

Master Contract Number 07814-001
for
Enterprise Content Management (ECM) between
Washington State Department of Enterprise Services
and
COMPULINK MANAGEMENT CENTER INC.
dba LASERFICHE

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PARTIES

This Master Contract (Master Contract) is entered into by and between the state of Washington, acting by and through the Department of Enterprise Services (DES), an Agency of Washington State government located at 1500 Jefferson Street SE, Olympia WA, 98501, and Compulink Management Center, Inc. dba Laserfiche (Contractor), a California corporation located at 3545 Long Beach Blvd., Long Beach, CA 90807 licensed to conduct business in the state of Washington under Washington State Universal Business Identifier 602792347. The purpose of this Master Contract is to provide Commercial-Off-The-Shelf (COTS) Enterprise Content Management (ECM) solution(s) products and related Services as described and identified herein.

RECITALS

The state of Washington, acting by and through DES issued Request for Proposal (RFP) Number 07814 dated December 19, 2014, for the purpose of entering into Master Contracts with multiple contractors for ECM solution(s) in accordance with its authority under Revised Code of Washington (RCW) 39.26.

Contractor submitted a timely Response to the RFP.

DES evaluated all properly submitted Responses to the above-referenced RFP and identified Contractor as one of the apparent successful bidders.

DES has determined that entering into this Master Contract with Contractor will meet Purchasers' needs and will be in the best interest of the state of Washington.

NOW THEREFORE, DES Awards to Contractor this Master Contract, the terms and conditions of which shall govern Contractor's provisioning of On-Premise ECM solution(s) which offers a perpetual license as described herein. This Master Contract is not for personal use.

IN CONSIDERATION of the mutual promises made and as hereinafter set forth, the parties agree as follows:

1 OVERVIEW

1.1 Term

1.1.1 Master Contract Initial Term

The initial term of this Master Contract shall be for five (5) years from date of last execution signature.

If the Master Contract expires or terminates, Purchaser's license(s) shall survive the Master Contract in perpetuity according to the terms of Contractor's software license agreement. Purchaser's contracts for professional Services will survive the Master Contract, on a contract-by-contract basis, until the earlier of (i) completion of the contracted Services, or (ii) termination of the Services contract. Contractor's Laserfiche Software Assurance Plan (LSAP) will survive the Master Contract, on a Purchaser's contract-by-contract basis, following expiration of the current term of the LSAP if renewed annually thereafter. Perpetual licenses survive the Master Contract. License agreements will survive the Master Contract. After termination of the Master Contract, Contractor is not authorized to provide additional Products or Services to new Purchaser(s); however, may provide additional products and services by mutually agreed upon amendment to a Purchaser's original Technology Solution Contract or applicable Statement of Work(s) when additional products and/or services substantially align with the original intended use of the Technology Solution Contract. After expiration or termination of the Master Contract, Contractor

and Purchaser will continue to perform any Statement of Work, Technology Solution Contract, or LSAP software support plan, executed before expiration or termination of the Master Contract, until each expires or is terminated on a contract-by-contract basis.

1.1.2 *Master Contract Extensions*

Extensions of the Master Contract for additional terms may be offered at the sole discretion of DES for up to three (3) additional two (2) year terms, subject to mutual agreement as to terms and conditions, including pricing. In the event extensions are offered, Contractor may be required to submit documentation which confirms that Contractor continues to meet original RFP technical requirements; specifically Department of Defense 5015.02 V3 certification or the most current version thereof.

1.2 **Purpose**

The purpose of this Master Contract is to provide Purchaser(s) with multiple options for ECM products and services based on the complexity of each Purchaser's needs and budget. The variety of products and services offered by the Contractor shall be the Core Offering of the Contractor's ECM products and services, which shall be purchased directly through the Contractor. Contractor will be the prime contractor and responsible for any ECM solution and/or products sold hereunder, including but not limited to professional services of Contractor's Subcontractors and any third-party software purchased under this Master Contract.

Under the authority of RCW 39.34.055 and 43.19.005, this Master Contract is available to all state Agencies and other governmental entities, municipalities, or public benefit non-profit organizations that may wish to benefit from entering into their own Technology Solution Contracts with Contractor subject to the terms of the Master Contract.

1.3 **Limitations**

In Contractor's RFP Response, Contractor may have proposed additional products and/or services which provided additional advanced functionality from third-party vendors which shall be referred to as "Extended Functionality." If Contractor does not have reseller agreements to sell the Extended Functionality within the boundary of this Master Contract, Purchaser may acquire Extended Functionality by various procurement methods outside of this Master Contract. Methods of procurement may include acquisitions: a) directly from an Original Equipment Manufacturer (OEM); b) by a formal solicitation from partners or software resellers; or, c) under the authority of a Sole Source Acquisition.

DES reserves the right to add functionality for additional products offered in this Master Contract.

1.4 **Definitions**

Agency or Agencies shall mean any Washington state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW [28B.10.016](#), and correctional and other types of institutions. This term also refers generically to any organization authorized under RCW 39.34.055 and 43.19.005.

Aggrieved Party shall mean the party whose rights or interests are damaged as a result of another party's action(s).

Amendment shall mean a change to the Master Contract.

Audit Trail shall mean a chronological account of the lifecycle of a Record.

Award shall mean DES's acceptance and subsequent Award of this Master Contract to a Bidder from RFP No. 07814.

Bidder shall mean the vendor who responded to the RFP and was Awarded this Master Contract.

Business Days shall mean Monday through Friday, 8:00 AM to 5:00 PM, Pacific Time, except for holidays observed by the state of Washington.

Commercial-Off-The Shelf shall mean Software products that are ready-made and available for sale to the general public.

Confidential Information shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state or federal statutes. Confidential Information may include, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card Information, payroll/labor data, driver's license numbers, medical data, law enforcement records, Agency source code or object code, Agency security data, and information identifiable to an individual. Purchasers may identify additional Confidential Information in a Technology Solution Contract. Confidential information also includes any personal information under the provisions of RCW 19.255.010 and RCW 42.56.590.

Contract - See Master Contract.

Contractor shall mean Compulink Management Center, Inc. dba Laserfiche (Contractor), a California corporation.

Core Offering shall mean Contractor's software products and Laserfiche Software Assurance Plans (LSAP), which are listed in Contractor's ECM Price Schedule, Exhibit A; including product updates, upgrades, and new versions.

Data shall mean any and all data within Purchaser's possession, custody, or control, including any and all data that Purchaser has disclosed to Contractor. For purposes of the Master Contract and the Technology Solution Contract, Purchaser's Data does not cease to be Purchaser's Data solely because it is transferred or transmitted beyond Purchaser's immediate possession, custody, or control.

Deliverable shall mean any tangible or intangible thing to be provided by Contractor to Purchaser as described in a Statement of Work and/or Technology Solution Contract.

Destruction shall mean the permanent disposal of a record as prescribed in the records retention schedule. An Audit Trail must document the Destruction as proof of actions taken. See Audit Trail.

Documentation shall mean the then current written user manuals or product guide specifications provided by Contractor for Products or proposed functionality offered in the Contractor's RFP Response, Exhibit E.

ECM Price Schedule shall mean the rate(s) quoted for products and/or Services by Contractor and attached as Exhibit A to this Master Contract.

End User License Agreement ("EULA") shall mean any software license agreement by which Contractor grants a licensee the right to use any Software, including, but not limited to, any such agreement made before or after execution of this Master Contract, and including without limitation any such agreement that either is affixed to (e.g., shrink-wrap), imbedded in (e.g., click-wrap), or in any way accompanies the Software upon delivery. The term "EULA" does not include this Master Contract, a Technology Solution Contract, or a Statement of Work.

Extended Functionality shall mean additional products purchased from third-parties outside of this Master Contract including but not limited to services, components, software/modules, open-source code, or interfaces which may be needed to provide Purchaser with additional functionality beyond the Contractor's Core Offering.

Interoperability shall mean the ability to interface with Microsoft products (Outlook, SharePoint, Word, etc.) as well as connect to and run from existing systems as disclosed to Contractor before execution of a Technology Solution Contract and/or Statement of Work.

LSAP means Contractor's Laserfiche Software Assurance Plan, a copy of which is attached as Exhibit E to this Master Contract and incorporated by this reference.

Management Fee shall mean a cost recovery fee associated with DES's administration of the Master Contract.

Master Contract shall mean this agreement, all incorporated schedules, exhibits, addenda, and subsequent mutually agreed upon Amendments to this Master Contract.

Master Contract Administrator shall mean the DES representative that manages the Master Contract on behalf of DES.

Mobile Standards shall mean any laws or regulations published by the Federal Trade Commission (FTC), Federal Drug Administration (FDA), U.S. and state Attorney General Offices, and other federal regulatory agencies that mandate specific practices, policies and procedures to govern the use of mobile devices, including the following FTC Staff Report, issued February 1, 2013, and the State of California Attorney General report on Privacy on the Go, Recommendations for the Mobile Ecosystem, issued January 2013.

On-Premise Software shall mean a Software solution which runs in an infrastructure on the premises of Purchaser's network environment using the Software, rather than at a remote facility such as at a server farm, cloud, or otherwise remotely hosted infrastructure or platform.

Product shall mean the On-Premise Enterprise Content Management solution or any component thereof, offered in Contractor's Response to the RFP and made available to Purchaser under this Master Contract).

Product Notice shall mean the notice received upon initial purchase or in the future that pertains to Software or hardware use rights, upgrades, warranty periods, maintenance, restrictions, or other modifications.

Public Disclosure Request shall mean a request for inspection or copying of a public record under RCW 42.56.

Public Record shall mean any paper, correspondence, completed form, bound record book, photograph, film, sound recording, map drawing, email, facsimile, machine-readable material, compact disc, or other document, regardless of its physical form or characteristics (including copies of such records), that are made by or received by any Agency of the state of Washington in connection with the transaction of public business. See RCW 40.14.010.

Purchaser shall mean any Washington State Agency, other Washington governmental entities or municipalities, boards commission, non-profit organization which are authorized by statute to acquire Products and Services under this Master Contract including, but not limited to, RCW 43.19, 39.26, and 39.34.

Record shall mean all records created, received, or edited by an individual within Washington State government, including all Data.

Request for Proposals (RFP) shall mean the Solicitation Number 07814 dated December 19, 2014, to procure the Products and Services which are the subject of this Master Contract.

Response shall mean Contractor's response to the RFP.

Revised Code of Washington or RCW shall mean the permanent laws in force, enacted by legislation, and signed by Washington State Governor, or enacted by the initiative process.

