4

SUBJECT: PIGGYBACK NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) RFP #36-22 – CONTRACT #01-158

BID #: PSC-0324-24 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH NOVEMBER 30, 2025

AGENCY: JACKSONVILLE CITY COUNCIL

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback National Cooperative Purchasing Alliance (NCPA) contract #01-158 with Compulink Management Center, Inc. dba Laserfiche for the purchase of Laserfiche Software Solutions for Document and Records Management for the Jacksonville City Council. Period of service is from date of executed contract through November 30, 2025. Total expenditure not to exceed $138,551.90 with cost allocated as follows:

- Year 1 – Software licenses Fee $24,453.75 in FY 24
- Year 2 – One-Time implementation cost plus license fee - $89,644.40 in FY25
- Year 3 – Software license fee - $24,453.75 in FY26

Funding Source: 00111.221001.531090.000000.00000000.00000.0000000 - To be executed by formal contract through the Office of General Counsel.

Attachments: Agency Memo, Contract #01-158, Vendor Quote, Certificate of Insurance

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
OLIVE WALLACE-COHEN DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Margret M. Sidman, Director/Council Secretary

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

MARGARET M. "PEGGY" SIDMAN
Director/Council Secretary
Office (904) 255-5133
Fax (904) 255-5230
E-Mail: SIDMANP@COJ.NET

117 West Duval Street
City Hall, Suite 425
Jacksonville, FL 32202

January 11, 2024

MEMORANDUM

TO: Dustin Freeman
Procurement Division

FR: Margaret M. Sidman, Director / Council Secretary
Jacksonville City Council

RE: **Laserfiche, Single Source Request FY 2024-2026**

The Jacksonville City Council (CC) requests approval to piggyback on National Cooperative Purchasing Alliance (NCPA) RFP # 36-22 for Document and Records Management with Region 14 Education Service Center in Abilene, Texas. Laserfiche was awarded the contract on December 8, 2022. The period of service for the award shall be from December 1, 2022, through November 30, 2025.

The City of Jacksonville participates with the purchasing cooperative which this contract went through the competitive solicitation process. The City Council recommends utilizing the competitively procured award using the pre-existing terms, conditions, and pricing.

Per the Code, Section 126.211, the Utilization of competitively procured governmental agreements secure a more favorable price, term, or condition than that provided in the federal, State, municipal, County, or local governmental entity, body politic, or using agency contract being considered, the successful negotiation and use of said more favorable prices, terms, or conditions are permissible hereunder. The favorable terms allow the City to pay:

- Year 1 - Software license fees ($24,453.75) upon execution of the Agreement (FY24),
- Year 2 - One-time implementation cost plus license fee ($89,644.40) in FY25; and
- Year 3 - Software license fees ($24,453.75) in FY26

The period of service is date of award through November 30, 2025. This request is for an initial not to exceed maximum of $138,551.90 to provide design, configuration, installation, and ongoing maintenance/support services for document and records management n for the Jacksonville City Council.

Upon award approval, a request for a formal contract will be made through the Office of General Counsel.

Funding Source: 00111.221001.531090.000000.00000000.00000.0000000

Your favorable consideration of our request is greatly appreciated.

DocuSign Envelope ID: CF5112E2-24E8-4405-B346-8A1B598FD83C

Laserfiche

Laserfiche
3443 Long Beach Blvd.
Long Beach, CA 90807
800-985-8533 | 562-988-1688

January 11, 2024

Ms. Crystal Tucker
City of Jacksonville, Office of City Council
117 West Duval St., Suite 425
Jacksonville, FL 32202

Via E-mail

Re: Letter for City of Jacksonville

Dear Crystal:

This correspondence acknowledges that the City of Jacksonville will be purchasing Laserfiche software solutions through the intermediary OMNIA Partners contract.

If you have any questions or concerns regarding this correspondence, please feel free to call or email your Account Executive, Michel Malek, at (562) 988-1688 ext. 149 or michel.malek@laserfiche.com.

Sincerely,

DocuSigned by:
Wylie Strout
AEC702DEF361467...
Wylie Strout
Chief Legal Officer

APPROVED
By Kevin at 1:42 pm, Jan 12, 2024

Client#: 1258425

305COMPUMGM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services LLC
130 Theory Ste 200
Irvine, CA 92617
714 941-2800

CONTACT NAME: Aide Radilla
PHONE (A/C, No, Ext): 714 941-2850 FAX (A/C, No): 877-297-9245
E-MAIL ADDRESS: aradilla@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : StarNet Insurance Company	40045
INSURER B : Allmerica Financial Benefits	41840
INSURER C : Berkley National Insurance Company	38911
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Compulink Mgmt Center Inc
dba Laserfiche
3443 Long Beach Blvd.
Long Beach, CA 90807-4432

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TCP701616013	03/13/2023	03/13/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			TCA702211710	03/13/2023	03/13/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			TCP701616013	03/13/2023	03/13/2024	EACH OCCURRENCE	$20,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$20,000,000
	DED / RETENTION $					Personal & Adv Injury		$20,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			W23H44370103	01/01/2024	01/01/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
	SEE BELOW FOR ADDITIONAL COVERAGES						**SEE BELOW FOR ADDITIONAL COVERAGES**	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is subject to policy limits, conditions and exclusions.

ADDITIONAL COVERAGE/POLICY INFORMATION:

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Jacksonville
Attn: Chief of Risk Management
117 W. Duval St., Ste. #335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

C. Insurer: Steadfast Insurance Company (Non Admitted) - NAIC #: 10172
Technology E&O, Cyber, Privacy & Network Security and Media Liability Claims Made Policy
Policy #EOC390488201
Policy Effective: 03/13/2023 - Policy Expiration: 03/13/2024
$5,000,000 Each Claim
$5,000,000 Each Aggregate
$ 100,000 Retention

D. Insurer: Crum & Forster Specialty Insurance Co.(Non Admitted) - NAIC #: 44520
Technology E&O, Cyber, Privacy & Network Security and Media Liability Claims Made Policy
Policy #EOL240269
Policy Effective: 03/13/2023 - Policy Expiration: 03/13/2024
$5,000,000 Each Claim
$5,000,000 Each Aggregate
$ 100,000 Retention
Excess of underlying $5,000,000 Each Claim/Aggregate Limits

CRIME:
H. Insurer: Travelers Casualty & Surety Company of America - NAIC #: 19038
Policy Number: 106424744
Policy Effective: 03/13/2023 - Policy Expiration: 03/13/2024

Limits:
A. Fidelity
1. Employee Theft $2,000,000 / Retention $100,000
2. ERISA Fidelity $2,000,000 / Retention $0
3. Employee Theft of Client Property $2,000,000 / Retention $100,000
B. Forgery or Alteration $2,000,000 / Retention $100,000
C. On Premises $2,000,000 / Retention $100,000
D. In Transit $2,000,000 / Retention $100,000
E. Money Orders and Counterfeit Money $2,000,000 / Retention $100,000
F. Computer Crime
1. Computer Fraud $2,000,000 / Retention $100,000
2. Computer Program and Data Restoration Expense $2,000,000 / Retention $100,000
G. Fund Transfer Fraud $2,000,000 / Retention $100,000
H. Personal Accounts Protection
1. Personal Accounts Forgery or Alteration - Not Covered
2. Identity Fraud Expense Reimbursement - Not Covered
I. Claim Expense $10,000 / Retention $0.
****

This Certificate only applies to the operations for which our Insured actually performs work and is referenced by written contract between the Certificate Holder and our Insured.
City of Jacksonville and City's members, officials, officers, employees and agents are included as Additional Insured as respects General Liability and Auto Liability as required by written contract.
General Liability and Auto Liability are Primary and Noncontributory as required by written contract.
Waiver of Subrogation applies as respects General Liability, Auto Liability and Workers Compensation as required by written contract. *30 Day Notice of Cancellation applies, as respects General Liability, Auto Liability, Umbrella Liability and Workers' Compensation, as required by written contract.

Laserfiche®

City of Jacksonville

Laserfiche Project Proposal for Legislative Services

Laserfiche
November 21, 2023 (Updated 12/18/23)

Laserfiche

3443 Long Beach Blvd.
Long Beach, CA 90807
800-985-8533 | 562-988-1688
www.laserfiche.com

Peggy Sidman
Director/Council Secretary
Jacksonville City Council
117 W. Duval Street, Suite 425
Jacksonville, FL 32202

Dear Peggy:

On behalf of the entire Laserfiche family, we are honored to submit the following proposal to the City of Jacksonville (Jacksonville) for your consideration as a partner to digitize and automate workflows withing your Legislative Services' Department. We are excited about the potential of working with you to support this initiative and believe our 35+ years of experience, solution capabilities and flexibility, financial stability and "crawl-walk-run" approach will ensure success. As we deliver value to the Legislative Services' Department we will be poised to help other departments within Jacksonville.

We would like to thank all the individuals at Jacksonville that have taken the time to meet with us, on numerous occasions, so we could develop a clear understanding of your current situation, challenges and desired goals. This proposal reflects our recommended approach based on the information we gathered from these meetings and will detail how we will help Jacksonville successfully achieve their ***business goals*** of ***Simplifying and Reducing Time spent searching for information for both Jacksonville employees and citizens while Improving Operational Efficiencies***. Based on the information we gathered from our discovery calls and onsite workshop, the following proposal will describe how our flexible platform will enable Jacksonville to meet its goals.

Thousands of Federal, State, County, and City government agencies have turned to Laserfiche throughout their digital transformation and process automation journey. Some turn to Laserfiche to enhance and improve upon what is already being done in this area, while others are looking to implement their first document management and automation solution. In all cases, they are focused on improving overall operational efficiencies while reducing costs. No matter where Jacksonville will be on its own journey, Laserfiche's partnership approach is there every step of the way.

We look forward to the possibility of closely working with you on this initiative and to help improve operational efficiencies across other departments of Jacksonville in a variety of use cases, in the future.

Warm regards,

Michel Malek
Account Executive, Direct Sales
(O) +1.562.988.1688 x 149
(M) +1.562.453.8048
michel.malek@laserfiche.com

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Company Background and Capabilities

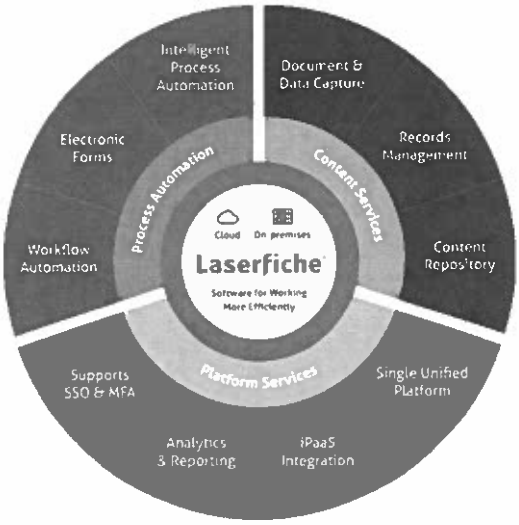
Compulink Management Center, Inc (DBA Laserfiche) ("**Laserfiche**") is a privately held company that has been helping organizations improve operational efficiency for over 36 years through its enterprise content services (ECS) platform. Through powerful workflows, process automation, electronic forms, intelligent analytics, and document/records management, organizations accelerate operations, optimize spend and drive business growth.

Laserfiche provides an industry-leading end-to-end process automation and enterprise content management platform that enables teams to work efficiently across departments. We're serving over 6 million users daily from more than 9,000 organizations across the globe, backed by the same ownership structure since we were founded in 1987.

All Laserfiche modules have been purposely built, entirely in house, to seamlessly work together and share the same UI experience and software architecture. Our solution empowers individuals, with no programing experience, the ability to design and build creative solutions to complex business problems that break patterns developed over years of doing things the way they have always been done. And all modules reside on a single unified platform.

The Laserfiche solution comprises of three pillars, **Process Automation, Content Services** and **Platform Services**.

Process Automation



Through process automation, Jacksonville can streamline day-to-day work by automating key workflows. With the Laserfiche solution, anyone can build easy-to-design automated workflows. Our no-code/low-code design and administrative interfaces will allow Jacksonville to expand and administer the solution without needing a full-time developer. Potential processes for digitization include:

- Finance: Accounts Payable, Invoicing and Vendor Management with automatic data extraction and workflows. And agreement storage/Lifecycle management with document management.
- Human Resources: Assist in Hiring, Employee Onboarding/Offboarding, Document Retention compliance.
- Legal and Compliance: Policy Management (IT, HR, Operations, Facilities), Approval process.

Content Services

Our intuitive Content Services functionality will enable Jacksonville to enhance and accelerate its digital transformation journey. By digitizing documents and data capture, employees can utilize our software for Contract & Signature Management, Compliance keeping and Documents & Records Management.

Platform Services

Through our single unified architecture, Jacksonville can scale at its own pace. Our solution is designed to easily integrate within your existing tech stack. Begin with your current needs and when ready, extent the Laserfiche solution across a variety of use cases in any Jacksonville department. With built-in analytics and reports, Jacksonville will have insights to key data to continuously optimize your processes.

Third Party Recognition

For years Laserfiche has received independent recognition from various analysts such as Gartner, Forrester, Nucleus Research and G2 for our intuitive user experience, product capabilities, integration options and deployment flexibility, and our customer support. As just one example, Laserfiche was named a **Leader in the Spring 2023 Grid for Enterprise Content Management.**

Laserfiche Forms (Task Management Interface)

The Laserfiche product suite offers a range of process automation and enterprise content management solutions, designed to enhance organizational efficiency. Among these tools, Laserfiche Forms offers a versatile and powerful option, empowering organizations to streamline processes and automate data collection. Forms along with our Workflow capabilities (described in the next section) will serve as the anchor for Jacksonville's solution. Some of the main functionalities and benefits of Forms include the following:

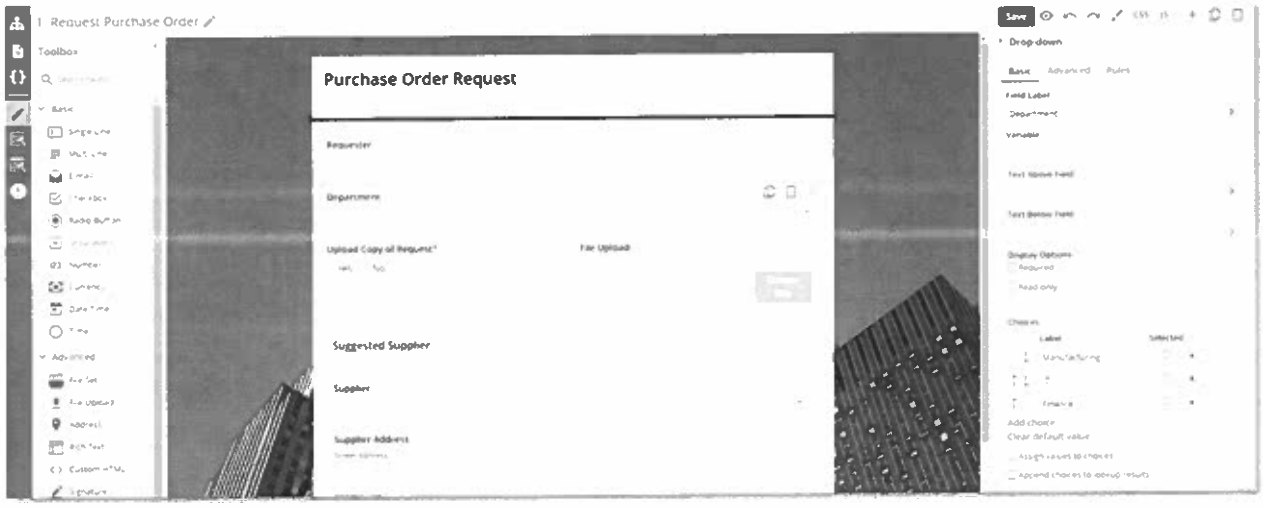


Figure 1: Example of Laserfiche's Drag & Drop Designer

Form Creation: With Laserfiche Forms, users can easily design customized digital user interfaces without requiring coding or technical expertise. The intuitive drag-and-drop designer allows for effortless addition of form fields, sections, and validation rules, ensuring accurate and structured data collection.

Database Lookups & Integrations: Laserfiche Forms also supports various field rules, database lookups, and seamless integration with third-party applications, enabling the smooth exchange of data. This ensures accurate and up-to-date information is integrated into the forms, enhancing data accuracy while minimizing data entry. Moreover, its seamless compatibility with Laserfiche Workflow allows for the automation of complex business processes, allowing content and metadata that are part of the process to be automatically stored, organized, and routed as needed.

Form Task Management: Laserfiche Forms automatically generates tasks based on predefined rules and conditions, assigning them to specific individuals or groups responsible for reviewing, approving, or completing relevant actions related to the process. This automated task management ensures efficient handling of submissions and expedites the decision-making process.

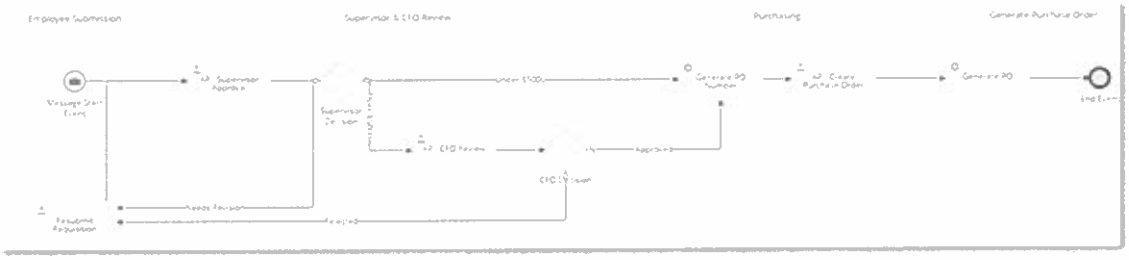


Figure 2: Laserfiche Process Flow Diagram Example

Task Tracking and Status Updates: The system offers real-time task tracking, enabling assignees to update task statuses, reassign tasks, provide comments, and approve/reject actions with ease. This level of visibility promotes effective collaboration, minimizes communication gaps, and facilitates smooth workflow progression.

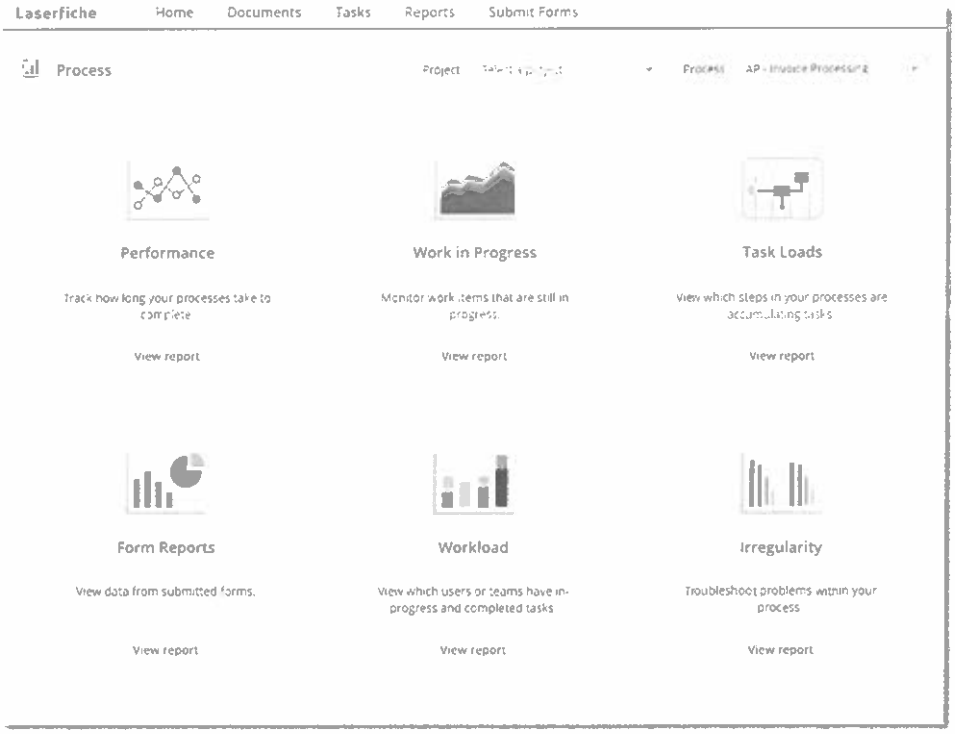


Figure 3: Out-of-the-box Laserfiche Form Reports

Task History and Reporting: Laserfiche Forms maintains a comprehensive history and audit of task activities, including task assignments, status updates, comments, and timestamps. This detailed record enhances transparency, accountability, and compliance with regulatory requirements. Additionally, the platform offers various reporting options, providing insights into in-progress tasks, workloads, and potential irregularities for example.

Laserfiche Workflow

Another valuable process automation tool within the Laserfiche suite is Laserfiche Workflow, which further optimizes business processes, reduces manual tasks, and boosts productivity. Key features and advantages of Laserfiche Workflow include the following:

Workflow Design: Laserfiche Workflow employs a visual, drag-and-drop interface to design complex workflows. Non-technical users can easily create and modify workflows by defining actions, conditions, and decision points, eliminating the need for coding expertise.

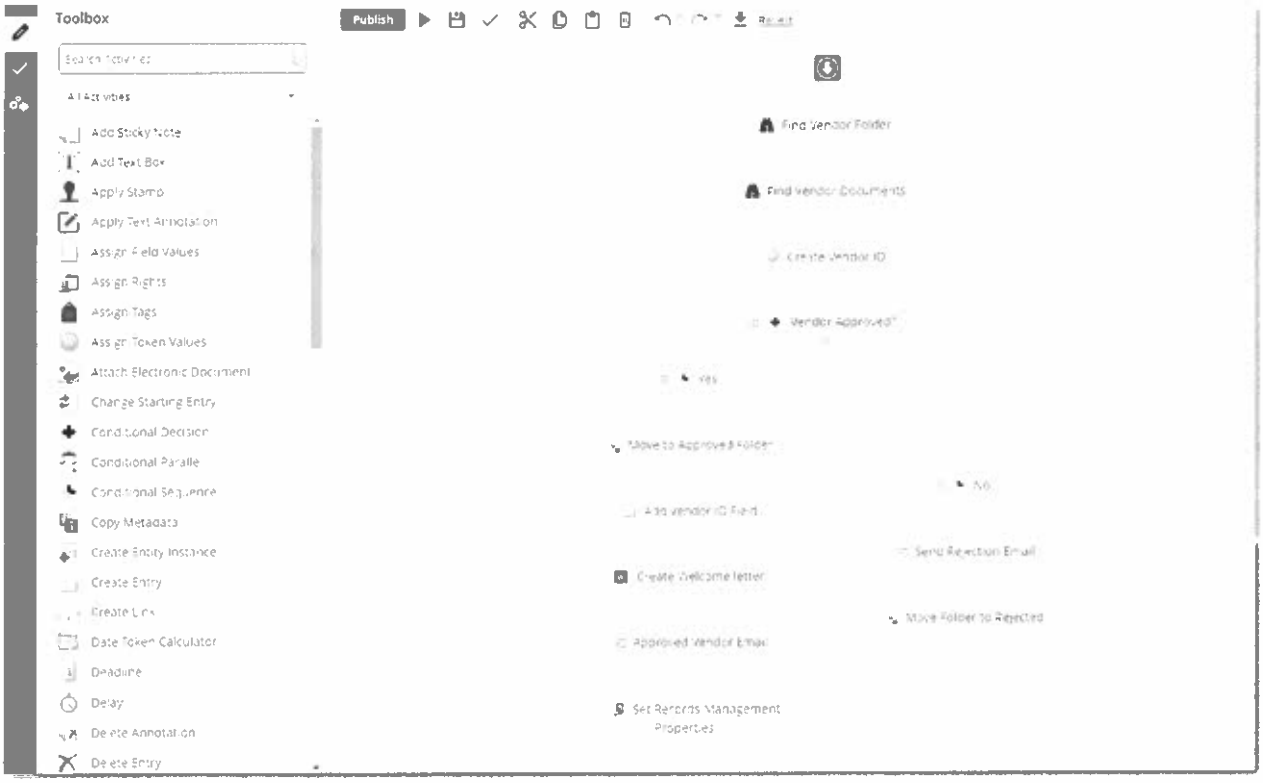


Figure 4: Example of Laserfiche Workflow's Drag & Drop Interface

Workflow Functions: This tool seamlessly integrates with other Laserfiche products, such as Forms, to automate various business processes. It can efficiently orchestrate business processes across applications, route related files, apply metadata, index content, and set records properties, among other functionalities. Automated triggers, based on predefined conditions like form submissions or content changes, reduce manual efforts, ensure consistency, and expedite process completion.

Integration and Connectivity: Laserfiche Workflow offers seamless integration with diverse systems, applications, and repositories, including Laserfiche ECM. This includes the ability to use options such as performing database queries, creating web request rules, performing API calls, and leveraging Laserfiche's SDK for example.

Analytics and Monitoring: Laserfiche Workflow provides valuable insights and monitoring capabilities to track workflow performance and efficiency. Users can analyze workflow data, identify bottlenecks or inefficiencies, and make data-driven improvements. Real-time monitoring and reporting enable organizations to gain visibility into ongoing processes and take proactive actions.

Laserfiche's powerful process automation tools such as Forms and Workflow allows any organization with various options and functions to streamline operations, enhance collaboration, and boost productivity across the board.

The Laserfiche Platform Components

The following table outlines the broader Laserfiche Platform. Laserfiche is the developer of award-winning Enterprise Content Management (ECM) software, packaged to meet the needs of an enterprise deployment. Laserfiche provides both Software as a Service (SaaS) and Self-Hosted licensing models, each making available various Laserfiche Components, as noted below:

Capabilities	Description
Laserfiche Server *(Self-Hosted Only)*	Core application and content server for Self-Hosted Laserfiche systems.
Laserfiche Process Automation (Workflow & Forms)	Automates content processing through the configuration of a drag-and-drop workflow designer, as well as enables the collection, routing and processing of information captured on an electronic form through the configuration of a drag-and-drop forms and business process designer.
Laserfiche Repository	Stores all Laserfiche content types in an organized folder hierarchy.
Laserfiche Web Client	Enables users to access the repository through all modern internet browsers.
Laserfiche Windows Client	Enables users to access the repository through an installed desktop application.
Laserfiche Mobile	Enables users to access the repository through a mobile application available on iOS, Android, and Windows devices.
Laserfiche Advanced Audit Trail	Tracks all attempted and failed events performed in the repository.
Laserfiche Records Management	Provides integrated, DoD 5015.2 certified records management functionality to keep track of documents through their complete records lifecycle, including cutoff and disposition actions.
Laserfiche Snapshot	Virtually prints content into the repository as a TIFF image, generates associated text for full-text searching, and allows for indexing upon import.
Laserfiche Quick Fields Complete	Provides automated capture and processing capabilities to content from a scanner, network drives, or content already in the repository. Processing capabilities include Real-Time Lookups, Barcode Reading, Pattern Matching, Zone OCR, Scripting, Document Classification, Auto-Annotations, and Optical Mark Recognition.
Laserfiche Quick Fields Agent	Enables the scheduling of Quick Fields sessions to run unattended.