Services shall mean those activities provided by Contractor relating to this Master Contract or any Technology Solution Contract and/or Statement of Work, which Purchaser has elected to purchase from Contractor. Such Services may include, but are not limited to, project management, planning, configuration, customization, interfacing, integration, testing, training, implementation, and/or the ongoing support and maintenance of the Solution.

Software shall mean any programming code provided by Contractor to Purchaser, including Contractor-supplied third party software, application interfaces, or open-source code including micro-code, firmware, support tools, and operating system software.

Sole Source Acquisition shall mean the process by which additional Products or Services are purchased for Extended Functionality of the ECM Solution. Sole Source Acquisitions are defined in RCW 39.26.140.

Solicitation shall mean the RFP, and any Amendments or revisions thereto, which are associated with this Master Contract.

Solution shall mean Contractor's On-Premise Software and the related Services and LSAP support plans.

Specifications shall mean the explicit requirements specified in the RFP and proposed in the Response, or as modified by the Master Contract, a Technology Solution Contract, or a Statement of Work.

State shall mean the state of Washington acting by and through DES or the Purchaser.

Statement of Work or SOW shall mean the defined body of work to perform and deliver Services for a specific project or outcome. A Statement of Work may contain, among other matters, tasks, deliverables, acceptance criteria, timelines, warranties, consideration and/or payment terms, or other terms and conditions.

Subcontractor shall mean a non-employee of Contractor that has entered into a subcontract with Contractor to provide Services to Purchaser as required of Contractor under a Technology Solution Contract or a Statement of Work, pursuant to the terms and scope of the subcontract between Contractor and Subcontractor.

Technology Solution Contract shall mean the agreement that any Purchaser and Contractor enter into under the authority of this Master Contract to purchase an ECM Solution.

Usage Report (Usage) shall mean the quarterly report required by DES detailing all net collected sales amounts for the preceding quarter in accordance with the Sales and Subcontractors Report section of the Contract.

Washington Administrative Code or WAC shall mean the regulations of the executive branch agencies issued by the authority of statute.

2 MASTER CONTRACT ADMINISTRATION

2.1 Master Contract Administrator

DES shall appoint a single point of contact for this Master Contract. The Master Contract Administrator will provide oversight of the activities conducted hereunder and will be the principal contact for Contractor concerning business activities under this Master Contract.

2.2 Administration of Master Contract by DES

DES will maintain contract information and pricing, and reserves the right to make it available on DES's external website at <http://des.wa.gov> or at its option, Contractor may implement #5 below.

Contractor shall:

1. Competently and efficiently supervise and coordinate the implementation and completion of all contract requirements specified herein;
2. Identify Contractor's account manager, who will be the principal point of contact for the DES Master Contract Administrator concerning Contractor's performance under this Master Contract;
3. Immediately notify the Master Contract Administrator in writing of any change of the designated Contractor's account manager assigned to this Master Contract; and
4. Be bound by all written communications given to or received from the Contractor's designated account manager.
5. At its option the Contractor will create a pricing website which is not public facing and provide DES with a URL which DES will post to its website. Contractor shall maintain and manage access.

2.3 Master Contract Management by the Contractor

Upon Award of this Master Contract, Contractor shall:

1. Review the impact of the Award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
2. Ensure that those who endeavor to utilize this Master Contract are authorized Purchasers under this Master Contract.
3. Designate a product/service representative (may be the same as the account manager) who will be responsible for addressing any Master Contract or Purchaser issues.

2.4 Changes

Alterations to any of the terms, conditions, or requirements of this Master Contract shall only be effective upon written issuance of a mutually-agreed Amendment. However, changes to point of contact information may be updated via e-mail without the issuance of a mutually-agreed Amendment.

DES reserves the right to add products and/or Services within the original scope of this Master Contract as market conditions and Purchasers' needs change. Such modifications will be evidenced by issuance of a written and executed Amendment, which shall be negotiated and mutually agreed upon by the parties.

2.5 Statewide Payee Desk

Washington State requires the utilization of electronic payment in its transactions. Contractor shall be required to register in the Statewide Vendor Payment system prior to submitting a request for payment or invoice. The site may be found at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>

2.6 Fees and Reporting

2.6.1 Fees

The DES Master Contract program is required to be cost recoverable. Therefore, this Master Contract is subject to a Management Fee. Collection and remittance of this fee shall be conducted in accordance with the provisions set forth herein.

The Management Fee will be reviewed periodically to ensure that the program is self-supporting and may be adjusted accordingly by DES. DES may, at its sole discretion, increase, decrease, or eliminate the Management Fee upon thirty (30) days written notice to Contractor. For purposes of the Management Fee, the parties agree that the initial Management Fee was included in the pricing. Therefore, any increase or decrease of the Management Fee shall be reflected in contract pricing commensurate with the adjustment.

Contractor will pay the current Management Fee of 0.74 percent to DES on all State contract sales. The Management Fee must be rolled into the Contractor's current pricing, and not shown as a separate line item on an invoice.

Contractor will provide DES with a Usage Report detailing all net collected amounts for the preceding quarter according to the table listed below, in accordance with the Sales and Subcontractors Report section of the contract. DES will send an invoice each quarter, based on such report within thirty (30) days after receipt. Payment of the DES Management Fee is due one (1) month following Contractor's receipt of the invoice from DES. See Usage, Invoice, and Remittance Table below.

Taxability (if applicable): In 2013, the Washington Department of Revenue announced that if the underlying transaction requires sales tax, the DES Management Fee portion of the transaction is also subject to a sales tax. However, when the DES Management Fee that is held in trust by the Contractor is remitted to DES, it is not taxed a second time. Therefore, no sales tax is payable on the Management Fee component of the sales invoice.

DES reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all DES Management Fees have been paid. Failure to accurately report Usage, to submit a timely Usage report, or remit timely payment of the DES Management Fee may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

DES Management Fee payment from the Contractor to DES must reference the Contract number, work request number (if applicable), the name of the Contractor as known to DES, the year and quarter for which the DES Management Fee is being remitted, and the DES invoice number.

All payments must be sent to:

Washington State Dept. Enterprise Services
Finance Department
1500 Jefferson Street SE
P. O. Box 41460 Olympia, WA 98501

Usage, Invoice, and Remittance Table			
Quarter Ends	Usage Report due from Contractor within one month following the end of the quarter	DES invoices the Contractor within one month following Usage reporting	Contractor remits the Management Fee to DES within one month following DES invoice.
March 31	April 30	May 31	June 30
June 30	July 31	August 31	September 30
September 30	October 31	November 30	December 31
December 31	January 31	February 28	March 31

2.6.2 Reporting

Based on Contractor's sales, Contractor shall provide a Usage Report to DES on a quarterly basis in the electronic format provided here: [Contract Usage Reporting System Login](#).

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30, July 31, October 31, and January 31.

Contractor must submit to DES a quarterly Usage Report of all purchases made by Purchasers under the authority of this Master Contract. The report must identify: (1) the Master Contract number; (2) each Purchaser making purchases during the reporting quarter; (3) the total items purchases by each Purchaser; (4) the total invoice price, excluding sales tax and excluding the DES Management Fee, for each Purchaser; (5) the sum of all invoice prices for all Purchasers, excluding sales tax and excluding the DES Management Fees; and (6) the total amount of the DES Management Fees due for the quarter.

The report and Management Fee must be received by the fifteenth calendar day of the quarter following the month in which Contractor invoiced Purchaser. Reports are required to be submitted electronically, in the format provided by DES.

Should the Contractor have no sales activity in a quarter, no Management Fee will be required; however, Contractor shall be required to report zero (0) sales.

DES shall have the right to examine Contractor's records associated with purchases under this Master Contract in order to ensure compliance with all contract requirements.

3 PRICING

3.1 Price Protection

For the initial first year term of this Master Contract, Contractor must provide Products and Services based on rates that do not exceed the ECM Price Schedule attached as Exhibit A to this Master Contract. Such prices shall not be increased during the initial first year term of this Master Contract.

Prices are considered maximum or “ceiling” prices only. On a project by project basis, Contractor may elect to provide Products or Services to Purchasers at lower rates than those originally-established in this Master Contract.

DES acknowledges that pricing may vary for Services outlined in an SOW created under a Technology Solution Contract. Contractor acknowledges that SOW pricing based on fixed price deliverables (preferred method) shall substantially align with the hourly rates provided by Contractor’s RFP Response, Appendix E.

Volume discounts based on the number of user licenses apply only to new sales and not to Software upgrades by which Purchaser exchanges its current Software for credit against an upgraded Software suite.

Volume discounts apply on an Agency-by-Agency basis; therefore, Agency counts cannot be cumulative across the State.

Volume discount pricing for Software and support will apply only to additional user licenses purchased by any Agency or other Purchaser authorized to purchase under the Master Contract by State law. That is, an Agency that currently uses Contractor’s Software may not demand that all of its existing Software and support plans be repriced to reflect volume discount pricing that is applicable only to new sales of Products and Services under the Master Contract. However, discount pricing may be negotiated and apply at the time of renewal of annual LSAP support plans.

Contractor may provide additional Products and Services which substantially conform to the original RFP, by submitting said Product and Services to DES for approval.

3.2 Additional Charges

Unless otherwise specified in this Master Contract, no additional charges by Contractor will be allowed except when Purchaser and Contractor mutually agreed to such charges in a Technology Solution Contract, an SOW, or a signed Change Order. The rates for Services shall be in accordance with hourly rates set forth in the Contractor’s RFP Response (Appendix E); however, DES, Purchaser, and Contractor acknowledge that a mutually agreed upon SOW for integration and other Services may, upon mutual agreement, be converted to fixed price delivery and the fixed price deliverables shall substantially conform to the hourly rates offered in the Contractor’s Response to the RFP (Appendix E).

Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Master Contract Administrator’s sole discretion, additional charges may be allowed.

3.3 Price Adjustments

Contractor must submit requests for adjustments in pricing to the Master Contract Administrator, in writing, at least sixty (60) days prior to the start of the second, third, fourth, or fifth year terms of this Master Contract. Master Contract extensions shall not be contingent upon DES’s acceptance of Contractor’s requested price increases

Price adjustments may not be considered without documentation sufficient to justify the requested adjustment. Contractor may submit documentation based on published indices including the U.S. Department of Labor’s Employment Cost Index for Professional, Scientific and Technical Workers, as adjusted for additional employment costs in the states of California and Washington, as well as

the particular employment cost data for IT workers in the Los Angeles-Long Beach-Anaheim and Seattle-Tacoma-Olympia Metropolitan areas. The grant of any price adjustment will be at the good faith discretion of DES. Price Adjustments shall be no greater than three-percent (3%) per term and may not be accumulated term after term if unused. DES will notify Contractor in writing of any price increase granted, which will be confirmed in a written Amendment to the Master Contract. Price increases granted by DES shall remain unchanged during the Master Contract annual term in which they become effective, and no additional price increase requests will be granted during that annual term.

If DES refuses Contractor's requested price increase, or the parties do not reach agreement on Contractor's request for price increases, Contractor may then terminate the Master Contract for Convenience. With respect to any Technology Solution Contract and/or SOW which survive the termination of the Master Contract, Contractor's price provisions of Section 3 will survive the termination of the Master Contract.

3.4 Adjustment for Additional Insurance Coverage

If Contractor and Purchaser agree that additional insurance coverage is required or prudent given the risk of a Technology Solution Contract, the parties will have the right to approve a price adjustment to cover the cost of the additional required coverage, subject to documented proof of cost.

4 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

4.1 RFP Requirements

The RFP requirements are essential substantive terms of this Master Contract and are incorporated herein. Products and Services provided under this Master Contract shall meet or exceed all the mandatory requirements of the RFP.

4.2 Established Business

Prior to commencing performance, or prior to that time if required by DES, Purchaser, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding and/or insurance, facilities, equipment and trained personnel necessary to meet all requirements and provide the Products or to perform the Services contemplated by the parties under this Master Contract. Contractor shall maintain compliance with these requirements throughout the life of this Master Contract or any ongoing requirement necessitated by any transaction with a Purchaser that is originally subject to this Master Contract.

4.3 Contractor Certifications

Contractor shall maintain any required certification status for the initial term and any renewals of this Master Contract.

4.4 Use of Subcontractors

Contractor will be liable for a breach of contract, breach of warranty or negligence of its Subcontractors when they are acting within the course and scope of a Purchaser's Technology Solution Contract and/or a Statement of Work.

Prior to performance of a Technology Solution Contract and/or Statement of Work, Contractor shall identify all Subcontractors who will perform Services in fulfillment of contract requirements,

including their name, the nature of Services to be performed, address, telephone, facsimile, email, and federal tax identification number (TIN).

DES acknowledges that in the past or future, Contractor or Contractor's resellers may have products and services purchased by Agencies outside of this Master Contract and any resulting Technology Solution Contract(s) which is outside of the scope of this Master Contract.

4.5 Assignments

Contractor shall not assign or otherwise transfer its obligations under this Master Contract without the prior written consent of DES, which it may withhold in its discretion. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to assign or otherwise transfer its obligations under this Master Contract. Violation of this condition may be a material breach of this Master Contract if failure to give adequate notice causes significant harm or prejudice to Purchaser. Contractor shall communicate all requirements of the Master Contract to its assignee. Any transfer of Contractor's obligations will not release or reduce Contractor's liability for any breach in the performance of the Master Contract.

4.6 Contractor Authority

Contractor is authorized to sell under this Master Contract only those Products and Services as authorized by this Master Contract. Contractor shall not misrepresent to a Purchaser that Contractor is authorized to sell Products and/or Services using this Master Contract that are not within the scope of this Master Contract.

5 SITE SECURITY AND SAFETY

5.1 Site Security

While on DES's or any Purchaser's premises, Contractor and its agents, employees, and Subcontractors shall comply in all respects with all of Purchaser's physical, fire, safety, and other security regulations. DES must furnish all applicable regulations to Contractor in advance of executing any Technology Solution Contract or SOW.

5.2 Remote Access to Network

Contractor understands that in order to obtain remote access to Purchaser's Local Area Network (LAN), email, or supported computing environments through a remote access connection ("Remote Access"), Contractor must comply with Purchaser's Remote Access policy and any other applicable policies or procedures. Contractor shall, prior to access, complete and sign any applicable agreements or forms. Remote Access is conditioned upon an executed Technology Solution Contract. DES must furnish all applicable regulations to Contractor in advance of executing any Technology Solution Contract or SOW.

5.3 System Security

Contractor acknowledges and understands that it may be required to access Purchaser's computer networks in delivering Products to or performing Services for Purchaser under the authority of this Master Contract and that in providing such access to Contractor, Purchaser places special confidence and trust in Contractor. Contractor acknowledges and understands that any access granted by Purchaser to its computer networks shall be limited, restricted and conditioned upon Contractor's compliance with Purchaser's security policies and practices related to such access,

which Purchaser will provide to Contractor before execution of the Technology Solution Contract. Contractor warrants that it will provide all Products and/or perform all Services for or on behalf of Purchasers in full compliance with its security policies and practices as of the date of each respective Technology Solution Contract. For Washington State agencies, the Security Policy 141 - *Securing Information Technology Assets* is set forth by and through the Office of the Chief Information Officer (OCIO) and is located on the OCIO website at: <https://ocio.wa.gov/policies/141-securing-information-technology-assets> Contractor understands and agrees that the OCIO Security Policies shall serve as the standard for network security and warrants that it shall exercise its best efforts to comply with the Security Policies with respect to 1) any electronic transfer of code or; 2) prevention of unauthorized access; and 3) prevention of any and all undisclosed programs, extraneous code, Self Help code, unauthorized code, or other data that may be reasonably expected to damage data, code, software, systems or operations of any state Agency network, system or data. Contractor staff may be required by Purchaser to complete a certain minimum level of Security Awareness Training coursework depending on the skill and experience levels required by Purchaser. Purchasers may have differing security policies, which Contractor shall endeavor in good faith to meet when providing Products and/or Services to such Purchasers. Contractor's pricing may be adjusted to satisfy extreme security requirements of a Purchaser's environment as discovered prior to the execution of a Technology Solution Contract and SOW.

5.4 Data Storage, Transmission, and Archive

Any and all Data must be stored and transmitted within the contiguous United States of America only. No offshore storage or data transmission (e.g., for support services) or storage (e.g., data center, hosted site or backup, disaster recovery or other locations) will be permitted. Purchaser acknowledges that Contractor uses some off-shore technical resources to support its accounts during non-business hours, which may delay Contractor's ability to render full support during non-business hours.

6 PAYMENT

6.1 Payment, Invoicing and Discounts

Payment is the sole responsibility of Purchaser.

Contractor shall provide properly completed invoices to Purchaser. All invoices are to be delivered to the address indicated in the Purchaser's Technology Solution Contract.

Each invoice shall, at a minimum identify:

1. the associated Master Contract number;
2. Contractor's Statewide Payee Desk registration number assigned by DES,
3. the applicable Purchaser's Technology Solution Contract number, and,
4. the Product(s) and/or Services provided.

Contractor's invoices will show any applicable discount(s), including volume discounts.

Invoices will not be processed for payment, and the period of any prompt payment discount will not commence, until Purchaser receives (i) a proper invoice denominated in U.S. dollars and (ii) delivery of all invoiced items. Payment is subject to satisfactory performance by Contractor, including Services for implementation and integration of Software and/or other Deliverables, or completion of project milestones or project phases at a fixed-fee or time-and-materials basis, as set

forth in the Technology Solution Contract or SOW. Acceptance criteria will be established in the applicable Technology Solution Contract or SOW.

Payment for Services furnished by Contractor pursuant to this Master Contract will be made according to the payment terms in the applicable Technology Solution Contract or SOW. Notwithstanding the above, payments for annual support and maintenance may be invoiced and be paid in advance.

Unless the Technology Solution Contract or SOW provides for different payment terms, Purchaser's payments shall be due and payable within thirty (30) calendar days after provision and/or acceptance of Services or thirty (30) calendar days after receipt of properly prepared invoices, whichever is later. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net thirty (30) days will automatically apply. .

Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by Contractor.

6.2 Taxes, Fees, and Licenses

Taxes

Where required by statute or law, Contractor shall pay for and maintain in current status all taxes that are necessary for Master Contract performance. Unless otherwise indicated, Purchaser agrees to pay state of Washington taxes on all applicable Products and/or Services purchased hereunder. No charge by Contractor shall be made for federal excise taxes.

Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

Collection of Retail Sales and Use Taxes

In general, Contractors engaged in retail sales activities within the state of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the state of Washington is significantly associated with Contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Contractor either directly or by an agent or other representative:

1. Maintains an in-state office, service enterprise, or any other in-state place of business;
2. Regularly solicits orders from Purchasers located within the state of Washington via sales representatives entering the state of Washington;
3. Sends other staff into the state of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or
4. Other factors identified in [WAC 458-20](#).

Department of Revenue Registration for Out-of-State Contractors

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to [WAC 458-20-193](#), and contact the Department of Revenue for additional information (see [WA State Dept. of Revenue Registration Requirements](#)). When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in the state of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

Fees/Licenses

After Award of Master Contract, and prior to commencing performance under the Master Contract, Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Master Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Master Contract.

Taxes on Invoice

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Purchaser shall be responsible for sales tax and use taxes, if any, imposed on the Products and/or Services.

6.3 Minority and Women's Business Enterprise (MWBE) Participation

If Contractor or any of its Subcontractors are certified MWBE firms, with each invoice for payment and within thirty (30) days of Purchaser's request, Contractor shall provide Purchaser with an Affidavit of Amounts Paid. The Affidavit of Amounts Paid shall either state that Contractor still maintains its MWBE certification, or state that its Subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE Subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's [Retention of Records](#) section.

6.4 Overpayments to Contractor

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Master Contract within thirty (30) days' written notice of such payment. If Contractor fails to make timely refund, Purchaser may charge Contractor one (1) percent per month on the amount due, until paid in full.

6.5 Contractor Expenses

Purchaser will reimburse Contractor for travel and other expenses only as defined and approved in advance in a Purchaser's Technology Solution Contract, SOW, or as otherwise authorized by Purchaser in writing, in accordance with the then-current rules and regulations applicable to Purchaser. Contractor's expense reimbursement shall follow the Washington State per diem rules and regulations as set forth in the [Washington State Administrative and Accounting Manual](#). Contractor shall provide a detailed itemization of expenses, including the purpose, amounts and dates, and receipts for any individual expense of \$50.00 or more.

6.6 Audits

Contractor shall provide the right of access to its records which are directly applicable to this Master Contract to DES, or any of DES's officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Master Contract. In the event the parties are not in agreement as to the audit findings, the parties shall use the dispute resolution process set forth in the Master Contract. The parties shall make a good faith effort to resolve their dispute prior to any action at law.