Capabilities	Description
Laserfiche Import Agent	Monitors network folders, imports files into the Laserfiche repository, generates associated text for full-text searching, as well as automatically index and route documents based on the Window's file path or name.
Laserfiche Microsoft Office Integration	Allows for direct content import, as well as indexing capabilities, from a Laserfiche ribbon at the top of all Microsoft Office products. Within Outlook, emails and attachments can be imported to the repository and auto indexed with email properties, such as the to, from, subject, time received, etc.
Laserfiche Connector	Provides a non-programmatic means for integrating Laserfiche with a line of business applications to perform actions such as searching based on identified fields on a page, indexing content being scanned into the repository, kicking off Workflows, etc.
Laserfiche SharePoint Integration	Enables users to browse and search Laserfiche contents from SharePoint and send content from SharePoint to Laserfiche based on content type.
Laserfiche DocuSign Integration	Enables organizations to initiate a signing process with DocuSign from Laserfiche Web Client by choosing a document, DocuSign template, and who needs to sign it, then ultimately saving the executed document back into Laserfiche as a new version.
Laserfiche SDK	Includes access to the same Web Services, APIs, and libraries used to develop the Laserfiche applications.
Laserfiche Public Portal	Allows concurrent, read-only connections to allocated areas of the Laserfiche repository to be accessed by unauthenticated (public) users.
Laserfiche Forms Portal	Allows form submissions from unauthenticated (public) users.

Laserfiche Cloud Business Tier Package

Laserfiche Cloud introduces a straightforward annual fee including software licenses, hosting and storage in Amazon Web Services (AWS), technical support, and quarterly software update deployments to incorporate the latest features and performance enhancements.

User License Types

The following user license types are available to solve an organization's needs and will determine their core investment. Please refer to the Cost section below for the Jacksonville Cost build-up.

License Types	
Full User	Provides the entire array of Laserfiche feature functionality in one user type with read/write repository access and the ability to participate in, create, and administer Forms processes.
Participant Users	Limited, authenticated access to Laserfiche for employees. Participant User licenses provide the ability to participate in forms processes (submit, review, approve, etc.) and have read-only access to the repository.
Community Users	Limited, authenticated access to Laserfiche for non-employees. Community User licenses provide the ability to participate in forms processes (submit, review, approve, etc.) and access the repository in a read-only fashion.

Laserfiche Cloud – Business Users

Each Cloud – Business User bundles the following components:

- 100GB Storage Per User*
- Web, Windows and Mobile Clients
- Advanced Audit Trail
- Records Management
- Snapshot
- Import Agent
- Microsoft Office Integration
- Microsoft Teams Integration
- Process Automation (Workflow and Forms)
- Connector
- DocuSign Integration

*Storage Per User is pooled across the account.

The following are also included across the Laserfiche Cloud – Business Tier configuration:

- 1 Repository
- 10 Instances of Quick Fields Complete
- 10 Instances of Quick Fields Agent
- Laserfiche APIs – 100,000 calls/month
- SDK
- Unlimited Public Portal
- Unlimited Forms Portal

Software License Cost Component

Product Description	Quantity	Retail Unit Price	Discounted Unit Price	Annual Retail Total	First Year Annual Discounted Total
Laserfiche Business User	25	$950.00	$920.55	$23,750.00	$23,013.75
Public Portal Option*	7,000	$0	$0	Included	Included
		Total 1st Year Software License Cost:		**$23,750.00**	**$23,013.75**

**Note:*

- *No Authentication of Non-Business Users*
- *Documents deemed accessible through the Portal will be accessible to the Public*

One-Time Implementation - Statement of Work (SOW)

This Statement of Work ("**SOW**") dated effective _____, 2023 ("**Effective Date**") defines the professional services ("**Services**") that Compulink Management Center, Inc. dba Laserfiche ("**Laserfiche**") will provide for the City of Jacksonville, Florida ("**Customer**" or "**City**") in conjunction with the Enterprise Content Management System Project ("**Project**"). The SOW will be made a part of the Laserfiche Services Agreement between Laserfiche and Customer dated effective as of _____, 2023 (the "**Agreement**"). In the event of any conflict or inconsistency between the SOW and any terms or conditions set forth in the Agreement or other document relating to the transactions contemplated by the Agreement, the terms and conditions set forth in the SOW will prevail.

Project Scope and Objective

City seeks to implement a robust document and records management solution. The solution implementation will include system configuration and training of City personnel, as well as an integration with the City's Granicus line of business applications.

The high-level objectives include:

- Implementing a robust, commercial-off-the-shelf, enterprise content management system with extensive document management, metadata management, and records management capabilities.
- Implementing a user-friendly interface with flexible search capabilities for internal and public users to easily locate stored documents/data.
- Implementing streamlined document capture, version control, role-based permissions management, and advanced reporting and auditing capabilities.
- Implementing integration and workflow capabilities to support document OCR, data extraction, routing, indexing, filing, and reporting across their organization.

To this end, Laserfiche will provide a centralized content repository with robust integration capabilities, user-friendly web-based interfaces, and extensive business process automation capabilities through workflow and electronic forms as part of the fully implemented project.

This estimate provides the scope of work, level of effort, and pricing for the project implementation based on information provided as part of this pricing proposal.

Project Structure

Laserfiche will use Phases to drive the development of this project. Phases focus on large objectives and problems identified at the beginning of the project and may sometimes run in parallel. Phases and

the solutions proposed may be updated throughout the course of the project, with no formal scope change needed unless the estimated project effort increases. If the estimated effort does increase, a change request will be needed to set a new budget. Aside from that, there is trust that the Laserfiche engineers and the Customer team working on the project will know how to best use their efforts to deliver a quality solution. Laserfiche anticipates a cooperative learning relationship with Customer throughout the project in which Customer will be actively involved throughout all Phases.

Identified Phases

The following Phases (major project areas) are included in the Services. Phases will run in parallel where possible.

Phase	Description
Requirements Gathering	**Core Activities Include:** Work with Customer Business Analysts to: • Define taxonomies, metadata, user access, retention schedules, and other repository infrastructure that will support subsequent work. • Assess and document capture and routing processes. • Assess and document the integration and public portal requirements. • Plan training topics for the system administrators and trainers. • Create Requirements Document and define acceptance criteria for the solution. **Deliverables/Acceptance Criteria:** • Project Plan. • Requirements Document. **Assumptions and Constraints:** • The Requirements document produced during this phase will be an export of all documented features in Azure DevOps. Features or additional items added following this phase to Azure DevOps may require a Project Scope Change Request and could affect project scheduling.
Infrastructure and Authentication	**Core Activities Include:** • Create Laserfiche Cloud account(s). • Work with Customer IT to configure Microsoft ADFS for application authentication. • Perform initial security and access configuration for infrastructure and applications. **Deliverables/Acceptance Criteria:** • Laserfiche Cloud account(s) available to Customer. **Assumptions Driving Effort:**

Phase	Description
	• Customer is utilizing a ADFS Identity Provider for all environments and all users will authenticate to Laserfiche using accounts on that domain. Additional identity providers will be scoped out separately. • Customer will establish any trust relationships between the Customer and Laserfiche domains necessary for Laserfiche to authenticate login requests against Customer Domain Controllers. • Customer will provide Windows machines and/or servers for the installation of Laserfiche Import Agent, Laserfiche Quick Fields, and/or a remote agent as deemed necessary for the implementation.
System Implementation	**Core Activities Include:** Create and configure an intuitive Laserfiche repository for Customer, which includes: • Configuring user and group security access to applications. • Implementing granular user and group access and security configurations for documents, folders and metadata based on pre-defined criteria. • Configuring hierarchical folder structure to support document storage, searching, and records retention. • Configuring templates, indexing fields, records retention, and naming document convention. • Configuring Laserfiche Workflows to rename, index, and route incoming documents to appropriate folders in repository based on metadata fields. • Configuring the Laserfiche public portal to allow public users to search and view documents marked as publicly accessible. • Configuring exception routing for documents with processing errors. **Deliverables/Acceptance Criteria:** • Laserfiche repository deployed and ready for user acceptance testing (UAT). **Assumptions and Constraints:** • Laserfiche will implement up to 5 security roles within the solution. Laserfiche will train Customer on how to add additional security groups. • Customer will have no more than 20 document types and associated field templates for this implementation. Laserfiche defines a document type as a document requiring its own set of metadata fields (template). Laserfiche will configure up to 10 metadata fields for each template. • Customer will have no more than 20 record series. Laserfiche defines a Record Series as a combination of a retention schedule, cutoff, and disposition action. Ex: "Retain 5 years after the End of the Fiscal Year, then Destroy". • Customer will provide information on desired exception handling (e.g., how to index and route documents missing required information).

Phase	Description
Document Capture	**Core Activities include:** Design and configure workflows to support document capture and approval, which includes: • Configuring out of the box import options for users, including scanning, drag-and-drop, and the Microsoft Office integration. • Configuring Import Agent to monitor a network folder and import documents automatically. • Configuring a process to capture indexing fields and route documents for manual proofing and approval upon import. Approvers will have the option to send the document back to the scanning team for modifications. • Configuring a process to mark select documents as publicly available following proofing and approval. • Configuring a process to inherit metadata from the parent folder upon document import if the document is imported into a folder other than the Incoming Documents folder. • Configuring Laserfiche Quick Fields, Capture Profiles and/or Workflow to automatically identify, split, extract data, and index standard format document types. • Implementing automatic database lookups to populate indexing fields based on entry or extraction of unique identifiers (as possible). **Deliverables:** • Laserfiche business process automation deployed and ready for user acceptance testing (UAT). **Assumptions and Constraints:** • Laserfiche will configure approval tasks for up to 2 sequential or parallel approvers. • Laserfiche will configure automatic identification and metadata extraction for up to 5 document types. • Scanning with automatic identification and data extraction depends on a standard format. • Laserfiche will auto-index documents using text and/or barcodes found on the document image. Laserfiche's ability to extract data from document images will be dependent on image quality. Increased image quality will result in more accurate data extraction. • All fields extracted across document types will be in the same format (e.g., All Employee IDs begin with a letter and are followed by six numeric characters). • Laserfiche will attempt to perform handwriting recognition on documents with handwriting, but this must be configured as part of a capture profile.

Phase	Description
	• Laserfiche will not be able to process documents where the underlying text is obscured by table or column lines. • Documents will be scanned at an acceptable quality for the OCR process to function optimally (typically at least 300dpi). • Non-standard formats may need to be manually indexed. Laserfiche will work with Customer to automate as much of the scanning process as possible.

Integrations	**Core Activities include:**
	Design and configure integrations to support configured business processes, which includes:
	• Configuring API, web service calls, or database lookups to support integrations with the following applications:
	  ○ Granicus Legistar
	  ○ Public Notice
	• Integrations will pull uploaded documents and associated metadata from the Granicus applications into Laserfiche.
	Deliverables:
	• Laserfiche integrations deployed and ready for user acceptance testing (UAT).
	Assumptions and Constraints:
	• Laserfiche will configure up to 5 API or web service calls as part of this project.
	• Laserfiche will configure up to 5 database lookups as part of this project.
	• Applications for integration will allow for direct database lookups or provide an API or web service endpoint that Laserfiche can use for the integration. If this is not available, Laserfiche will look at additional options such as a custom SDK integration. A custom integration will be scoped out separately as more information is needed. Typically, a custom integration will fall within the range of 60-80 development hours.
	• Customer will be responsible for all licensing fees pertaining to applications integrated into Laserfiche.
	• Integrations will be run using a service account with the appropriate Laserfiche access and will not need to pass individual user credentials.

Training, Knowledge Transfer, and Documentation	**Core Activities Include:** Train Customer users and administrators as well as Laserfiche Support on the solution developed and how to manage and support it, which includes: • Provide up to 4 hours of onsite training to Customer power-users and administrators on how to use and implement the solution.

Phase	Description
	• Provide up to 6 hours of onsite training to Customer administrators on how to maintain the system. **Deliverables:** • Recorded training sessions (either remote or in-person) for Customer power-users, administrators, Customer Stakeholders, and Laserfiche Support on the new Laserfiche solution for post-project support. • Customer instructed on how to access Laserfiche administration documentation. • End-user manual for solution specific features. **Assumptions Driving Effort:** • Customer will be available to provide any assistance Laserfiche may need for end user trainings.
User Acceptance Testing	**Core Activities Include:** • Work with Customer to develop user acceptance test scripts that map to the defined acceptance criteria. • Testing by Customer end-users using the test scripts. • Remediate issues discovered during Customer until acceptance criteria are satisfied. • Work with Customer to complete integration testing. **Deliverables:** • Solution deployed in Test, approved by Customer for promotion to Production. **Assumptions Driving Effort:** • Customer personnel will be available for UAT per a mutually agreed-upon schedule. • Customer will be responsible for creation of the test scripts. Laserfiche will provide high-level test cases for the solution. • New features/acceptance criteria not listed in the requirements document are subject to a change order at Laserfiche's discretion. • Laserfiche will work to resolve any known critical issues prior to Go-Live. Laserfiche will document and work to address any non-critical issues prior to Go-Live, but such non-critical issues shall not delay Go-Live. Laserfiche defines Critical issues as issues within the Laserfiche system that prevent or significantly impede a user from performing their required tasks in Laserfiche.
Go-Live and Post-Production Support	**Core Activities Include:** • Prepare for system Go-Live. • Promote solution to Production.

Phase	Description
	• Remediate any issues within scope, as necessary. **Deliverables:** • Laserfiche solution deployed in Production and ready for end-users. **Assumptions Driving Effort:** • Customer shares responsibility for smoke testing the solution before and after Production deployment. • The Laserfiche project team will continue to support the solution for four (4) weeks while transitioning support responsibilities to the Laserfiche Direct Support Team.

Optional Phase

Phase	Description
Migration from Onbase	**Core Activities Include:** • Prepare migration strategy from Hyland Onbase and define optimal migration methods. • Build migration utility to support migration of documents and data from Onbase to Laserfiche. • Run test migrations to copy documents and metadata from Onbase to Laserfiche. • Run final Onbase migrations, to the Laserfiche Production environment. **Deliverables/Acceptance Criteria:** • Content from Onbase migrated to Laserfiche and checked by both Laserfiche and Customer for completeness and integrity. • A Migration Report to record correctly migrated documents, note any unhandled exceptions that led to un-migrated or changed data, and suggest any remediation steps the Customer team can take. **Assumptions and Constraints:** • Laserfiche will migrate up to 10,000 legislative documents to Laserfiche. • There are no more than 5 document types in Onbase. • Customer will provide expertise on how to bulk export documents from their OnBase system. • File types will remain in their original format as provided to Laserfiche from Onbase. • All files are in standardized and non-proprietary formats. Any metadata is stored in an ODBC-compatible relational data source, such as SQL Server.