7 QUALITY ASSURANCE

7.1 Contractor Commitments and Warranties

Contractor will comply with its commitments set forth in the Master Contract, Technology Solution Contract, and/or SOW. Contractor's commitments include: (i) Prices, discounts, and options that the parties agree will remain in force over a specified period of time; and (ii) Contractor's express warranties in its RFP Response, this Master Contract, a Technology Solution Contract, and/or an SOW.

Contractor warrants that its Services, including Deliverables, will be performed in a good and workmanlike manner. Unless otherwise agreed in a Technology Solution Contract or SOW, Contractor will correct any complaints about Services and/or Deliverables that are not in material compliance with this warranty and that are brought to its attention in writing within thirty (30) days after those Services and/or Deliverables are delivered to Purchaser. However, if Contractor cannot determine the cause of and/or correct the issue within 30 days following Purchaser's written notice, Contractor will provide Purchaser with a temporary fix or workaround solution within the 30-day notice period until a permanent correction or resolution is achieved. Contractor warrants that its Services and Deliverables which are original content will materially conform to their applicable specifications for a period of thirty (30) days following delivery to Purchaser.

Contractor acknowledges that if Purchaser is dissatisfied with the performance of an individual working on a Purchaser's project, Purchaser may report its dissatisfaction to Contractor in writing and may ask Contractor to replace the individual. Contractor shall work with Purchaser to provide staff who are acceptable to Purchaser.

Contractor must disclose in detail prior to execution of this Master Contract any known warranty caveats or Purchaser activities or circumstances that could potentially void warranties.

7.2 Product Warranties

The warranties provided in this section are in addition to any other warranties provided to Purchaser elsewhere in this Master Contract or in Contractor's End User License Agreement (EULA) or any other software license agreements. Contractor warrants: (a) that every item of Software, without unauthorized modification, will perform substantially in accordance with the Documentation applicable to the Software for a period of forty-five (45) days from the date the item of Software is installed unless (i) Purchaser made modifications, alterations, configurations or integrations of or to the Software without Contractor's assistance, or knowledge and approval; or (ii) Purchaser failed to follow Contractor's Documentation, EULA, Product Notices, or other information available on Contractor's website or through its Help Desk unless Contractor has not notified Purchaser of substantial changes; (iii) the defect, error, issue or complaint was caused by Purchaser's own acts or omissions or operator errors or by integration with other software not approved and performed by Contractor; or (iv) the defect, error, issue or complaint resulted from, was caused by, or was attributed to, acts or omissions of third parties who were not employees or Subcontractors of Contractor and who were not authorized, instructed or directed to engage in such conduct by Contractor, or circumstances, causes or events over which Contractor had no control or responsibility; (b) that Contractor has all necessary rights and authority to license the Software and to grant the licenses or use rights provided hereunder; and, (c) there is currently no actual or threatened legal action against Contractor by any third party based on an alleged violation of an intellectual or proprietary property right that has not been disclosed to DES and/or Purchaser and that could adversely affect Contractor's ability to license the use of the Software. Contractor agrees that it will not electronically repossess, trigger any lock, or use any device capable of halting operations or erasing or altering data or programs with regard to any Software that it has licensed to Purchaser.

7.3 Service Level Commitments

The objectives for Service Level Agreements (SLA) shall be documented in Contractor's LSAP, as attached and incorporated as Schedule A.

7.4 Cost of Remedy

Contractor, at its expense, will (a) correct any defective work or other Deliverables that do not substantially comply with Contractor's warranty; and if reasonably practicable and cost-effective, assist Purchaser in restoring and recovering lost data that resulted directly from a Software defect in breach of an express warranty by Contractor and which was not due to any acts or omissions of Purchaser or third-parties over whom Contractor had no control, management or contractual responsibility; or (b) upon inability to correct defect(s) Contractor may refund as set forth in the Limitation of Liability Section of this Master Contract upon mutual agreement.

Contractor disclaims any and all implied warranties that the Software is impenetrable, that it may not be breached by hackers or Purchaser's employees, or that Contractor will indemnify Purchaser or third parties whose data may have been lost, stolen, compromised or destroyed.

8 GENERAL LICENSE AND SUBSCRIPTION CLAUSES

8.1 License Grant

For purchases of an On-Premise Solution with a perpetual license, Contractor grants to Purchaser a non-exclusive, non-transferable, non-sublicensable and perpetual license to use, in object format, Contractor's Software solution identified in the Technology Solution Contract, subject to terms, conditions and restrictions set forth herein and therein. Purchaser may modify the Software and may combine such other programs, open-source, interfaces or materials to form a derivative work. License rights granted herein shall apply to all derivative works. Contractor will not be responsible for malfunctions, errors, lost data or other problems that are in any way attributable to or result from any such combinations or derivative works made or created by Purchaser or others at its direction without Contractor's involvement which may void Contractor's LSAP, with respect to any such combinations and derivative works or Software problems that result from them.

Unless otherwise agreed between the Contractor and Purchaser, Purchaser will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. Purchaser may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents. Purchaser may use backup or archival copies of the Software, without reinstallation or interruption of production copy(ies), for disaster recovery exercises at its disaster recovery site(s) subject to the Laserfiche End User License Agreement. Purchaser may make these backup or archival copies available to the disaster recovery site(s)' employees who require use of the Software in order to assist Purchaser with disaster recovery exercises. Purchaser agrees that production use of the Software at the disaster recovery site(s) shall be limited to times when Purchaser's facilities, or any portion thereof, are inoperable due to emergency situations.

8.2 General Terms

Purchaser shall not make the Software available to unauthorized third parties. Purchaser may not relicense, rent or lease the Software for third party training or commercial time-sharing except as expressly authorized in the Freedom of Use hereunder and defined in Purchaser's Technology Solution Contract. Purchaser shall not distribute sell, sublicense or otherwise transfer copies of the Software or any portion thereof, and shall not use the Software except as expressly permitted hereunder. No third-party software that is provided with the Software may be used independently from the ECM solution. Purchaser agrees not to translate, reverse engineer, decompile or otherwise derive the source code for the Software or allow third parties to do so.

Upon termination of the Technology Solution Contract and the non-renewal of annual maintenance and support, Purchaser may continue the use of subject products and will not be entitled to additional product upgrades or support.

Freedom of Use. Purchaser may provide information processing Services to other users that are Agencies of state government and other tax-supported entities, and not for profit organizations. Contractor acknowledges and understands that certain type of information is provided to the public. Purchaser may charge a fee for cost recovery purposes from Agencies or other tax-supported entities. If Contractor agrees in a Technology Solution Contract, Software delivered hereunder may be used in the delivery of these Services. Purchaser shall disclose intent to use the Solution in this manner and include license and maintenance and support costs in the Technology Solution

Contract. If Contractor agrees in a Technology Solution Contract, then such use of Software products is acceptable under the licensing agreements contained herein. Purchaser acknowledges that additional license(s) may need to be purchased in accordance with Contractor's product use and' licensing policies.

Purchaser may move Software from one device in Purchaser's custody and control to another in the same Agency; or to another Agency, but only if specifically authorized by Contractor in a Technology Solution Contract or amendment to an existing Technology Solution Contract. In either event, such Software must be completely removed from the first device when it is installed on the new device after Purchaser's verification of a successful installation.

8.3 License and Bankruptcy Provision

Purchaser shall have a present license right in and to the software that is used to provide an ECM Solution. The rights to the Solution provided by Contractor to Purchaser under the Technology Solution Contract constitutes "intellectual property" as defined in Section 101(35A) of the Bankruptcy Code, as amended, and the Technology Solution Contract shall be governed by Section 365(n) of the Bankruptcy Code, as applicable, in the event Technology Solution Contractor voluntarily or involuntarily becomes subject to the protection of the Bankruptcy Code and Contractor or the trustee in bankruptcy rejects the Technology Solution Contract. In the event Contractor voluntarily or involuntarily becomes subject to the protection of the Bankruptcy Code and Contractor or the trustee in bankruptcy rejects the Technology Solution Contract under Section 365 of the Bankruptcy Code, Purchaser shall have the right to: (a) treat the Technology Solution Contract as terminated; or (b) retain Purchaser's rights under the Technology Solution Contract, specifically including the right to exercise its rights granted herein to use the software (and to all work-in-progress relating thereto). Failure by Purchaser to assert its right to retain its benefits to the intellectual property embodied in the software pursuant to Section 365(n)(1)(B) of the Bankruptcy Code with respect to an executory contract rejected by Contractor or the trustee in bankruptcy shall not be construed by the courts as a termination of such contract by Purchaser under Section 365(n)(1)(A) of the Bankruptcy Code. Any attempted assignment of the Technology Solution Contract by Contractor or the trustee in bankruptcy to a third party shall be subject to such third party providing "adequate assurance of future performance" (as referenced in Section 365(f) of the Bankruptcy Code) to Purchaser. Among other requirements as may be reasonably imposed, "adequate assurance" shall include a third party's express written agreement to assume all of Contractor's obligations under the Technology Solution Contract.

8.4 Mobile Standards

To the extent the Solution has mobile features or uses a mobile platform, the mobile component of the Software will substantially comply with Mobile specifications in Contractor's Documentation and Technology Solution Contract. The terms of this section are effective upon Technology Solution Contract execution that includes mobile components and shall remain in effect with respect to particular mobile components as long as Purchaser is receiving these Services.

9 INFORMATION AND COMMUNICATIONS

9.1 Retention of Records

Contractor shall maintain all books, records, documents, data and other evidence relating to this Master Contract and the provision of Products and/or Services described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Master Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Master Contract, shall be subject at all

reasonable times to inspection, review, or audit at Contractor's headquarters by DES, personnel duly authorized by the DES, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement. Any audit of an Agency is at the discretion and expense of the Washington State Auditor's Office.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records plus one (1) additional year or until such litigated claim has been resolved.

9.2 Proprietary or Confidential Information

Contractor acknowledges that DES and Purchaser are subject to the Public Records Act, RCW 42.56 and that this Master Contract and any work shall be a public record as defined by this statute. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor.

To the extent consistent with the Public Disclosure Act, RCW 42.56, DES and/or Purchaser shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a public disclosure request is made to view Contractor's proprietary information, DES and/or Purchaser will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor objects in writing to the release of confidential or proprietary records. If Contractor objects to release of proprietary or confidential records, Contractor shall obtain a court order to prohibit DES and/or Purchaser from releasing records. If Contractor fails to obtain a court order, DES and/or Purchaser will release the requested information on the date specified.

DES and/or Purchaser's sole responsibilities shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as DES and/or Purchaser retains Contractor's information in DES and/or Purchaser records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

9.3 Non-Endorsement and Publicity

The Award of this Master Contract is not in any way an endorsement of Contractor's Products or Services, nor does it suggest that they are the best or only solution to meet Purchaser's needs. Contractor will not refer to DES, any Purchaser or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the DES, except and to the extent that such reference is a matter of public record.

9.4 Ownership/Rights in Work Product and Data

Contractor shall own and retain all title, copyright, patents, trademarks, trade secrets, and other proprietary rights in the Software, Documentation and Deliverables, including but not limited to bug patches, fixes, updates, upgrades, enhancements, modifications and all derivatives and all other manifestations of Contractor's intellectual property. Aside from the license granted hereunder, DES and/or Purchaser do not, nor does any third party, acquire any right, express or implied, in any Contractor's intellectual property.

Contractor warrants that it owns the Software and has title to and all rights necessary to deliver the Software to DES, and has obtained rights to deliver other software to DES from any third party software included in Contractor's Software Solution. No title, ownership or interest in Contractor's

Software or any of its parts, in any third party Software incorporated into Contractor's Solution, or applicable rights therein such as patents, copyrights and trade secrets, shall be transferred to DES.

With respect to Contractor owned intellectual property included in a Deliverable under a SOW, Contractor grants the Purchaser a non-exclusive, non-transferable, irrevocable, perpetual license for the sole purpose of allowing the Purchaser to make use of thereof for its own internal purposes in the manner contemplated in the applicable SOW. Such license is subject to the Purchaser's payment of all fees and expenses under the related SOW.

DES, Purchaser, and Contractor agree that all data and custom software developed for Purchaser (if any), (collectively called "Purchaser Product") produced pursuant to Purchaser's Technology Solution Contract under this Master Contract shall not be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq., but shall be covered by the license provisions of this Master Contract.

DES, Purchaser, and Contractor agree that all data and Purchaser Product created pursuant to Purchaser's Technology Solution Contract under this Master Contract shall be owned by Contractor. Contractor shall provide Purchaser with non-exclusive, non-transferable, non-sub licensable perpetual license to use such Purchaser Product.

Material that is delivered under this Master Contract or Purchaser's Technology Solution Contract, but that does not originate therefrom ("Preexisting Material"), shall be owned by the party delivering such material.

Contractor shall use State data only to provide and maintain the Services provided under this Contract. Contractor will not capture, maintain, scan, index, share or use State data stored or transmitted by such Services, or otherwise use any data-mining technology, except as authorized or required by this Master Contract, a Technology Solution Contract, or SOW. Contractor shall not use State data stored or transmitted by such Services for any advertising or other commercial purpose of Contractor or any third party.

Each party is and shall remain the owner of all right, title and interest in and to any and all Data that it owned prior to the Effective Date, and in and to any Data to which it may hereafter acquire ownership. Without limiting the generality of the foregoing, Purchaser shall own all right, title and interest in and to Purchaser Data. Except as otherwise provided in the Master Contract, no party shall be obligated to convey any right, title and/or interest in any data to the other. Subject to the terms of the Master Contract, including the license rights granted to Purchaser hereunder, each party, upon request of the other, promptly shall return to the other any data owned by the other that may have been disclosed hereunder (including state Records).

9.5 Protection of Purchaser's Confidential Information

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with or in performance of this Master Contract or work may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Master Contract or any work, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Master Contract or any work, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors

who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. As set forth in the Technology Solution Contract, Contractor agrees to implement physical, electronic, and managerial safeguards (consistent with software industry best practices), including but not limited to those prescribed by the Purchaser, to prevent unauthorized access to Confidential Information.

As set forth in the Technology Solution Contract, if Contractor comes into contact with medical data or Protected Health Information, Contractor will enter into a Business Associate agreement with Purchaser, as required by federal or state laws, including HIPAA, prior to the commencement of any work.

DES and Purchasers reserve the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Master Contract or any work. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

In the event of the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the Purchaser ("Data Breach"), Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to [RCW 19.255.010](#) and [RCW 42.56.590](#). If a Data Breach occurs and that is found to be the direct result of Contractor's acts or omissions, Contractor will assume complete responsibility for notification of affected parties, and will pay Purchaser's documented out of pocket costs (excluding cost of internal resources) to restore records or data from the most recent usable backup provided that Purchaser has implemented a data backup and recovery system that meets software industry best practices standards.

If Contractor is only partially responsible for a Data Breach, Contractor's obligation to compensate Purchaser will be equitably apportioned to Contractor based on Contractor's proportionate share of responsibility for the total loss suffered by Purchaser.

Violation of this section by Contractor or its Subcontractors may result in termination of this Master Contract and any work and demand for return of all Confidential Information, and/or payment of monetary damages, or penalties.

10 GENERAL PROVISIONS

10.1 Governing Law / Venue

This Master Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be exclusively in the Superior Court for Thurston County. However, if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted as part of the law of the state of Washington, said statute will not govern any aspect of this Contract or any license granted hereunder, and instead the law as it existed prior to such enactment will govern.

10.2 Severability

If any terms and conditions of this Master Contract or any terms or conditions of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other terms and conditions of this Master Contract or such other document incorporated by reference that can be given effect without the invalid term/condition, to this end the terms and conditions of this Master Contract are declared to be severable.

10.3 Survivorship

All transactions executed for Products and Services provided pursuant to the authority of this Master Contract shall be bound by all of the terms, conditions, prices and price discounts set forth herein, notwithstanding the expiration of the initial term of this Master Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Master Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Master Contract shall so survive. In addition, the terms of the sections titled [Overpayments to Contractor](#); [Ownership/Rights in Work Product and Data](#); General License and Subscription Clauses, [Contractor Commitments, Warranties and Representations](#); [Protection of Purchaser's Confidential Information](#); [Audits](#); [Order of Precedence, Incorporated Documents, Conflict and Conformity](#); [Non-Endorsement and Publicity](#); [Retention of Records](#); [Patent and Copyright Indemnification](#); [Proprietary or Confidential Information](#); [Ownership/Rights in Work Product and Data](#), [Problem Resolution and Disputes](#); and [Limitation of Liability](#) shall survive the termination of this Master Contract.

10.4 Independent Status of Contractor

In the performance of this Master Contract, the parties will be acting in their corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Master Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under [RCW 41.06](#), or [RCW 51](#).

10.5 Gifts and Gratuities

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: [RCW 39.26.020](#) , [RCW 42.52.150](#), [RCW 42.52.160](#), and [RCW 42.52.170](#) under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, Services, or anything of economic value in conjunction with state business or Contract activities.

Under [RCW 39.26.020](#) and the Ethics in Public Service Law, [Chapter 42.52 RCW](#) state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by [RCW 42.52.150](#)) if the officer or employee participates in contractual matters relating to the purchase of goods or Services.

10.6 Save Harmless/Indemnification. Contractor shall defend, indemnify, and save DES and/or Purchaser harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or physical damage to property of such third parties that are caused by intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents., Contractor's Subcontractors, their officers, employees, or agents. Contractor's obligation to defend, indemnify, and save DES and/or Purchaser harmless shall not be eliminated or reduced by an alleged concurrent DES and/or Purchaser negligence.

10.6 Personal Liability

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the state of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied,

nor for any statement or representation made herein or in any connection with this agreement. If Contractor is only partially responsible for a loss described in this section, Contractor's obligation to compensate Purchaser will be equitably apportioned to Contractor based on Contractor's proportionate share of responsibility for the total loss suffered by Purchaser.

10.7 Insurance

The following are general insurance provisions for the term of the Master Contract with DES. Contractor shall maintain the minimum insurance coverages in the table below. The "Department of Enterprise Services" shall be named as the "additional insureds" on the following policies:

INSURANCE TYPE	MINIMUM PER OCCURRENCE / AGGREGATE
Commercial General Liability (occurrence/aggregate)	\$1,000,000/ \$2,000,000
Personal Injury Aggregate	\$1,000,000
Professional Liability Technology (including Cyber Liability Insurance)	\$1,000,000/ \$5,000,000

Contractor shall provide DES with a copy of the Certificate of Insurance for all policies within fifteen (15) calendar days of the Master Contract execution. The Certificate must include the Master Contract reference number.

Additional insurance coverage specific to the Products and/or Services sold to Purchasers shall be required. The Agency name, the Purchaser, shall be listed as the "additional insureds." The limits of liability insurance shall not be less than table above and may be increased based on the scope, complexity, and risk of the Solution purchased. Contractor shall provide the Purchaser with a copy of the Certificate of Insurance for all policies within fifteen (15) calendar days of Technology Solution Contract execution. The Certificate must include the affected Technology Solution Contract reference number.

a. General requirements

Contractor shall, at its own expense, obtain and keep in force insurance coverage as follows until expiration of the Master Contract and/or Technology Solution Contract. Upon request, Contractor shall furnish evidence in the form of insurance policies and endorsements satisfactory to DES and/or Purchaser that insurance, in the following kinds and minimum amounts, have been secured. Failure to provide proof of insurance, as required, may result in Master Contract and/or Technology Solution Contract cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

b. Specific requirements

Employers Liability (Stop Gap): Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. DES and/or Purchaser will not be held responsible in any way for claims filed by the Contractor or their employees for Services performed under the terms of this Master Contract and/or Technology Solution Contract.

Commercial General Liability Insurance: Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of Services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, independent contractors working under a subcontract with Contractor, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Professional Liability Technology Errors and Omissions (including Cyber Liability): This insurance shall provide coverage for professional Services delivery and include protections for cyber liability.

c. Business Auto Policy

Automobile liability insurance shall be required if professional Services delivered pursuant to a Technology Solution Contract involve the use of vehicles, or the transportation of clients. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death, and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

d. Additional insurance provisions

All above insurance policies shall include, but not be limited to, the following provisions:

Additional insureds:

The "Department of Enterprise Services" and all authorized Purchasers shall be named as an additional insured with appropriate coverages on all general liability, professional liability umbrella, and excess insurance policies as applicable. Notice of policy(ies) cancellation/Non-renewal:

For insurers subject to RCW 48.18 (admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee thirty (30) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Master Contract and/or Technology Solution Contract.

e. Surplus Lines

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the director of purchasing or designee twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Master Contract and/or Technology Solution Contract. Written notice shall include the affected contract reference number(s).

f. Cancellation for non-payment of premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be provided to the Master Contract Administrator or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected contract reference number(s).

g. Identification:

Policies and/or certificates of insurance shall include the affected contract reference number(s).

h. Insurance carrier rating

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before Master Contract and/or Technology Solution Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with RCW 48.15 and [284-15 WAC](#) .

i. Excess coverage

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. By requiring insurance herein, DES and/or Purchaser do not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursement granted to DES and/or Purchaser under this Master Contract.

j. Limit adjustments

The insurance coverage requirements as set forth in this Master Contract are minimum insurance requirements. Purchaser reserves the right to request an increase to the above stated policy limits based on the scope, complexity, and risk of each purchased solution. Upon mutual agreement between Purchaser and Contractor in the Technology Solution Contract, Contractor may pass the cost of additional insurance requirements to Purchaser as set forth in the Adjustment for Additional Insurance Coverage section. Any changes shall be negotiated at the time of purchase.

k. Industrial Insurance Coverage

The Contractor shall comply with the provisions of [RCW 51](#), Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DES may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Contractor.