Phase	Description
	• There are no document versions or annotations to be migrated from Onbase. • OCR data for documents in Onbase will not be migrated. Laserfiche will OCR documents in Laserfiche after they are migrated from Onbase. • No security access rights that may exist in Onbase will be migrated with the documents into Laserfiche. Security will be applied in Laserfiche post-migration. • Customer will be responsible for any final data clean up suggested in the Migration Report necessary to address migration exceptions due to data not meeting previously communicated and documented assumptions and expectations. • Data migration is specific to documents held in the Onbase repository. Processes and workflows will not be migrated into Laserfiche other than those defined in this SOW. • Migrated data is inactive and will not be migrated into active business processes.

Customer Responsibilities

The following are Customer responsibilities for the Services.

Customer's signee must initial each item to provide their acknowledgement.

1. ____Customer will make available, and provide access to, necessary personnel for project success within three business days, including:
   a. A designated project manager, IT personnel, subject matter specialists, and personnel for project participation. Delays may result in modifications to Laserfiche staffing allocations, placing the project on hold, or the project incurring additional hours and fees.
   b. Personnel to aid in issue resolution and/or requirements clarification. Any delays in issue resolution or requirements clarification may result in modifications to Laserfiche staffing allocations, placing the project on hold, or the project incurring additional hours and fees.
   c. Personnel to test system functionality. Any delays in solution testing and feedback may result in modifications to Laserfiche staffing allocations, or the project incurring additional hours and fees.
2. ____Customer will work with Laserfiche to provide any necessary technical resources and support. This includes:
   a. Providing any access to the Customer environment that the Laserfiche team will need to develop.
   b. Providing requested documentation and acceptance of key deliverables within 3 business days. If Customer does not respond in writing to Laserfiche's request for acceptance within five business days of Laserfiche's request, or Customer does not reasonably refuse such approval within the five-day period, Customer will be deemed to have accepted.

3. ____Customer will be responsible for providing all IT infrastructure resources and licensing all software components necessary for completing Services. This includes:
   a. Windows Server (2016 or higher) and Microsoft SQL Server Standard/Enterprise (2016 or higher) licenses, SSL certificates for all servers that require them.
   b. Licenses for all other software and systems with which the Laserfiche system will integrate.

Laserfiche Responsibilities

The following are Laserfiche responsibilities for the Services.

Laserfiche's signee must initial each item to provide their acknowledgement.

1. ____ Laserfiche will make available, and provide access to, necessary personnel for project success within three business days, including:
   a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
   b. Laserfiche engineering personnel.
2. ____Laserfiche will work with Customer to provide any necessary technical resources and support. This includes escalating issues to Laserfiche Support and Laserfiche Development, as necessary.

Project Assumptions

Customer's signee must initial each item to provide their acknowledgement.

1. ____The Services described in this SOW encompass the scope of this Project. Any additional changes or scope requests should be provided in a separate SOW or Change Request. For clarity, the Services herein will focus exclusively on Laserfiche software, including its system and solution, except where explicitly noted in this SOW.
2. ____If after Laserfiche requests a statement of acceptance on Project closeout, Customer does not provide written acceptance or a reasonable explanation of a denial within five business days, Customer will be deemed to have accepted.
3. ____All Laserfiche Software is subject to the terms and conditions of the underlying Purchase Order, Cloud Subscription Agreement, and/or Laserfiche End User License Agreement, as applicable. By accepting this Statement of Work, Customer accepts the terms and conditions therein.
4. ____The Laserfiche and Customer project teams will utilize Laserfiche's tools (i.e., Azure DevOps) to track in-scope solution functionality, development progress and testing.

Professional Services Pricing

The table below represents the level of effort required for this project, including both onsite and offsite Services work. This is a time and material project. Reasonable out-of-pocket expenses (e.g., airfare, lodging, meals, and ground transportation) will be billed as incurred and will not exceed 15% of Services fees.

Phase	Description	Hourly Rate	Est. Hours	Est. Cost	Discounted Cost
1	Requirements Gathering	$225.00	30	$6,750.00	$6,540.90
2	Infrastructure and Authentication	$225.00	10	$2,250.00	$2,180.30
3	System Implementation	$225.00	40	$9,000.00	$8,721.20
4	Document Capture	$225.00	30	$6,750.00	$6,540.90
5	Integrations	$225.00	45	$10,125.00	$9,811.35
6	Training, Knowledge Transfer, & Documentation	$225.00	20	$4,500.00	$4,360.60
7	User Acceptance Testing	$225.00	40	$9,000.00	$8,721.20
8	Go-Live and Post-Production Support	$225.00	20	$4,500.00	$4,360.60
		Total	**235**	**$52,875.00**	**$51,237.05**

Optional Phase

Phase	Description	Hourly Rate	Est. Hours	Est. Cost	
9	Migration from OnBase	$225.00	70	$15,750.00	$15,262.10
		Total	**70**	**$15,750.00**	**$15,262.10**

Payment Plan

All Services will be performed in accordance with this mutually accepted SOW. 100% of Services fees will be due October 1, 2024. Invoices are due upon receipt. Changes to project scope or effort required to complete specific work items due to unforeseen complications or issues outside of Laserfiche's control will go through a formal change order process with Customer.

Statement of Work Approval

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives as of the Effective Date.

Customer Approval (one signee required)			
Signature	Name	Title	Date

Laserfiche Approval (one signee required)			
Signature	Name	Title	Date

Warranty

Since we are proposing a SaaS solution, there is no Warranty. However:

1. *We provide a Service Legal Agreement ("SLA") that provides Service Credits to Subscriber if we don't meet certain uptime percentages (See Section 10.2 of Cloud Subscription Agreement, and SLA); and*
2. *We will indemnify Subscriber for any IP infringement claims brought by a third party that our software infringes any third-party software (See Section 9 of Cloud Subscription Agreement).*
3. *Should Jacksonville desire a self-hosted solution, we do have a self-hosted version of our software that comes with a warranty and break-fix support.*

- What is the (average) frequency of new releases and upgrades?
  - *Updates are made quarterly. Patches or hotfixes are deployed as needed.*
- How does the installation of software upgrades affect software operation?
  - *Updates to our SaaS platform are pushed automatically with minimal downtime.*
- What is your support policy on older software releases?
  - *Updates are pushed automatically with our proposed SaaS offering.*
- List any planned enhancements with planned release dates.
  - *Please see the Confidential Laserfiche Roadmap attached.*
- Is any customization automatically included in any upgrades?

    - *This question may require additional clarity as to what kind of customization is needed. Our SaaS platform is designed so that customizable components and configurations upgrade smoothly.*
  - Does customization incur additional annual maintenance costs?
    - *No*

Ownership/Intellectual Property Rights

  - Describe whether proposed solution requires custom software development, "pre-packaged" proprietary software, or a combination of the foregoing.
    - *Pre-packaged software with no-code/low-code interfaces for designing and configuring processes.*
  - If proposed solution requires custom web development, will Jacksonville full ownership of the resulting software (and its source code) be qualified or restricted in any way?
    - *We propose implementing with our proprietary, commercial off-the-shelf software. This will allow process development to occur much faster while maintaining a high degree of flexibility and limiting the technical debt of a custom solution.*
  - If proposed solution requires "pre-packaged" proprietary software, will Jacksonville be required to license that software?
    - *Yes, Laserfiche software will need to be licensed as detailed in the cost summary. At this time, we do not have a good understanding of project scope, such as what processes will be developed and integrations to be made.*

Implementation Support

Laserfiche account support is a collaborative effort among our team of consultants, customer success managers, and support engineers who specialize in troubleshooting issues related to Laserfiche core products. Their time is dedicated to address support issues in a timely manner, and they are not distracted by ongoing projects.

Jacksonville personnel designated as support liaisons will be introduced to their Laserfiche support team during implementation. Toward the end of the implementation project, following 4 weeks of post-production support, the Laserfiche project team will conduct a knowledge transfer session to verify the Jacksonville support teams are familiar with Laserfiche solution and can effectively troubleshoot any minor issues that may arise and identify when issues require escalation to the Laserfiche support team.

If the Laserfiche Support team is needed, the Jacksonville support liaisons may use the following process:

Support process flow:

- Jacksonville emails the dedicated Laserfiche Support team.
- A helpdesk support ticket is opened in our internal support application, Zendesk.
- A support team representative will coordinate a troubleshooting call or screenshare session directly with the Jacksonville support liaison.
- Communication and troubleshooting sessions are logged in the support ticket from initial contact through to issue resolution.
- Issue escalations or feature requests may be taken directly to the Laserfiche Developers as necessary.

Escalation

There are various escalation procedures available to Jacksonville, contingent on what the problem is. During a project, if there are issues related to project management or development efforts, escalations are handled by the Laserfiche Program Management team. For core product technical support, issues can be escalated to Laserfiche Support. For general escalations, Jacksonville can reach out to the assigned account management team, consisting of an account manager and customers success manager.

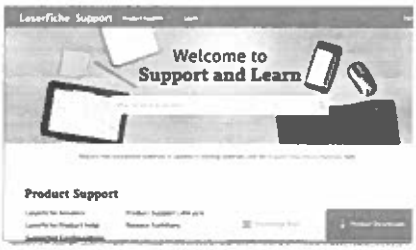
Laserfiche Software Support Plan

For post-project support, Laserfiche Direct Support engineers are available 24/5 Globally, Monday through Friday, except on designated US holidays. A Zendesk ticket is the preferred method for requesting support, but Support engineers can also triage cases using e-mail or phone. The standard response time for the Laserfiche Software Support Plan is 4 hours.

Laserfiche is currently working towards implementing 24/7 Globally.

Support includes all updates, access to online support resources, and a 4-hour response time with Laserfiche Helpdesk. Support is included with the proposed subscription licensing packages.

Additional Support Channels



Aspire

Laserfiche's e-learning platform with on-demand learning resources and Laserfiche certification courses. laserfiche.com/learn-support/aspire/

Laserfiche Answers

Online community for discussions about anything related to Laserfiche. answers.laserfiche.com/

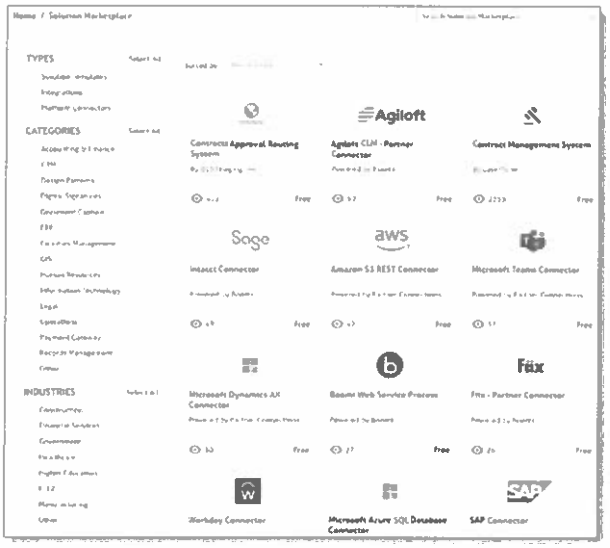
Laserfiche Support

One-stop shop for Laserfiche support and learning resources, including access to technical white papers. support.laserfiche.com

Solution Marketplace

Access use-case templates to accelerate deployment of automated processes.

- Prebuilt Laserfiche solutions for hundreds of use cases
- Curated list of processes created by Laserfiche staff and users!



Total Project Cost Summary

Laserfiche pricing consists of two components, the Annual User Subscription Fee and a One-Time Implementation Fee. Based on Jacksonville's needs, here is the Cost Summary including all components for Year 1, 2 and 3.

Product Description	Quantity	Retail Unit Price	Discounted Unit Price	Annual Retail Total	First Year Annual Discounted Total
Laserfiche Business User	25	$950.00	$920.55	$23,750.00	$23,013.75
1-Test Environment*	6 Users			$5,510.00	$1,440.00
One-time Implementation Fee	235	$225.00	$218.03	$52,875.00	$51,237.05
80-VIP Hours				$14,400.00	$13,953.60
1-Public Portal*	Unlimited Users	$0	$0	Included	Included
		Total 1st Year Cost:		**$96,535.00**	**$89,644.40**
				Total Savings:	$6,890.60
		Total Yr. 2 Annual Discounted Total:			**$24,453.75**
		Total Yr. 3 Annual Discounted Total:			**$24,453.75**

**Notes:*

- *No Authentication of Non-Business Users on Public Portal*
- *Documents deemed accessible through the Portal will be accessible to the Public*
- *1 Test Environment will be accessible for 6 Business Users*

PAYMENT TERMS

- *Software License Fees ($24,453.75) will be billed and are due upon execution of the Agreement.*
- *100% of Services fees ($65,190.65) will be due October 1, 2024.*
- *If CoJ elects to migrate content from OnBase, 100% of those fees ($15,262.10) will be due October 1, 2024.*
- *Invoices are due upon receipt.*

City of Jacksonville Proposal for Laserfiche Professional Services Hourly Estimates and Rates

Phase	Description	Hourly Rate	Est. Hours	Est. Cost	Discounted Cost
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Invoices are due upon receipt.