10.8 Nondiscrimination

During the performance of this Master Contract, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, [Chapter 49.60 RCW](#), Discrimination – Human Rights Commission.

10.9 Waiver

Failure or delay of any party to insist upon the strict performance of any term or condition of the Master Contract or to exercise any right or remedy provided in the Master Contract or by law; or a party's acceptance of or payment for materials, supplies, Services and/or equipment, will not release the party from any responsibilities or obligations imposed by this Master Contract or by law, and will not be deemed a waiver of any right of the party Purchaser to insist upon the strict performance of the entire agreement by the other party. If either party claims a breach of Master Contract and/or Technology Solution Contract against the other party, no provision of this Master Contract shall be construed, expressly or by implication, as a waiver by the party bringing the claim against the other party of any existing or future right and/or remedy available by law.

10.10 Treatment of Assets

Any tangible Purchaser property furnished to Contractor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Master Contract or any work.

All reference to Contractor under this section shall also include Contractor's employees, agents, or Subcontractors.

10.11 Patent and Copyright Indemnification

10.11.1 Contractor, at its expense, shall defend, indemnify, and save DES and/or Purchaser harmless from and against any Service or Product that infringes any valid patent, copyright, trade secret or trade mark asserted by third party actions, suits or proceedings brought against DES and/or Purchaser (each, a "Claim") to the extent it is based on a claim that the Services or Product, used in accordance with the terms of this Contract, infringes any patent, copyright, utility model, industrial design, mask work, trade secret, or trademark of a third party (other than DES Customers) worldwide. Contractor's indemnification obligations apply only if Purchaser:

- a) Promptly notifies Contractor in writing of the claim, but Purchaser's failure to provide timely notice shall only relieve Contractor from its indemnification obligations (i) if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor, or (ii) upon obtaining knowledge of infringement Purchaser delays by more than thirty (30) days giving written notice to Contractor of the claim; and
- b) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations.

10.11.2 If such claim has occurred, or in Contractor's opinion is likely to occur, Purchaser agrees to permit Contractor, at its option and expense either to procure for Purchaser the right to continue using the Services or Product or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Services or Product is enjoined by a court and Contractor determines that none of these alternatives is reasonably available, Contractor may terminate the

Contract and/or any applicable Order or SOW and refund to Purchaser any prepaid, unused fees paid to Contractor for the affected Services or Product.

10.11.3 Contractor has no liability for any claim of infringement if, and to the extent that, the claim arises from:

- a) DES and/or Purchaser's Data or DES Applications;
- b) DES and/or Purchaser's breach of this Contract;
- c) Contractor's compliance with any designs, specifications or instructions of DES and/or Purchaser;
- d) Use of the Services or Product in a way not specified by Contractor;
- e) Modification of the Services or Product by DES, Purchaser or a third party without the prior knowledge and written approval of Contractor;
- f) The combination of the Services or Products with other products, services, equipment, devices, software, systems or data not supplied by Contractor to the extent such Claim is caused by such combination;
- g) Use by DES and/or Purchaser after notice by Contractor to discontinue use of all or a portion of the Services or Products;
- h) Any use of any software made available by Contractor, that is the subject of an open source license; or
- i) Any use by DES and/or Purchaser of any third-party services or software unless the claim arose against Contractor's Services or Products independently of any of these specified actions.

10.11.4 DES and/or Purchaser will, at DES' and/or Purchaser's expense, defend and/or settle any claim, suit or proceeding brought by a third-party against Contractor or Contractor's officers, directors, employees, agents and Affiliates and arising out of or related to DES and/or Purchaser's Data, DES and/or Purchaser's Applications, content, or other material breaches of the Master Contract or a Technology Solution Contract or SOW. In addition, DES and/or Purchaser will pay any judgment awarded against Contractor or any settle amount agreed to by DES and/or Purchaser.

10.11.5 The indemnifying party shall not enter into any settlement that imposes liability or obligations on the indemnified party without obtaining the indemnified party's prior written consent of the settlement.

10.11.6 If Contractor is only partially responsible for, or the cause of, a Claim, Contractor's obligation to indemnify and defend Purchaser will be based on principles of comparative equitable indemnification. Therefore, the loss will be equitably apportioned to Contractor based on Contractor's proportionate share of responsibility for the total loss suffered by the injured party.

10.11.7 The foregoing remedies are the exclusive remedies for any indemnification claim.

11 DISPUTES AND REMEDIES

11.1 Problem Resolution and Disputes

Problems arising out of the performance of this Master Contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

If any dispute arises between DES or Purchaser and Contractor concerning the Master Contract, a Technology Solution Contract or an SOW that is not resolved by the parties by negotiations between their respective representatives, either party may initiate the dispute resolution procedure provided below.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within five (5) business days, without waiving the right to furnish subsequent responses to initiating party during the course of the dispute resolution. The initiating party shall have five (5) business days to review the Response. Thereafter, the parties shall have five (5) business days to negotiate in good faith to resolve the dispute.

If the dispute is not resolved within sixteen (16) business days after the initiating party delivers written notice to the responding party of the dispute, either party may elect to resolve the dispute, and all other claims and controversies arising out of or relating to this Master Contract, a Technology Solution Contract or an SOW, or the breach, termination, enforcement, interpretation or validity of any of them, including the determination of the scope or applicability of this agreement to arbitrate, by binding arbitration in Seattle, Washington before one arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Following an election by a party to arbitrate, but before commencement of the arbitration proceeding, both parties agree to exercise good faith to settle disputes during a pre-arbitration mediation before a JAMS mediator or other neutral agreeable to the parties.

DES, Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Master Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Contractor, Contractor shall continue providing Services pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable. Notwithstanding the foregoing, Purchaser may not withhold from Contractor more than 10% of the total contract price of the Services component of a Technology Solution Contract or SOW unless an arbitrator first authorizes that such greater amount be withheld pending resolution of the dispute.

If the parties engage in arbitration, mediation or any other alternative dispute resolution to resolve a dispute in lieu of litigation, both sides shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

11.2 Force Majeure

The term “force majeure” means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, terrorism, riots, strikes, fire, floods, earthquakes, natural disasters, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Master Contract if, and to the extent that, such party's performance of this Master Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within two business days following the event. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Master Contract.

Rights Reserved: DES reserves the right to authorize an Amendment to this Master Contract, terminate this Master Contract, and/or purchase Products and/or Services from the best available source during the time of force majeure, and neither party will have recourse against the other for non-performance caused by a force majeure.

11.3 Non-Exclusive Remedies

The remedies provided for in this Master Contract shall not be exclusive but are in addition to all other remedies available under law.

11.4 Liquidated Damages

Contractor and Purchaser may negotiate the right, if any, to Liquidated Damages in a Technology Solution Contract.

11.5 Limitation of Liability

11.5.1 CAP ON DAMAGES EXCEPT AS SET FORTH IN SECTION 11.5.2 BELOW.

A. WITH RESPECT TO CONTRACTOR'S LIABILITY TO DES AND/OR PURCHASER, CONTRACTOR'S CUMULATIVE LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER CONTRACT OR A TECHNOLOGY SOLUTION CONTRACT WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED TWO (2) TIMES OF THE FEES ACTUALLY PAID TO CONTRACTOR WITHIN THE THREE-YEAR PERIOD IMMEDIATELY PRECEDING THE CLAIM UNDER THE PARTICULAR TECHNOLOGY SOLUTION CONTRACT (INCLUDING ALL AMENDMENTS, PROJECT AGREEMENTS, STATEMENTS OF WORK, AND SUPPLEMENTS), WHICH IS THE SUBJECT OF THE LIABILITY CLAIM AGAINST CONTRACTOR; AND,

B. WITH RESPECT TO PURCHASER'S LIABILITY TO CONTRACTOR, PURCHASER SHALL BE LIABLE TO CONTRACTOR FOR ONLY UNPAID INVOICES WHICH ARE PART OF UNSETTLED DISPUTE(S) FOR SERVICES AND EXPENSES AND FEES (INCLUDING ANY INVOICES LATER DETERMINED TO BE OWED UNDER THE TERMS OF APPLICABLE CONTRACTS) AND INTEREST AT ONE

PERCENT (1%) PER MONTH AND FOR COURT ORDERED OR JAMS SETTLEMENT(S) FROM BREACH OF CONTRACT.

11.5.2 EXCLUSIONS FROM LIMITATION OF LIABILITY

The foregoing limitations shall not apply to: (a) liability for infringement of a third party's intellectual property rights; (b) claims regarding personal injury or damage to tangible property; or (c) claims arising from gross negligence or from willful or intentional misconduct.

Notwithstanding any other provision of this Master Contract, Contractor, Purchaser, and DES shall not be liable under any circumstances for (a) exemplary or punitive damages; or (b) special or consequential damages.

Contractor and Purchaser shall not be liable for personal injury to another party or damage to another party's property except for personal injury or damage to property proximately caused by such party's respective fault or negligence.

11.6 Federal Funding

In the event that federally funded acquisitions result from this Master Contract, Contractor may be required to provide additional information (free of charge) at the request of DES and/or Purchaser and additional restrictions may apply.

11.7 Federal Restrictions on Lobbying

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

11.8 Debarment and Suspension

Contractor certifies, that neither it nor its "principals" (as defined in RCW 39.26.010 (9) or other state statute, regulation or policy) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or Agency.

Contractor acknowledges that it will notify DES' Master Contract Administrator of new or pending debarment procedures against Contractor that may render it unable to perform any Services or provide any Software required by this Master Contract, a Technology Solution Contract, or an SOW.