Laserfiche Cloud Pricing Matrix for Omnia Partners

Laserfiche Cloud Package with Basic Support — ...pport. Support is bundled with the cost of the software. Basic support includes all updates, access to online support resources, and a 24 hour response time

Core System Components

Product Description	Quantity	Code	List Price	Licensing Metric	NCPA Discount	NCPA Contract Price	Product Description
Business Users	25-49	CLLNF3	$950.00	User	3.1%	$ 920.55	Full User License. Minimum of 25 users. Includes all the features of the Professional Tier, plus Laserfiche Records Management, Laserfiche SDK, 100,000 API calls per month, Public Portal with Unlimited views, Forms Portal with Unlimited submissions, and Integration with DocuSign
	50-99		$900.00	User	3.1%	$ 872.10	
	100-199		$755.00	User	3.1%	$ 731.60	
	200-499		$735.00	User	3.1%	$ 712.22	
	500-999		$435.00	User	3.1%	$ 421.52	
	1,000+		$300.00	User	3.1%	$ 290.70	
Professional Users	5-49	CLLNF2	$830.00	User	3.1%	$ 804.27	Full User License. Minimum of 5 users. Includes all of the features of the Starter Tier, plus Process Automation, Laserfiche Connector, Laserfiche Surveys, 10 available installations of Quick Fields Complete with Agent, 1 Workflow Bot, 50,000 API calls per month, Microsoft Dynamics 365 Integration, and Redtail CRM Integration
	50-99		$700.00	User	3.1%	$ 678.30	
	100-199		$670.00	User	3.1%	$ 649.23	
	200-499		$460.00	User	3.1%	$ 445.74	
	500-999		$310.00	User	3.1%	$ 300.39	
	1,000+		$210.00	User	3.1%	$ 203.49	
Starter Users	1-50	CLLNF1	$600.00	User	3.1%	$ 581.40	Full User License. Includes 100 GB storage per user, Starter Audit Trail, Direct Share, Data Encrypted at Rest, Autoscaling of Computing and Storage Resources, Automated and Encrypted Backups, Intrusion Detection, Automated Feature and Security Updates, Automated Text Extraction, Import Agent with Email Archiving, Microsoft 365 Integration with Simultaneous Editing, and SharePoint Integration
Participant Users	10-199	CFPAR	$120.00	User	3.1%	$ 116.28	A Laserfiche Subscription Participant User provides user authentication and read-only repository access and has the ability to participate in forms processes and be assigned to a team. Participant Users are specific users consisting of individuals within the subscriber's organization, such as employees.
	200-499		$72.00	User	3.1%	$ 69.77	
	500-999		$54.00	User	3.1%	$ 52.33	
	1,000+		$42.00	User	3.1%	$ 40.70	
Community Users	Block of 500	CFCAL	$12,600.00	User	3.1%	$ 12,209.40	A Laserfiche Subscription Community User provides user authentication and read-only repository access and has the ability to participate in forms processes and be assigned to a team. A license may only allow for "Community Users" for certain collaboration purposes. Community Users are specific users consisting of individuals outside of the subscriber's organization. The designation "Community User" can be assigned to AI non-employees BI certain approved business partners or
	Block of 1,000		$18,190.00	User	3.1%	$ 17,626.11	
	Block of 2,000		$24,250.00	User	3.1%	$ 23,498.25	
	Block of 5,000		$36,380.00	User	3.1%	$ 35,252.22	
	Block of 10,000		$48,500.00	User	3.1%	$ 46,996.50	
	Block of 25,000		$60,620.00	User	3.1%	$ 58,740.78	
Public Portal	Up to 1,000	CLPPAL	$ 600.00	Views per month	3.1%	$ 581.40	Allows users to view allowed content in the subscriber's environment via a public portal, up to 1,000 views per month
Additional Public Portal views	Block of 10,000	CLPPAL10	$4,200.00	Views per month	3.1%	$ 4,069.80	Increases the number of views per month allowed on the Public Portal. Sold as blocks of 10,000 additional views
Forms Portal	Up to 1,000	CLFPAL	$1,800.00	Submissions per month	3.1%	$ 1,744.20	Forms Portal expands the functionality in Laserfiche Forms to include publicly available forms that users can fill out anonymously. Allows anonymous form submission from unlicensed (public) users, up to 1,000 submissions per month
Additional Forms Portal submissions	Block of 10,000	CLFPAL10	$4,400.00	Submissions per month	3.1%	$ 4,263.60	Increases the number of submissions per month allowed on the Forms Portal. Sold as blocks of 10,000 additional submissions
Laserfiche Records Management		CLRM	$5,750.00	Account	3.1%	$ 5,571.75	Records Management Module enables functionality in the content repository, such as the ability to create record series, define retention rules, and perform cutoff and disposition activities
Laserfiche Vault		CLVAL	$3,000.00	Account	3.1%	$ 2,907.00	Enforces strict compliance with powerful records retention features, readily available audit reports and designated third party services. Requires Records Management.
Advanced Audit Trail		CLATX	$2,875.00	Account	3.1%	$ 2,785.88	Advanced Audit Trail also allows you to log security changes and the searches that are performed on a repository, the tracking of why users performed certain actions, and Laserfiche watermarks, which is another form of client-side auditing. Client-side auditing helps your organization keep track of why a user performed a particular action
Laserfiche Smart Invoice Capture	Up to 10,000	CISC	$6,000.00	Invoices per year	3.1%	$ 5,814.00	Smart Invoice Capture uses machine learning technology to capture information from any invoice, in any format. Pricing is determined based on the total number of invoices processed per year
	Up to 20,000		$9,996.00	Invoices per year	3.1%	$ 9,686.12	
	Up to 50,000		$19,980.00	Invoices per year	3.1%	$ 19,360.62	
	Up to 100,000		$34,980.00	Invoices per year	3.1%	$ 33,895.62	
	Up to 250,000		$57,996.00	Invoices per year	3.1%	$ 56,198.12	
Laserfiche Quick Fields Complete with Agent	10	CLQCXA	$12,000.00	Device	3.1%	$ 11,628.00	Batch processing application for scanned documents. This application is licensed per desktop; you will need one copy of the software for each computer on which it will be installed. Quick Fields and Validation packages for Bar Code and Real-Time Look up, Quick Fields Core plus Forms Alignment, Forms Identification, Forms Extractor, Optical Mark Recognition and Auto Stamp/Redaction/Bates Num. Quick Fields Core plus Document Classification. Quick Fields Agent allows you to schedule Quick Fields sessions and have them run unattended
Laserfiche ScanConnect		CCSX1	$100.00	Device	3.1%	$ 96.90	ScanConnect enables you to use ISIS scanning drivers to scan content into Laserfiche
Laserfiche Workflow Bots		CRPA	$5,000.00	Bot	3.1%	$ 4,845.00	Workflow bots offer a no-code solution to automating repeatable clicks and data entry action across applications, key for organizations looking to build more complete, end-to-end solutions
Laserfiche SDK		CTLN	$1,220.00	Account	3.1%	$ 1,182.18	Software Development kit that allows you to create custom solutions and integrations
Laserfiche API additional Calls	Block of 50,000	CTLA	$5,750.00	Calls per month	3.1%	$ 5,571.75	The Laserfiche API provides a set of RESTful web APIs to build custom integrations between the Laserfiche Cloud repository and other third-party applications
Storage (100 GB)		CLSAL	$300.00	Account	3.1%	$ 290.70	Additional storage capacity can be added in order store content such as documents or records. Sold in blocks of 100GB

Prepackaged Site Licenses

Product Description		Code	List Price	Licensing Metric	NCPA Discount	NCPA Contract Price	Product Description
Municipality Site License	Population less than 10,000	CLXGOV10	$3,100.00	Account	3.1%	$ 3,003.90	Site Licenses include 100 users with all the capabilities available in the Business tier. Available Cloud storage is 10TB
Municipality Site License	Population less than 15,000	CLXGOV15	$15,450.00	Account	3.1%	$ 14,971.05	
Municipality Site License	Population less than 25,000	CLXGOV25	$25,750.00	Account	3.1%	$ 24,951.75	Site Licenses include 150 users with all the capabilities available in the Business tier. Available Cloud storage is 10TB

Contracts require an annual subscription term and must be prepaid annually.
See the Laserfiche Marketplace Price List for more information regarding additional integrations.

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Laserfiche®

NCPA

Document and Records Management RFP

Laserfiche
November 16, 2022

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Laserfiche

3443Long Beach Blvd.
Long Beach, CA 90807
800-985-8533| 562-988-1688

November 16, 2022

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas, 79601

Re: ***National Cooperative Purchasing Alliance (NCPA) RFP # 36-22 for Document and Records Management***

To Whom It May Concern:

We are pleased to submit the attached proposal in response to the NCPA RFP # 36-22 for Document and Records Management. Compulink Management Center, Inc., doing business as Laserfiche, is the developer of the award-winning Laserfiche® enterprise content management solutions, as well as a respected system integrator and consultancy. We have a successful partnership historically with the NCPA contract for Document and Records Management and believe that Laserfiche is a particularly good fit to continue meeting Region 14 ESC's goal of deploying content management as a foundational technology to assist public agencies drive operational improvements and efficiencies.

Laserfiche is the document management solution of choice for many government and education institutions throughout the world. Over our 30+ years in business, we have cultivated a strong understanding of the business processes within government and education, allowing us to provide solutions which integrate with both commercial and homegrown applications. We have worked hard to foster a sense of community throughout our large and diverse customer base. Our public-sector customers constitute an exceptionally active collection of users anchored by inspirational Laserfiche luminaries.

The Laserfiche software solutions platform is developed and licensed to be implemented as core infrastructure technology for managing content and facilitating optimized business processes. The system bundles functionality and provides for the deployment of servers and repositories so individual departments have access to the tools they need to solve their specific business problems while the enterprise has complete control over system topology. Laserfiche provides the ability to deploy multiple systems for production, testing, development, and training to meet high availability, disaster recovery and changing development needs.

Our proposal follows the format proscribed in the RFP as closely as possible. We have been as concise as possible in our responses. We would be pleased to provide additional information related to this proposal, including our proposed solutions, as requested.

Thank you for your time and consideration.

Sincerely,

DocuSigned by:
Will Talbot
Will Talbot
EF514C0...

Head of Strategic Sales
1.562.988.1688 ext. 148
will.talbot@laserfiche.com

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TAB 1
MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status
Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

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Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety
Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

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Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. ~~The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies~~. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy
Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Compulink Management Center, Inc. dba Laserfiche

Company Name

3443 Long Beach Blvd

Address

Long Beach | California | 90807

City | State | Zip

562-988-1688 | N/A

Telephone Number | Fax Number

notices@laserfiche.com

Email Address

Peter Wayman | President

Printed Name | Position

DocuSigned by:
Peter Wayman
55434A302F9F438...

Authorized Signature

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TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 8, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Compulink Management Center, Inc. dba Laserfiche ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2022, referenced as Contract Number 01-158, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Document and Records Management;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

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termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

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ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Compulink Management Center, Inc. dba Laserfiche
Organization	Vendor Name
Matthew Mackel	Peter Wayman
Name	Name
Director, Business Development	President
Title	Title
PO Box 701273	3443 Long Beach Blvd
Address	Address
Houston, TX 77270	Long Beach, CA 90807
Address	Address
	DocuSigned by: Peter Wayman 35434A302F9F438
Signature	Signature
December 8, 2022	11/16/2022
Date	Date

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TAB 3
VENDOR QUESTIONAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☒ **All 50 States & District of Columbia**
(Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☒ **All U.S. Territories and Outlying Areas**
(Selecting this box is equal to checking all boxes below)

☐ American Somoa	☐ Northern Marina Island
☐ Federated States of Micrones	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

☒ **All Canada Provinces and Territories** (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☒ Yes ☐ Maybe ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☒ Yes ☐ Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation
It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm
a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a
Historically Underutilized Business

Small Business, MWBE and HUB Growth
If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☒ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency
Responding Company's principal place of business is in the city of Long Beach, ,
State of California.

Felony Conviction Notice
Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel
Which best describes your company's position in the distribution channel:

☒ Manufacturer Direct ☐ Certified education/government reseller

☐ Authorized Distributor ☐ Manufacturer marketing through reseller

☐ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person	Courtney Pugh
Title	Assistant Program Manager
Company	Compulink Management Center, Inc. dba Laserfiche
Address	3443 Long Beach Blvd
City/State/Zip	Long Beach, CA 90807
Phone	562-988-1688
Email	Courtney.Pugh@Laserfiche.com

Pricing Information
In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

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Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

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TAB 4

VENDOR PROFILE

Company's official registered name

Compulink Management Center, Inc. DBA Laserfiche

Company History

Since 1987, Laserfiche Enterprise Content Management software has been trusted by organizations worldwide to manage, secure, and share information. As a privately-held company based in California, Laserfiche develops solutions for capture, workflow, forms, e-signatures and case management that help organizations drive business value—and make timely, informed decisions. Laserfiche represents a unique combination of stability and innovation within the Enterprise Content Management industry. Stability within the management and development teams and sustained, consistent profitability has allowed Laserfiche to follow a long-term strategy without distraction from short-term pressures. Unparalleled customer loyalty and satisfaction are hallmarks of doing things the right way for decades.

Laserfiche utilizes an integrated architecture that allows services such as document imaging, document management and records management to be layered transparently and exposed through personalized interfaces. With a comprehensive set of tools designed specifically to work together, Laserfiche provides the ability to design and build creative solutions to complex business problems that break patterns developed over 30 years of doing things the way they have always been done.

Usability and accessibility are primary design considerations for every Laserfiche application. All administrative, design and configuration interfaces benefit from the same user focused design applied to user facing applications. This approach ensures that implementing, configuring, and maintaining a Laserfiche system does not require highly specialized technical skills, which makes it easy to rapidly expand system usage while minimizing total cost of ownership.

Dun & Bradstreet (D&B) number.

086512134

Organizational Chart

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Corporate Location and Contact Info

Laserfiche Headquarters - 3443 Long Beach Blvd, Long Beach, CA 90807
Name: Will Talbot
Title: Head of Strategic Sales
Telephone: 1.562.988.1688 x 148
Mobile: 1.562.253.1499
E-mail: will.talbot@laserfiche.com

Standard terms of payment

We sell direct and through a reseller channel. For our direct customers, the standard term is net 30. For our resellers with a credit line, standard term is net 30, except for expired LSSP orders for which standard term is "Due upon Receipt". For our new resellers, the standard term of payment is prepaid.

Competition in the Marketplace

We provide Enterprise Content Management solutions, so our competition ranges from industry specific document management providers to other ECM solutions. We have been recognized by analysts for being the best value ECM solution (InfoTech) and are consistently rated as one of the leaders in the ECM industry. Laserfiche defines the Transactional Content Management niche.

Financial Information

Financial information may be provided directly under separate cover to prospective customers with signed nondisclosure agreements.