11.9 Failure to Perform

If Contractor fails to perform any substantial obligation under this Master Contract or any Technology Solution Contract, DES and/or Purchaser, as applicable, may give Contractor written notice of such failure to perform. If after thirty (30) calendar days from the date of the written notice Contractor still has not performed, then DES and/or Purchaser may withhold all monies due and payable to Contractor for such products and Services subject to notice of failure, without penalty to

DES and/or Purchaser (other than any applicable statutory interest charges for late payment), until such failure to perform is cured or otherwise resolved.

12 CONTRACT TERMINATION

12.1 Material Breach

Contractor may be terminated for cause by DES for failing to perform a contractual requirement or for a material breach of any term or condition that is not cured timely. Material breach of a term or condition of the Master Contract may include but is not limited to:

1. Contractor's failure to substantially deliver Services or Product(s) by the date required or by an alternate date as mutually agreed in a written contract, SOW or other writing signed by the parties, provided that such failure does not result from a force majeure or from actions of Purchaser;
2. Contractor's failure to substantially honor any warranty or substantially fails to perform or comply with any mandatory provision of the Master Contract within the time to cure set by the Master Contract, a Technology Solution Contract, an SOW, or other writing signed by the parties;
3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;
5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder;
6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Master Contract.

12.2 Opportunity to Cure

If Contractor materially breaches the Master Contract or a Technology Solution Contract or SOW, the Master Contract Administrator or Purchaser may issue a written notice of breach to the Contractor. Contractor will have ten (10) business days to dispute the notice of breach as set forth in the Disputes and Remedies section or, alternatively, provide a plan to cure the breach. If Contractor cannot cure the breach within thirty (30) days of notice of the breach, Contractor agrees to provide a temporary fix or workaround reasonably satisfactory to DES and Purchaser, and Contractor further agrees to provide a permanent remedy within ninety (90) days of notice of the breach. The Master Contract Administrator reserves the right to suspend, in part or in whole, the Master Contract or a Technology Solution Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations pending corrective action by the Contractor: (a) if Contractor admits the breach and does not agree to take corrective action reasonably acceptable to DES; or (b) it is determined during Dispute Resolution that the Contractor is in breach. If Contractor disputes the breach, DES will refrain from taking any punitive action against Contractor pending a decision by the arbitrator that gives DES the right to exercise remedies for breach, which may include the right to terminate the Master Contract and/or withhold payment. Time allowed for

cure shall not diminish or eliminate Contractor's liability for breach, or otherwise affect any other remedies available against Contractor under the Master Contract or by law.

If the breach remains after Contractor has been provided the opportunity to cure, DES may: (1) exercise any remedy provided by law or by the Master Contract and/or the Technology Solution Contract; (2) terminate this Master Contract and any related Technology Solution Contract(s) and SOW(s) or portions thereof; or (3) procure replacements subject to the Limitations of Liability of Contractor as set forth in this Master Contract.

12.3 Termination for Default

If any party breaches any material obligation, term or condition of this Master Contract, a Technology Solution Contract, or SOW, the aggrieved party shall give the other party written notice of such failure or violation, and the failure or violation shall be corrected within thirty (30) calendar days or as otherwise agreed in writing.

If Contractor cannot reasonably effect a permanent correction of the violation within 30 days of notice, Contractor must, within such 30-day notice period, propose a temporary correction or workaround and then use its best efforts to effect a permanent correction of the violation within 90 days of Purchaser's notice. If Contractor does not effect a permanent correction of the violation within the 90-day notice period, Purchaser may then either agree in writing to extend Contractor's time to correct the violation or proceed to exercise Purchaser's remedies under this Master Contract.

In the event of termination, DES shall have the right to procure, subject to the Limitations of Liability of Contractor as set forth in this Master Contract, for all Purchasers any replacement Products and/or Services that are the subject of this Master Contract on the open market.

In the event of termination for cause, Contractor shall be liable for damages as authorized by law and as specified in this Master Contract and/or in a Technology Solution Contract.

If the failure to perform is outside the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

12.4 Termination for Convenience

When, at the sole discretion of DES, it is in the best interest of DES, DES may terminate this Master Contract, in whole or in part, or a Technology Solution Contract, upon thirty (30) calendar days written notice to Contractor.

For fixed fee Services, Purchaser will be liable for (a) milestones completed and, if applicable, accepted; and, (b) for any then in-progress milestone(s) or Services. The parties shall negotiate in good faith an agreement as to the percent complete and the associated fees for then in-progress milestone(s) or Services prior to the effective date of termination.

Except for cases of Termination for Convenience in lieu of a default by Contractor, the parties may take into account the cost of shutting down the project which shall be negotiated in good faith.

12.5 Termination for Withdrawal of Authority

In the event that DES' or Purchaser's authority to perform any of their duties is withdrawn, reduced, or limited in any way after the commencement of this Master Contract or any Technology Solution Contract and prior to normal completion, DES may terminate this Master Contract, or Purchaser may terminate the Technology Solution Contract, by seven (7) calendar days written notice to

Contractor. No penalty shall accrue to DES and/or Purchaser in the event this section shall be exercised. This section shall not be construed to permit DES to terminate this Master Contract, or Purchaser to terminate any Technology Solution Contract, in order to acquire similar Services from a third party. DES and/or Purchaser will remain liable for all amounts due Contractor as stated in section 12.4.

12.6 Termination for Non-Appropriation of Funds

If funds are not appropriated to Purchaser to continue any Technology Solution Contract, in any future period, Purchaser may terminate any Technology Solution Contract by thirty (30) calendar days written notice to Contractor or work with Contractor to arrive at a mutually-acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period(s). Purchaser agrees to notify Contractor in writing of such non-appropriation at the earliest possible time. No penalty shall accrue to Purchaser in the event this section shall be exercised. This section shall not be construed to permit Purchaser to terminate any Technology Solution Contract in order to acquire similar Services from a third party. DES and/or Purchaser will remain liable for all amounts due Contractor as stated in section 12.4.

12.7 Termination for Conflict of Interest

DES may terminate this Master Contract, or Purchaser may terminate any Technology Solution Contract, by written notice to Contractor if Contractor has been found by the ethics board to be in violation of RCW [42.52](#), Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of Contracts. In the event this Master Contract or any Technology Solution Contract is so terminated, DES or Purchaser, as applicable, shall be entitled to pursue the remedies at law and against Contractor. Termination of the contract under this section will not deprive Contractor of its entitlement to fees earned before termination.

12.8 Termination by Mutual Agreement

DES and Contractor may terminate this Master Contract in whole or in part, at any time, by mutual agreement.

12.9 Termination Procedure

Upon termination of this Master Contract or any Technology Solution Contract, DES and/or Purchaser may retain the Software licenses and Services which they have purchased and for which they have paid Contractor in full, including the Documentation that accompanies the Software and Services, in accordance with Contractor's EULA; provided however that Contractor will not be obligated to provide post-termination maintenance, support or Services without a post-termination Technology Support Contract or SOW. The section titled [Treatment of Assets](#) shall apply in such property transfer.

Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon price, if separately stated, for the Products and Services received by Purchaser, provided that in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Master Contract or Technology Solution Contract had not been terminated. Failure to agree on such determination shall be a dispute within the meaning of the section of this Master Contract entitled Disputes.

In the event of termination of any Services or the Master Contract or applicable Technology Solution Contract and SOW, Contractor will not take any action to intentionally erase any Purchaser Data that it may have in its possession for a period of 90 days after the effective date of the termination. After such 90 day period, Contractor shall have no obligation unless otherwise agreed between the parties to maintain or provide any Purchaser Data and shall thereafter, unless legally prohibited, delete all Purchaser Data in its systems or otherwise in its possession or under its control.

12.10 Post-Termination Assistance

Purchaser shall be entitled to any post-termination assistance generally made available with respect to the Products and/or Services under Contractor's Laserfiche Software Assurance Plan until its expiration, unless a unique Data retrieval arrangement has been established, subject to an SOW or other agreement to pay Contractor's standard hourly rates for Services and related out-of-pocket expenses.

13 CONTRACT EXECUTION

13.1 Entire Agreement

This Master Contract and its Amendments and Exhibits, and each Technology Solution Contract and SOW, comprise the entire agreement between DES and Contractor and between each Purchaser and Contractor. No other statements or representations, written or oral, shall be deemed a part of the Master Contract.

Except as provided herein, no alteration of any of the terms, conditions, delivery, price, quality, or Specifications of this Master Contract will be effective without the written consent of both parties.

13.2 Order of Precedence, Incorporated Documents, Conflict and Conformity

The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.

13.2.1 Incorporated Documents

Each of the documents listed below is, by this reference, incorporated into this Master Contract as though fully set forth herein.

1. The RFP with all attachments and appendices, and all Amendments thereto; and
2. Contractor's Response to the RFP.

13.2.2 Order of Precedence

In the event of any inconsistency between this Master Contract and any Amendment, Exhibit, Schedule, Appendix, Technology Solution Contract, SOW, or other document, the inconsistency shall be resolved in the following order of precedence:

1. Applicable federal and state of Washington statutes and regulations;
2. Mutually agreed written Amendments to this Master Contract
3. This Master Contract and all Exhibits thereto;
4. The terms and conditions contained on Technology Solution Contracts including SOW(s), if applicable;

5. Contractor's applicable software and End-User License Agreement, Exhibit D;
6. Contractor's Laserfiche Software Assurance Plan, Exhibit E;
7. Contractor's ECM Price Schedule, Exhibit A;
8. The RFP with all attachments and all Amendments, Exhibit B;
9. Contractor's Response to the RFP, Exhibit C; and,
10. Contractor's demonstration materials submitted to DES and used to evaluate and Award this Master Contract, i.e., "State of Washington EDMS RFI-Laserfiche Demo Workshop for State of Washington RFP No. 07814-April 2015-Confidential", Exhibit F.

13.2.3 Conflict

To the extent possible, the terms of this Master Contract shall be read consistently.

13.2.4 Conformity

If any provision of this Master Contract violates any Federal or state of Washington statute or rule of law, the illegal or unenforceable term will be deemed severed from the Master Contract, and the Master Contract will be equitably modified to best carry out the original intentions of the parties in a manner that complies with applicable statute or rule of law.

13.3 Legal Notices

Any notice or demand or other communication required or permitted to be given under this Master Contract or applicable law shall be effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section. For purposes of complying with any provision in this Master Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:

Compulink Management Center, Inc. dba
Laserfiche

Attn: Vice President of Finance

3545 Long Beach Blvd.
Long Beach, CA 90807

Phone: 562-988-1688

Fax: 562-988-1886

E-mail: notices@laserfiche.com

To DES at:

Washington State Department of Enterprise Services

Attn: Master Contract Administrator

If by US Postal Service	If by Courier
PO Box 41411	1500 Jefferson St SE
Olympia, WA 98504-1411	Olympia WA 98504

Phone: 360-407-8717

Email: mike.dombrowsky@des.wa.gov

Contractor shall also send any applicable notice to Purchaser at the address listed in the Technology Solution Contract.

Notices shall be effective upon receipt or five (5) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

13.4 Liens, Claims, and Encumbrances

All materials, equipment, supplies and/or Services shall be free of all liens, claims, or encumbrances of any kind, and if DES or Purchaser requests, a formal release of same shall be delivered to the respective requestor.

13.5 Authority to Bind

The signatories to this Master Contract represent that they have the authority to bind their respective organizations to this Master Contract.

13.6 Counterparts

This Master Contract may be executed in counterparts, in a single original, or duplicate originals. As applicable, each counterpart or each duplicate shall be deemed an original copy of this Master Contract signed by each party, for all purposes.

In Witness Whereof, the parties hereto, having read this Master Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

<p>APPROVED (DES)</p> <p>Washington State Department of Enterprise Services (See the Legal Notices subsection for address)</p> <p><i>C. Fresnel</i> Signature</p> <p><i>Farrell Presnell 10/26/2015</i> Print or Type Name Date</p> <p>DES Contracts, Procurement and Risk Management, Assistant Director Title</p>	<p>APPROVED (CONTRACTOR)</p> <p>Compulink Management Center, Inc. dba Laserfiche (See the Legal Notices subsection for address)</p> <p><i>Lynn Tagami</i> Signature</p> <p>Lynn Tagami 10/20/2015 Print or Type Name Date</p> <p>VP of Finance Title</p>
--	---

EXHIBIT A - CONTRACTOR'S EMC PRICE SCHEDULE



PRODUCT DESCRIPTION		Code	Software	LSAP	
			(Each)	Premium	Basic
Laserfiche Rio Pilot Named Full Users	25-49 users	ENFPL25	\$900	\$243	\$180
	50-99 users	ENFPL50	\$833	\$225	\$167
	100-199 users	ENF01	\$700	\$189	\$140
	200-499 users	ENF02	\$600	\$162	\$120
	500-999 users	ENF05	\$500	\$135	\$100
	1,000-1,499 users	ENF10	\$400	\$108	\$80
	1,500-1,999 users	ENF15	\$350	\$95	\$70
	2,000-3,999 users	ENF20	\$300	\$81	\$60
	3,000-3,999 users	ENF30	\$260	\$70	\$52
	4,000-4,999 users	ENF40	\$230	\$62	\$46
	5,000-5,999 users	ENF50	\$200	\$54	\$40
Laserfiche Rio Named Retrieval Users	200-999 users	ENR2	\$200	\$54	\$40
	1,000-9,999 users	ENR10	\$100	\$27	\$20

PRODUCT DESCRIPTION		Code	Software	LSAP	
			(Each)	Premium	Basic
Laserfiche Forms Authenticated Participants	1-49 users	EAFRM001	\$200	\$54	\$40
	50-199 users	EAFRM005	\$140	\$38	\$28
	200-499 users	EAFRM02	\$99	\$27	\$20
	500-999 users	EAFRM05	\$70	\$19	\$14
	1,000-1,999 users	EAFRM10	\$56	\$15	\$11
	2,000-2,999 users	EAFRM20	\$38	\$10	\$8
	3,000-4,999 users	EAFRM30	\$32	\$9	\$6
	5,000+ users	EAFRM50	\$26	\$7	\$5

Percentage Add-Ons

PRODUCT DESCRIPTION	Code	Price
Laserfiche Records Management Edition	ERM	10% add-on to all named full and retrieval users (software and LSAP).
Laserfiche Forms	EFRM	10% add-on to all named full users (software and LSAP).
Laserfiche Connector	ECNC	5% add-on to all named full users (software and LSAP).

Portal Add-Ons

These applications allow individuals who do not have Laserfiche user licenses to interact with Laserfiche products.

Web Publishing Tools

PRODUCT DESCRIPTION	Code	Software	LSAP	
		(Each)	Premium	Basic
Laserfiche Pilot Public Portal license --Includes Laserfiche WebLink and 25 WebLink-only retrieval connections	PPM25	\$25,000	\$6,750	\$5,000
Laserfiche Public Portal license --Includes Laserfiche WebLink and unlimited WebLink-only retrieval connections per processor	PPX	\$45,000	\$12,150	\$9,000
Laserfiche Public Portal license for dual processor machine	PPX2	\$50,000	\$13,500	\$10,000
Laserfiche Public Portal license for multiprocessor machine	PPMX	\$75,000	\$20,250	\$15,000

Information Capture Tools

PRODUCT DESCRIPTION	Code	Software	LSAP	
		(Each)	Premium	Basic
Laserfiche Forms Portal Add-on --Allows form submission from unlicensed (public) users.	EPFRM	\$7,995	\$2,159	\$1,599
Laserfiche Forms Enterprise Portal Add-on --Allows anonymous form submission from unlicensed (public) users. Unlimited installations	EPXFRM	\$24,000	\$6,480	\$4,800

Desktop-Based Add-Ons

These applications are licensed per desktop; you will need one copy of the software for each computer on which it will be installed.

Capture Tools

PRODUCT DESCRIPTION	Code	Software	LSAP	
		(Each)	Premium	Basic
Laserfiche Quick Fields	QC5	\$595	\$160	\$120
Laserfiche Quick Fields Basic --Quick Fields and Validation packages for Bar Code and Real-Time Lookup	QC4	\$2,500	\$675	\$500
Laserfiche Quick Fields Core --Quick Fields, Quick Fields Scripting Kit and Validation packages for Bar Code, Real-Time Lookup and Zone OCR	QC1	\$5,000	\$1,350	\$1,000
Laserfiche Quick Fields Classify --Quick Fields Core package plus Document Classification	QC2	\$7,500	\$2,025	\$1,500
Laserfiche Quick Fields Context --Quick Fields Core package plus Forms Alignment, Forms Identification, Forms Extractor, Optical Mark Recognition and Auto Stamp/Redaction/Bates Num.	QC3	\$10,000	\$2,700	\$2,000
Laserfiche Quick Fields Complete (All of the above)	QCX	\$15,000	\$4,050	\$3,000
Laserfiche Quick Fields Agent	QFA	\$10,000	\$2,700	\$2,000
Laserfiche Auto Stamp/Redaction/Bates Num.(Upgrades only)	QC6	\$500	\$135	\$100

EXHIBIT A - CONTRACTOR'S EMC PRICE SCHEDULE

Capture Tools (cont'd)

	Code	Software	LSAP	
PRODUCT DESCRIPTION		(Each)	Premium	Basic
Laserfiche Document Classification (Upgrades only)	QC9	\$5,000	\$1,350	\$1,000
Laserfiche Import Agent	IA	\$1,500	\$405	\$300
Laserfiche ScanConnect	SC01	\$165	\$45	\$33
Laserfiche ScanConnect 5-pack	SC05	\$660	\$178	\$132
Laserfiche ScanConnect 10-pack	SC10	\$915	\$247	\$183

Digital Archiving and Publishing

	Code	Software	LSAP	
PRODUCT DESCRIPTION		(Each)	Premium	Basic
Laserfiche Plus for Digital Archiving (up to 5 seats, internal business use only)	PLUS1	\$10,000	\$2,700	\$2,000
Laserfiche Plus for Publishing (royalty-free distribution of published media)	PLUS2	\$3,800	\$1,900	\$1,600

Integration Tools

	Codes	Software	LSAP	
PRODUCT DESCRIPTION		(Each)	Premium	Basic
Laserfiche SDK	TK	\$2,500	\$1,000	\$750

Laserfiche **Avante**
Core System Components

Servers	Code	Software	LSAP	
PRODUCT DESCRIPTION		(Each)	Premium	Basic
Laserfiche Avante Server for SQL Express with Workflow	MSE10	\$1,500	\$450	\$300
Laserfiche Avante Server for MS SQL with Workflow	MSE30	\$5,000	\$1,500	\$1,000
Laserfiche Avante Server for Oracle with Workflow	MSE50	\$10,000	\$3,000	\$2,000
Laserfiche Avante Records Management Edition Server for MS SQL with Workflow	MSE35	\$11,000	\$3,300	\$2,200
Laserfiche Avante Records Management Edition Server for Oracle with Workflow	MSE55	\$16,000	\$4,800	\$3,200
Laserfiche Records Management Module	MSM60	\$6,000	\$1,800	\$1,200
Laserfiche Avante Additional Repository for SQL Express	MSA10	\$1,000	\$300	\$200
Laserfiche Avante Additional Repository for MS SQL	MSA30	\$1,000	\$300	\$200
Laserfiche Avante Additional Repository for Oracle	MSA50	\$2,000	\$600	\$400

User-Licenses	Code	Software	LSAP	
PRODUCT DESCRIPTION		(Each)	Premium	Basic
Laserfiche Named Full User with Snapshot and Email	MNF05	\$500	\$150	\$100
Laserfiche Forms Authenticated Participants (1-49 users)	MAFRM001	\$200	\$60	\$40
Laserfiche Forms Authenticated Participants (50-199 users)	MAFRM005	\$140	\$42	\$28
Laserfiche Forms Authenticated Participants (200-499 users)	MAFRM02	\$99	\$30	\$20
Laserfiche Forms Authenticated Participants (500-999 users)	MAFRM05	\$70	\$21	\$14
Laserfiche Forms Authenticated Participants (1,000-1,999 users)	MAFRM10	\$56	\$17	\$11
Laserfiche Forms Authenticated Participants (2,000-2,999 users)	MAFRM20	\$38	\$11	\$8
Laserfiche Forms Authenticated Participants (3,000-4,999 users)	MAFRM30	\$32	\$10	\$6
Laserfiche Forms Authenticated Participants (5,000+ users)	MAFRM50	\$26	\$8	\$5

Additional System Components

These applications are licensed for the entire system; the price is based on the total Named Full Users.

Auditing Tools

	Code	Price
PRODUCT DESCRIPTION		
Laserfiche Starter Audit Trail	MATS	10% add-on to all named users (software and LSAP).
Laserfiche Standard Audit Trail	MATM	15% add-on to all named users (software and LSAP).
Laserfiche