Company Differentiation

Laserfiche is the leading provider of intelligent content management and business process automation. Laserfiche's robust digital transformation tools — including powerful workflows, electronic forms, document management, and analytics — enable organizations to configure solutions that meet their diverse needs. At the same time, Laserfiche provides low-code and no-code process automation that empowers business users to create and deploy solutions quickly. The Laserfiche Solution Marketplace is a powerful example of this approach, with 150-plus prebuilt solution templates aimed at helping jumpstart process automation and digital transformation, which range from common business processes (such as new hire onboarding, accounts payable and contract management) to individual industry or organization needs (such as student registration and enrollment, transportation request or student accident report forms). Users can quickly deploy their own automated workflows or connect Laserfiche to other applications faster using these prebuilt solutions, which follow industry-vetted designs and best practices.

Laserfiche's development approach incorporates innovations in machine learning and AI to enable organizations in more than 80 countries to transform into digital businesses. Customers in the most highly regulated industries — including government, education, financial services, healthcare, and manufacturing — use Laserfiche to boost productivity, scale their business and deliver digital-first customer experiences. With DoD 5015.2 version 3-certified electronic records management, Laserfiche facilitates organizations' compliance with various regulatory requirements, additionally maintaining a set of industry compliance certifications and attestations itself such as SOC2 Type 2 Plus, HECVAT, DoD 5015.2 v3 certification. ISO 27001 is in progress.

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Laserfiche has also fostered an active user community, comprising customers who are very enthusiastic about sharing the solutions they've built and what they've achieved with Laserfiche. This knowledge sharing is incredibly value to users looking to learn and otherwise be inspired by others' digital transformation initiatives.

Marketing of the Contract if Awarded

With NCPA permission, we would market this partnership through the following channels:

- Press Release announcing the contract
- Announce the contract to our resellers and educate them on its use
- Partner with NCPA in the future to publicize implementations (with customer approval) and technological innovation at Laserfiche.

Introduction of NCPA to Company

Laserfiche would introduce NCAP to the entire company through email and company intranet, sharing the public press release. We will also educate our sales organization on the contract through our weekly sales enablement meeting.

Online Ordering

Our online catalog, the Laserfiche Ordering System, allows our resellers to place orders for their customers for current Laserfiche software. Resellers and Laserfiche Sales Representatives can then monitor and follow up with customer orders.

Customer Service Department

Our support team can be reached from 6:00 A.M. to 5:00 P.M. Pacific Standard Time, Monday through Friday, excluding holidays, at: (562) 988-1688
We also have a support portal, the Laserfiche Support Site (https://support.laserfiche.com)
General questions may be emailed to info@laserfiche.com

Green Initiatives

Laserfiche is committed to building and supporting the paperless office. Not only does this drive efficiency in our daily work, but it also helps to preserve our finite resources. This also supports our customers' green initiatives, by enabling them to build a paperless office.

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more.

Laserfiche's corporate social responsibility (CSR) program demonstrates continuing commitment to the company's employees, the local and global community and society-at-large. As a part of that commitment, mitigating impact on the environment is one of its pillars.

As an electronic content management company, the very nature of Laserfiche's software promotes paperless business operations through secure electronic records storage and process automation. Laserfiche's green initiatives focus on reducing our carbon footprint and improving our environmental impact through sustainable, mindful practices and environmental initiatives that preserve resources.

The new Laserfiche Headquarters in Long Beach was completed in early 2022. With

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sustainability and wellness at the forefront of the buildings' design, environmentally friendly building materials were used. Laserfiche recently submitted for Leadership in Energy and Environmental Design (LEED) Gold Certification, the globally recognized symbol of sustainability achievement and leadership. As the most widely used green building rating system in the world, it provides a framework for healthy, highly efficient green buildings.

The headquarters' parking garage encourages sustainable practices, with 21 carpool spots, 16 EV charging stations and a 700+ square foot bike station with 52 bike parking spaces, 2 pumps, and mechanical stations to support employees biking to work. The white building and cooling roof reduces the heat island effect while water retention planters help capture water to re-use, minimizing water run-off during a storm. To promote waste reduction, Laserfiche provides a 3-stream waste program, providing education on waste and receptacles for trash, recycling, and compost.

Windows on each floor maximize the use of natural daylight, while minimizing electricity usage and the attached fins provide shade. Additionally, a special window glazing helps minimize glare from the sun and lessen heat absorption. All lights are motion-censored to save electricity when areas are not in use.

The building features local, cradle-to-cradle recycled carpet, EnergyStar appliances and WaterSense fixtures. To prevent waste of paper and plastic, there are filtered water stations on every floor. Biophilic design of the building provides access to the outdoors, which live plants are scatter throughout the building.

When upgrading to more efficient technology and infrastructure, Laserfiche donates the technology to the nonprofit, Human-I-T, diverting technology from landfills. Since 2018, Laserfiche has diverted 20,578 pounds of technology, which is then repurposed and provided to communities to help bridge the digital divide.

Laserfiche has also partnered with the iDig Long Beach for the 10,000 trees by 2022 initiative. Laserfiche employees have helped plant and maintain street trees in Long Beach to combat air pollution and create an urban forest. Learn more here: https://laserfiche1.wistia.com/medias/byndbyp9uw?wtime=0. Furthermore, as part of our Laserfiche's Empower user conference, the company asked visitors to share their sustainability initiatives and planted over 600 trees on their behalf.

Anti-Discrimination Policy

Laserfiche is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, interns, and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation, and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status, and any other consideration protected by federal, state, or local law (collectively referred to as "protected characteristics").

Discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver license issued to those

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who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state, or local law. Laserfiche allows employees to self-identify their gender, name, and/or pronoun, including gender-neutral pronouns. Laserfiche will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, the Company will identify the employee in accordance with the employee's current gender identity and preferred name.

Laserfiche will not tolerate discrimination or harassment based upon these protected characteristics or any other characteristic protected by applicable federal, state, or local law. Laserfiche also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

Vendor Certifications

Laserfiche currently has DoD 5015.2 v3 certification, HECVAT certification and a SOC II PLUS available (provided with signed NDA). ISO 27001 certification in progress.

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TAB 5
PRODUCTS AND SERVICES

Laserfiche will perform and provide its products and/or services under the terms of this agreement with NCPA as well as the terms of its Cloud Subscription Agreement, End User License Agreement and/or Laserfiche Services Agreement, as applicable. Laserfiche will assist the end user with marking a determination of their individual needs.

See above referenced agreements for warranty, indemnification and other legal standard provisions.

The following is a list of Documents and Record Management categories offered by Laserfiche:

1. **Categories**

    - Enterprise Content Management
    - Workflow
    - Records Management
    - Records Storage
    - Intelligent Content Capture
    - Document Imaging
    - Document Management
    - Data Backup & Recovery
    - eForm Software
    - Mobile Access
    - Process Automation

All products in the Laserfiche product line are manufactured by Laserfiche, and details regarding functionality can be found on our website at www.laserfiche.com.

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2. Products and Services. Laserfiche will offer the following products and services:

2.1 Discovery. Discovery/Assessment of Existing Records, System, and Policies/Procedures shall include discovery/assessment sessions in order to develop a detailed assessment and strategic roadmap for a comprehensive Records Management Program.

Laserfiche typically performs discovery workshops as the first step in process initiation and work with our customers. From these sessions, we can provide a detailed assessment of the current state and a roadmap/plan to develop a comprehensive Records Management Program within the Laserfiche platform.

2.2 Tasks. Laserfiche will perform the following tasks:

A. On-site assessment/discovery interview sessions, with teams from Participating Agency's departments/divisions, to identify record repositories and processes that result in the generation of records from the following departments.

B. Assess current records requirements by the Participating Agency and types of records generated (e.g., data, documents, messages, hardcopies, electronic/soft copies, etc.)

C. Systems utilized to store records for both current and legacy documents.

D. Current taxonomy and metadata implemented.

E. Existing data inventory systems from offsite record storage providers.

F. Systems utilized to store records for both current and legacy documents.

G. Evaluation of adherence to the current Retention Schedule/Record Destruction Policy Identification and evaluation of records generated (hard copy and/or electronic) – Applicable federal, state, and local laws/regulations.

H. Current system used for record storage (current and archived).

I. Areas of potential record duplication.

Laserfiche project lifecycles cover the above tasks. Initial discussions are required to determine exactly what migrations from legacy systems would require. It is Laserfiche's expectation that after a migration all content, Laserfiche would become the source of truth for documents. Any risk of record duplication would be cleared up in the migration plan.

2.3 System Capability. Laserfiche solutions:

A. Are compatible with all modern web browsers (Edge, Firefox, Chrome, Safari, etc.)

Laserfiche is supported on the latest versions of Chrome, Microsoft Edge (Chromium), Firefox, and Safari for iOS.

B. Utilize a mobile-friendly, responsive design that is compatible on iOS and Android Mobile devices

C. Allow Participating Agency System Administrator to configure role-based permissions and individual user permissions.

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System administrators can set security permissions and feature rights on an individual or group basis.

D. Allow users to enter search parameters to locate documents by reference number, application name, document type, date received, site address and other entered attributes.

These metadata fields can be applied to all files/folders stored in the repository and used in search.

E. Allow Participating Agency Application Administrator to configure new folders, sub- folders, document attributes, and document types without Contractor's assistance. Administrator can select whether confidential folders are visible in the customer-facing interface.

Admin users can configure security rights, including visibility, on all files within the repository. Authorized users can create new folders, sub folders, metadata fields, templates, or document types, and configure other settings based on their assigned rights.

F. Allow Users to configure their own search parameters to enable searching by a variety of attributes, for example: reference number, date received, and document type.

Users can filter their searches by metadata fields (reference number, date, document type, or any other fields that are configured by authorized users.) These searches can also be saved and reused if needed.

G. Have options for onsite, cloud-based storage and hybrid-based storage

Laserfiche is available in either a Cloud SaaS system or Self-hosted system. Self-hosted systems can be hosted on an organization's onsite servers and/or Cloud environments such as Azure or AWS.

H. Allow Participating Agency to retain ownership of the data stored on the platform and the ability to extract it in full at any time.

I. Allow the direct import of common electronic document types (such as, but not limited to: TIF, PDF, JPG, Microsoft Office standard formats such as docx and xlsx).

All file types that can be stored within a Windows system can also be stored in the Laserfiche Repository.

J. Are easy to navigate, user-friendly user interface.

Laserfiche provides a friendly user experience by delivering a modern, intuitive user interface.

K. Allow for add-on for Microsoft Office Integration to enable import of emails directly into system.

Laserfiche has a user-friendly Microsoft Outlook integration that allows users to import emails with only a couple of clicks.

L. Allow for files can be uploaded by using a drag-and-drop system.

M. Allow Application administrator to upload document templates for use by users.

N. Enable storage of application presentation documents, such as PowerPoint files, photographs and videos

All files that can be saved on a Windows device can be uploaded into the

repository.

O. Identify duplicate documents within a folder

Depending on the Repository setup, workflow can be used to identify duplicate documents in a folder based on configured rules (such as when file names match).

2.5 Customer Facing Interface. The Laserfiche User Interface addresses the following requirements:

A. Include a count of the total number of documents in a folder,

B. Enable the downloading and printing of documents

C. Allow Administrator to redact sections of documents from public view if needed. Printed and downloaded documents include the redaction in the downloaded version,

Annotations, such as redactions, can be applied to document pages. Redactions will be included in downloaded versions of documents. When downloading document pages as PDFs, users can choose to convert Laserfiche annotations to PDF annotations upon download.

D. Ability to generate hyperlinks to specific documents within the system to allow these to be used in reports, emails, etc,

Please note that depending on how the document link is sent, users will still need to login to view the document.

E. Ability to select different languages and/or photos within the interface,

Laserfiche offers several language options to translate the interface display text within the repository client. Additionally, users can view photos stored in Laserfiche.

F. ADA Compliant Interface,

As a part of our ongoing commitment to accessibility within our software, Laserfiche has Voluntary Product Accessibility Templates (VPATs) available for review for our product suite. For more information visit https://www.laserfiche.com/legal/accessibility/

G. At-a-glance status of applications based on input meta-data (i.e meta-data and attribute can be added to application folders in addition to documents within folders to enable application status to be published/summarized via a page on the Participating Agency's website.

Metadata can be applied to folders and updated depending on the status of a document. This information can be displayed either in the Repository columns, or in the folder name itself so it can be viewed at a glance.

2.6 Reporting and Management. Laserfiche solutions meet the following requirements:

A. System generates reports of number of documents accessed, imported, uploaded, edited and deleted. Results can be refined by user.

Laserfiche Audit Trail enables you to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Users can filter reports based on criteria such as action performed, date range, etc.

B. System collects information on when documents are accessed/ viewed/ modified and

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downloaded.

Laserfiche Audit Trail can be configured to store this data into log files that can be used to generate reports.

C. System can generate reports on total size of all data stored in the system and, depending on whether system is cloud-based, where data is being stored.

Full storage information can be viewed within administrative consoles for both self-hosted and cloud. Self-hosted systems will also display storage location information by reporting on individual file volumes created for the system.

2.7 Testing. Laserfiche will complete all necessary implementation work in a professional manner that meets the requirements of the Participating Agency. Laserfiche will ensure that system is correctly configured to meet all Participating Agency functional requirements. Laserfiche will coordinate functional testing to ensure accuracy of configurations. Work shall commence within 45 days of contract award.

Projects always entail the delivery of a requirements document. On signing off on finalized requirements documentation, the development cycle begins. The Laserfiche development cycle runs in an agile manner where the team will demo new features/processes as they are being built to receive immediate feedback in coordination with the requirements deliverable. After development, the project enters the user acceptance testing phase where Laserfiche and our customer will work together to turn the requirements document into a test plan. It will be up to the customer to work through the test plan and confirm requirements are met. Laserfiche's goal with the agile development cycle is to make the User Acceptance Testing phase much easier for both parties as proper expectations are met early in the project.

2.8 Training. Laserfiche will provide resources experienced with developing and executing training plans, including content development and delivery, to assist the Participating Agency in meeting end-user training needs. Implementation shall occur in phases and knowledge transfer shall be an ongoing process throughout the entire project. Laserfiche will also provide knowledge transfer both verbally and through written documentation and procedures.

When working directly with our customer, Laserfiche provides engineers well-versed in all aspects of a project's lifecycle. A typical project flow runs as follows: project kickoff, requirements gathering, development, user acceptance training/testing, formal user training, go-live and stabilization. Knowledge transfer occurs during the entire project but agreed upon documentation is typically delivered between the UAT/Go-Live phases of the project.

Laserfiche's most successful projects follow a train-the-trainer approach, where a subset of business/admin users are trained directly by the Laserfiche staff and become well versed in the documentation provided. From there, these internal individuals are points of contact for onboarding new users or helping existing users work through any issues.

3. Deliverables. Laserfiche will work with each customer to develop the following deliverables in the assessment of the Participating Agencies current system and proposed solution:

A. Work Plan/Timeline: Provide work timeline with estimated days/hours required to complete the Discovery/Assessment of Existing Records, System, and Procedures.

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B. Findings Report with comprehensive findings resulting from the assessment/evaluations and onsite meeting completed.

C. Key Stakeholder Meeting: Conduct one on-site presentation of the gap analysis findings identified form the assessment/ evaluations and onsite meetings to the Participating Agency's identified project team.

D. Suggested retention processes that are applicable across various record generating processes and systems.

E. Include costs and strategies for implementing such automated processes across different enterprise systems.

F. A reduction of impacts to existing and future document users and resources, including processes that access, use, generate, store or destroy documents (including minimizing new requirements, responsibilities and processes related to managing documents).

G. Recommendations on maximizing the availability and accessibility of documents for business and transparency purposes.

H. Recommendations on minimizing the long-term costs associated with managing documents of all forms, including costs associated with onsite and offsite document filing, storing and retrieving, as well as storing and backing up electronic documents.

I. Recommendations on minimizing Participating Agency's liability associated with retaining and destroying documents and comply with applicable regulations and laws.

J. Document destruction, transference and conversion guidelines.

K. Identify space (internal or external) and equipment necessary for filing records. Determine if offsite records storage can be reduced for cost reduction for the Participating Agency.

L. General guidance on executing strategies for successful adoption of new policies, processes and procedures.

M. Recommendations for change management, training and other ongoing program management activities such as self-auditing.

N. Additional recommendations as needed.

O. Work Plan/Schedule for recommendations and strategies (including milestones and phases)

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TAB 8
VALUE ADDED PRODUCTS AND SERVICES

Laserfiche lists integrations available from our Professional Developer Partnership (PDP) members on the Integration Marketplace (https://www.laserfiche.com/products/marketplace/). These integrations compliment the Laserfiche product line.

Additionally, the Laserfiche Professional Services Group can work with customers and resellers to meet the customer's unique product needs. This services rate may be found in our separately provided price list.

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TAB 9
REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

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FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

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wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

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CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

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REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49
   U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

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to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

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4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

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ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

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made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	Compulink Management Center, Inc. dba Laserfiche
Address	3443 Long Beach Blvd.
City/State/Zip	Long Beach, CA 90807
Authorized Signature	DocuSigned by: Peter Wayman 55434A302F9F438 Peter Wayman, President
Date	11/16/2022

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Compulink Management Center, Inc. dba Laserfiche
Address	3443 Long Beach Blvd
City/State/Zip	Long Beach, CA 90807
Telephone Number	562-988-1688
Fax Number	Not Applicable
Email Address	notices@laserfiche.com
Printed Name	Peter Wayman
Title	President
Authorized Signature	DocuSigned by: Peter Wayman 55434A302F9F438...

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STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

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Laserfiche®

NCPA

Document and Records Management RFP

Laserfiche
November 16, 2022

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Laserfiche®

3443 Long Beach Blvd.
Long Beach, CA 90807
800-985-8533 | 562-988-1688

November 16, 2022

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas, 79601

Re: ***National Cooperative Purchasing Alliance (NCPA) RFP # 36-22 for Document and Records Management***

To Whom It May Concern:

We are pleased to submit the attached proposal in response to the NCPA RFP # 36-22 for Document and Records Management. Compulink Management Center, Inc., doing business as Laserfiche, is the developer of the award-winning Laserfiche® enterprise content management solutions, as well as a respected system integrator and consultancy. We have a successful partnership historically with the NCPA contract for Document and Records Management and believe that Laserfiche is a particularly good fit to continue meeting Region 14 ESC's goal of deploying content management as a foundational technology to assist public agencies drive operational improvements and efficiencies.

Laserfiche is the document management solution of choice for many government and education institutions throughout the world. Over our 30+ years in business, we have cultivated a strong understanding of the business processes within government and education, allowing us to provide solutions which integrate with both commercial and homegrown applications. We have worked hard to foster a sense of community throughout our large and diverse customer base. Our public-sector customers constitute an exceptionally active collection of users anchored by inspirational Laserfiche luminaries.

The Laserfiche software solutions platform is developed and licensed to be implemented as core infrastructure technology for managing content and facilitating optimized business processes. The system bundles functionality and provides for the deployment of servers and repositories so individual departments have access to the tools they need to solve their specific business problems while the enterprise has complete control over system topology. Laserfiche provides the ability to deploy multiple systems for production, testing, development, and training to meet high availability, disaster recovery and changing development needs.

Our proposal follows the format proscribed in the RFP as closely as possible. We have been as concise as possible in our responses. We would be pleased to provide additional information related to this proposal, including our proposed solutions, as requested.

Thank you for your time and consideration.

Sincerely,

DocuSigned by:
Will Talbot
Will Talbot
8F8BEF514C0...

Head of Strategic Sales
1.562.988.1688 ext. 148
will.talbot@laserfiche.com

DocuSign Envelope ID: 62679202-3365-4F99-95AC-0002066D67EE

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TAB 1
MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status
Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

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Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety
Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

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Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. ~~The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies~~. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy
Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Compulink Management Center, Inc. dba Laserfiche

Company Name

3443 Long Beach Blvd

Address

Long Beach | California | 90807

City | State | Zip

562-988-1688 | N/A

Telephone Number | Fax Number

notices@laserfiche.com

Email Address

Peter Wayman | President

Printed Name | Position

DocuSigned by:
Peter Wayman
55434A302F9F438...

Authorized Signature

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TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 8, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Compulink Management Center, Inc. dba Laserfiche ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2022, referenced as Contract Number 01-158, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Document and Records Management;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

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ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Matthew Mackel
Name

Director, Business Development
Title

PO Box 701273
Address

Houston, TX 77270
Address

Signature

December 8, 2022
Date

Compulink Management Center, Inc. dba Laserfiche
Vendor Name

Peter Wayman
Name

President
Title

3443 Long Beach Blvd
Address

Long Beach, CA 90807
Address

DocuSigned by:
Peter Wayman
5543A302F9F438...
Signature

11/16/2022
Date

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TAB 3
VENDOR QUESTIONAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☒ **All 50 States & District of Columbia**
(Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☒ **All U.S. Territories and Outlying Areas**
(Selecting this box is equal to checking all boxes below)

☐ American Somoa	☐ Northern Marina Island
☐ Federated States of Micrones	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

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☒ **All Canada Provinces and Territories** (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☒ Yes ☐ Maybe ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☒ Yes ☐ Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation
It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm
a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a
Historically Underutilized Business

Small Business, MWBE and HUB Growth
If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☒ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency
Responding Company's principal place of business is in the city of Long Beach, ,
State of California.

Felony Conviction Notice
Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel
Which best describes your company's position in the distribution channel:

☒ Manufacturer Direct ☐ Certified education/government reseller

☐ Authorized Distributor ☐ Manufacturer marketing through reseller

☐ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person	Courtney Pugh
Title	Assistant Program Manager
Company	Compulink Management Center, Inc. dba Laserfiche
Address	3443 Long Beach Blvd
City/State/Zip	Long Beach, CA 90807
Phone	562-988-1688
Email	Courtney.Pugh@Laserfiche.com

Pricing Information
In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

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Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

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TAB 4

VENDOR PROFILE

Company's official registered name

Compulink Management Center, Inc. DBA Laserfiche

Company History

Since 1987, Laserfiche Enterprise Content Management software has been trusted by organizations worldwide to manage, secure, and share information. As a privately-held company based in California, Laserfiche develops solutions for capture, workflow, forms, e-signatures and case management that help organizations drive business value—and make timely, informed decisions. Laserfiche represents a unique combination of stability and innovation within the Enterprise Content Management industry. Stability within the management and development teams and sustained, consistent profitability has allowed Laserfiche to follow a long-term strategy without distraction from short-term pressures. Unparalleled customer loyalty and satisfaction are hallmarks of doing things the right way for decades.

Laserfiche utilizes an integrated architecture that allows services such as document imaging, document management and records management to be layered transparently and exposed through personalized interfaces. With a comprehensive set of tools designed specifically to work together, Laserfiche provides the ability to design and build creative solutions to complex business problems that break patterns developed over 30 years of doing things the way they have always been done.

Usability and accessibility are primary design considerations for every Laserfiche application. All administrative, design and configuration interfaces benefit from the same user focused design applied to user facing applications. This approach ensures that implementing, configuring, and maintaining a Laserfiche system does not require highly specialized technical skills, which makes it easy to rapidly expand system usage while minimizing total cost of ownership.

Dun & Bradstreet (D&B) number.

086512134

Organizational Chart

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Corporate Location and Contact Info

Laserfiche Headquarters - 3443 Long Beach Blvd, Long Beach, CA 90807
Name: Will Talbot
Title: Head of Strategic Sales
Telephone: 1.562.988.1688 x 148
Mobile: 1.562.253.1499
E-mail: will.talbot@laserfiche.com

Standard terms of payment

We sell direct and through a reseller channel. For our direct customers, the standard term is net 30. For our resellers with a credit line, standard term is net 30, except for expired LSSP orders for which standard term is "Due upon Receipt". For our new resellers, the standard term of payment is prepaid.

Competition in the Marketplace

We provide Enterprise Content Management solutions, so our competition ranges from industry specific document management providers to other ECM solutions. We have been recognized by analysts for being the best value ECM solution (InfoTech) and are consistently rated as one of the leaders in the ECM industry. Laserfiche defines the Transactional Content Management niche.

Financial Information

Financial information may be provided directly under separate cover to prospective customers with signed nondisclosure agreements.

Company Differentiation

Laserfiche is the leading provider of intelligent content management and business process automation. Laserfiche's robust digital transformation tools — including powerful workflows, electronic forms, document management, and analytics — enable organizations to configure solutions that meet their diverse needs. At the same time, Laserfiche provides low-code and no-code process automation that empowers business users to create and deploy solutions quickly. The Laserfiche Solution Marketplace is a powerful example of this approach, with 150-plus prebuilt solution templates aimed at helping jumpstart process automation and digital transformation, which range from common business processes (such as new hire onboarding, accounts payable and contract management) to individual industry or organization needs (such as student registration and enrollment, transportation request or student accident report forms). Users can quickly deploy their own automated workflows or connect Laserfiche to other applications faster using these prebuilt solutions, which follow industry-vetted designs and best practices.

Laserfiche's development approach incorporates innovations in machine learning and AI to enable organizations in more than 80 countries to transform into digital businesses. Customers in the most highly regulated industries — including government, education, financial services, healthcare, and manufacturing — use Laserfiche to boost productivity, scale their business and deliver digital-first customer experiences. With DoD 5015.2 version 3-certified electronic records management, Laserfiche facilitates organizations' compliance with various regulatory requirements, additionally maintaining a set of industry compliance certifications and attestations itself such as SOC2 Type 2 Plus, HECVAT, DoD 5015.2 v3 certification. ISO 27001 is in progress.

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Laserfiche has also fostered an active user community, comprising customers who are very enthusiastic about sharing the solutions they've built and what they've achieved with Laserfiche. This knowledge sharing is incredibly value to users looking to learn and otherwise be inspired by others' digital transformation initiatives.

Marketing of the Contract if Awarded

With NCPA permission, we would market this partnership through the following channels:

- Press Release announcing the contract
- Announce the contract to our resellers and educate them on its use
- Partner with NCPA in the future to publicize implementations (with customer approval) and technological innovation at Laserfiche.

Introduction of NCPA to Company

Laserfiche would introduce NCAP to the entire company through email and company intranet, sharing the public press release. We will also educate our sales organization on the contract through our weekly sales enablement meeting.

Online Ordering

Our online catalog, the Laserfiche Ordering System, allows our resellers to place orders for their customers for current Laserfiche software. Resellers and Laserfiche Sales Representatives can then monitor and follow up with customer orders.

Customer Service Department

Our support team can be reached from 6:00 A.M. to 5:00 P.M. Pacific Standard Time, Monday through Friday, excluding holidays, at: (562) 988-1688
We also have a support portal, the Laserfiche Support Site (https://support.laserfiche.com)
General questions may be emailed to info@laserfiche.com

Green Initiatives

Laserfiche is committed to building and supporting the paperless office. Not only does this drive efficiency in our daily work, but it also helps to preserve our finite resources. This also supports our customers' green initiatives, by enabling them to build a paperless office.

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more.

Laserfiche's corporate social responsibility (CSR) program demonstrates continuing commitment to the company's employees, the local and global community and society-at-large. As a part of that commitment, mitigating impact on the environment is one of its pillars.

As an electronic content management company, the very nature of Laserfiche's software promotes paperless business operations through secure electronic records storage and process automation. Laserfiche's green initiatives focus on reducing our carbon footprint and improving our environmental impact through sustainable, mindful practices and environmental initiatives that preserve resources.

The new Laserfiche Headquarters in Long Beach was completed in early 2022. With

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sustainability and wellness at the forefront of the buildings' design, environmentally friendly building materials were used. Laserfiche recently submitted for Leadership in Energy and Environmental Design (LEED) Gold Certification, the globally recognized symbol of sustainability achievement and leadership. As the most widely used green building rating system in the world, it provides a framework for healthy, highly efficient green buildings.

The headquarters' parking garage encourages sustainable practices, with 21 carpool spots, 16 EV charging stations and a 700+ square foot bike station with 52 bike parking spaces, 2 pumps, and mechanical stations to support employees biking to work. The white building and cooling roof reduces the heat island effect while water retention planters help capture water to re-use, minimizing water run-off during a storm. To promote waste reduction, Laserfiche provides a 3-stream waste program, providing education on waste and receptacles for trash, recycling, and compost.

Windows on each floor maximize the use of natural daylight, while minimizing electricity usage and the attached fins provide shade. Additionally, a special window glazing helps minimize glare from the sun and lessen heat absorption. All lights are motion-censored to save electricity when areas are not in use.

The building features local, cradle-to-cradle recycled carpet, EnergyStar appliances and WaterSense fixtures. To prevent waste of paper and plastic, there are filtered water stations on every floor. Biophilic design of the building provides access to the outdoors, which live plants are scatter throughout the building.

When upgrading to more efficient technology and infrastructure, Laserfiche donates the technology to the nonprofit, Human-I-T, diverting technology from landfills. Since 2018, Laserfiche has diverted 20,578 pounds of technology, which is then repurposed and provided to communities to help bridge the digital divide.

Laserfiche has also partnered with the iDig Long Beach for the 10,000 trees by 2022 initiative. Laserfiche employees have helped plant and maintain street trees in Long Beach to combat air pollution and create an urban forest. Learn more here: https://laserfiche1.wistia.com/medias/byndbyp9uw?wtime=0. Furthermore, as part of our Laserfiche's Empower user conference, the company asked visitors to share their sustainability initiatives and planted over 600 trees on their behalf.

Anti-Discrimination Policy

Laserfiche is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, interns, and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation, and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status, and any other consideration protected by federal, state, or local law (collectively referred to as "protected characteristics").

Discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver license issued to those

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who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state, or local law. Laserfiche allows employees to self-identify their gender, name, and/or pronoun, including gender-neutral pronouns. Laserfiche will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, the Company will identify the employee in accordance with the employee's current gender identity and preferred name.

Laserfiche will not tolerate discrimination or harassment based upon these protected characteristics or any other characteristic protected by applicable federal, state, or local law. Laserfiche also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

Vendor Certifications

Laserfiche currently has DoD 5015.2 v3 certification, HECVAT certification and a SOC II PLUS available (provided with signed NDA). ISO 27001 certification in progress.

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TAB 5
PRODUCTS AND SERVICES

Laserfiche will perform and provide its products and/or services under the terms of this agreement with NCPA as well as the terms of its Cloud Subscription Agreement, End User License Agreement and/or Laserfiche Services Agreement, as applicable. Laserfiche will assist the end user with marking a determination of their individual needs.

See above referenced agreements for warranty, indemnification and other legal standard provisions.

The following is a list of Documents and Record Management categories offered by Laserfiche:

1. **Categories**

    - Enterprise Content Management
    - Workflow
    - Records Management
    - Records Storage
    - Intelligent Content Capture
    - Document Imaging
    - Document Management
    - Data Backup & Recovery
    - eForm Software
    - Mobile Access
    - Process Automation

All products in the Laserfiche product line are manufactured by Laserfiche, and details regarding functionality can be found on our website at www.laserfiche.com.

2. Products and Services. Laserfiche will offer the following products and services:

2.1 Discovery. Discovery/Assessment of Existing Records, System, and Policies/Procedures shall include discovery/assessment sessions in order to develop a detailed assessment and strategic roadmap for a comprehensive Records Management Program.

Laserfiche typically performs discovery workshops as the first step in process initiation and work with our customers. From these sessions, we can provide a detailed assessment of the current state and a roadmap/plan to develop a comprehensive Records Management Program within the Laserfiche platform.

2.2 Tasks. Laserfiche will perform the following tasks:

A. On-site assessment/discovery interview sessions, with teams from Participating Agency's departments/divisions, to identify record repositories and processes that result in the generation of records from the following departments.

B. Assess current records requirements by the Participating Agency and types of records generated (e.g., data, documents, messages, hardcopies, electronic/soft copies, etc.)

C. Systems utilized to store records for both current and legacy documents.

D. Current taxonomy and metadata implemented.

E. Existing data inventory systems from offsite record storage providers.

F. Systems utilized to store records for both current and legacy documents.

G. Evaluation of adherence to the current Retention Schedule/Record Destruction Policy Identification and evaluation of records generated (hard copy and/or electronic) – Applicable federal, state, and local laws/regulations.

H. Current system used for record storage (current and archived).

I. Areas of potential record duplication.

Laserfiche project lifecycles cover the above tasks. Initial discussions are required to determine exactly what migrations from legacy systems would require. It is Laserfiche's expectation that after a migration all content, Laserfiche would become the source of truth for documents. Any risk of record duplication would be cleared up in the migration plan.

2.3 System Capability. Laserfiche solutions:

A. Are compatible with all modern web browsers (Edge, Firefox, Chrome, Safari, etc.)

Laserfiche is supported on the latest versions of Chrome, Microsoft Edge (Chromium), Firefox, and Safari for iOS.

B. Utilize a mobile-friendly, responsive design that is compatible on iOS and Android Mobile devices

C. Allow Participating Agency System Administrator to configure role-based permissions and individual user permissions.

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System administrators can set security permissions and feature rights on an individual or group basis.

D. Allow users to enter search parameters to locate documents by reference number, application name, document type, date received, site address and other entered attributes.

These metadata fields can be applied to all files/folders stored in the repository and used in search.

E. Allow Participating Agency Application Administrator to configure new folders, sub- folders, document attributes, and document types without Contractor's assistance. Administrator can select whether confidential folders are visible in the customer-facing interface.

Admin users can configure security rights, including visibility, on all files within the repository. Authorized users can create new folders, sub folders, metadata fields, templates, or document types, and configure other settings based on their assigned rights.

F. Allow Users to configure their own search parameters to enable searching by a variety of attributes, for example: reference number, date received, and document type.

Users can filter their searches by metadata fields (reference number, date, document type, or any other fields that are configured by authorized users.) These searches can also be saved and reused if needed.

G. Have options for onsite, cloud-based storage and hybrid-based storage

Laserfiche is available in either a Cloud SaaS system or Self-hosted system. Self-hosted systems can be hosted on an organization's onsite servers and/or Cloud environments such as Azure or AWS.

H. Allow Participating Agency to retain ownership of the data stored on the platform and the ability to extract it in full at any time.

I. Allow the direct import of common electronic document types (such as, but not limited to: TIF, PDF, JPG, Microsoft Office standard formats such as docx and xlsx).

All file types that can be stored within a Windows system can also be stored in the Laserfiche Repository.

J. Are easy to navigate, user-friendly user interface.

Laserfiche provides a friendly user experience by delivering a modern, intuitive user interface.

K. Allow for add-on for Microsoft Office Integration to enable import of emails directly into system.

Laserfiche has a user-friendly Microsoft Outlook integration that allows users to import emails with only a couple of clicks.

L. Allow for files can be uploaded by using a drag-and-drop system.

M. Allow Application administrator to upload document templates for use by users.

N. Enable storage of application presentation documents, such as PowerPoint files, photographs and videos

All files that can be saved on a Windows device can be uploaded into the

repository.

O. Identify duplicate documents within a folder

Depending on the Repository setup, workflow can be used to identify duplicate documents in a folder based on configured rules (such as when file names match).

2.5 Customer Facing Interface. The Laserfiche User Interface addresses the following requirements:

A. Include a count of the total number of documents in a folder,

B. Enable the downloading and printing of documents

C. Allow Administrator to redact sections of documents from public view if needed. Printed and downloaded documents include the redaction in the downloaded version,

Annotations, such as redactions, can be applied to document pages. Redactions will be included in downloaded versions of documents. When downloading document pages as PDFs, users can choose to convert Laserfiche annotations to PDF annotations upon download.

D. Ability to generate hyperlinks to specific documents within the system to allow these to be used in reports, emails, etc,

Please note that depending on how the document link is sent, users will still need to login to view the document.

E. Ability to select different languages and/or photos within the interface,

Laserfiche offers several language options to translate the interface display text within the repository client. Additionally, users can view photos stored in Laserfiche.

F. ADA Compliant Interface,

As a part of our ongoing commitment to accessibility within our software, Laserfiche has Voluntary Product Accessibility Templates (VPATs) available for review for our product suite. For more information visit https://www.laserfiche.com/legal/accessibility/

G. At-a-glance status of applications based on input meta-data (i.e meta-data and attribute can be added to application folders in addition to documents within folders to enable application status to be published/summarized via a page on the Participating Agency's website.

Metadata can be applied to folders and updated depending on the status of a document. This information can be displayed either in the Repository columns, or in the folder name itself so it can be viewed at a glance.

2.6 Reporting and Management. Laserfiche solutions meet the following requirements:

A. System generates reports of number of documents accessed, imported, uploaded, edited and deleted. Results can be refined by user.

Laserfiche Audit Trail enables you to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Users can filter reports based on criteria such as action performed, date range, etc.

B. System collects information on when documents are accessed/ viewed/ modified and

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downloaded.

Laserfiche Audit Trail can be configured to store this data into log files that can be used to generate reports.

C. System can generate reports on total size of all data stored in the system and, depending on whether system is cloud-based, where data is being stored.

Full storage information can be viewed within administrative consoles for both self-hosted and cloud. Self-hosted systems will also display storage location information by reporting on individual file volumes created for the system.

2.7 Testing. Laserfiche will complete all necessary implementation work in a professional manner that meets the requirements of the Participating Agency. Laserfiche will ensure that system is correctly configured to meet all Participating Agency functional requirements. Laserfiche will coordinate functional testing to ensure accuracy of configurations. Work shall commence within 45 days of contract award.

Projects always entail the delivery of a requirements document. On signing off on finalized requirements documentation, the development cycle begins. The Laserfiche development cycle runs in an agile manner where the team will demo new features/processes as they are being built to receive immediate feedback in coordination with the requirements deliverable. After development, the project enters the user acceptance testing phase where Laserfiche and our customer will work together to turn the requirements document into a test plan. It will be up to the customer to work through the test plan and confirm requirements are met. Laserfiche's goal with the agile development cycle is to make the User Acceptance Testing phase much easier for both parties as proper expectations are met early in the project.

2.8 Training. Laserfiche will provide resources experienced with developing and executing training plans, including content development and delivery, to assist the Participating Agency in meeting end-user training needs. Implementation shall occur in phases and knowledge transfer shall be an ongoing process throughout the entire project. Laserfiche will also provide knowledge transfer both verbally and through written documentation and procedures.

When working directly with our customer, Laserfiche provides engineers well-versed in all aspects of a project's lifecycle. A typical project flow runs as follows: project kickoff, requirements gathering, development, user acceptance training/testing, formal user training, go-live and stabilization. Knowledge transfer occurs during the entire project but agreed upon documentation is typically delivered between the UAT/Go-Live phases of the project.

Laserfiche's most successful projects follow a train-the-trainer approach, where a subset of business/admin users are trained directly by the Laserfiche staff and become well versed in the documentation provided. From there, these internal individuals are points of contact for onboarding new users or helping existing users work through any issues.

3. Deliverables. Laserfiche will work with each customer to develop the following deliverables in the assessment of the Participating Agencies current system and proposed solution:

A. Work Plan/Timeline: Provide work timeline with estimated days/hours required to complete the Discovery/Assessment of Existing Records, System, and Procedures.

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B. Findings Report with comprehensive findings resulting from the assessment/evaluations and onsite meeting completed.

C. Key Stakeholder Meeting: Conduct one on-site presentation of the gap analysis findings identified form the assessment/ evaluations and onsite meetings to the Participating Agency's identified project team.

D. Suggested retention processes that are applicable across various record generating processes and systems.

E. Include costs and strategies for implementing such automated processes across different enterprise systems.

F. A reduction of impacts to existing and future document users and resources, including processes that access, use, generate, store or destroy documents (including minimizing new requirements, responsibilities and processes related to managing documents).

G. Recommendations on maximizing the availability and accessibility of documents for business and transparency purposes.

H. Recommendations on minimizing the long-term costs associated with managing documents of all forms, including costs associated with onsite and offsite document filing, storing and retrieving, as well as storing and backing up electronic documents.

I. Recommendations on minimizing Participating Agency's liability associated with retaining and destroying documents and comply with applicable regulations and laws.

J. Document destruction, transference and conversion guidelines.

K. Identify space (internal or external) and equipment necessary for filing records. Determine if offsite records storage can be reduced for cost reduction for the Participating Agency.

L. General guidance on executing strategies for successful adoption of new policies, processes and procedures.

M. Recommendations for change management, training and other ongoing program management activities such as self-auditing.

N. Additional recommendations as needed.

O. Work Plan/Schedule for recommendations and strategies (including milestones and phases)

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TAB 8
VALUE ADDED PRODUCTS AND SERVICES

Laserfiche lists integrations available from our Professional Developer Partnership (PDP) members on the Integration Marketplace (https://www.laserfiche.com/products/marketplace/). These integrations compliment the Laserfiche product line.

Additionally, the Laserfiche Professional Services Group can work with customers and resellers to meet the customer's unique product needs. This services rate may be found in our separately provided price list.

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TAB 9
REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

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wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

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CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

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REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49
   U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

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to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

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4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

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ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

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made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	Compulink Management Center, Inc. dba Laserfiche
Address	3443 Long Beach Blvd.
City/State/Zip	Long Beach, CA 90807
Authorized Signature	DocuSigned by: Peter Wayman 55434A302F9F438 Peter Wayman, President
Date	11/16/2022

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Compulink Management Center, Inc. dba Laserfiche
Address	3443 Long Beach Blvd
City/State/Zip	Long Beach, CA 90807
Telephone Number	562-988-1688
Fax Number	Not Applicable
Email Address	notices@laserfiche.com
Printed Name	Peter Wayman
Title	President
Authorized Signature	DocuSigned by: Peter Wayman 55434A302F9F438...

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STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments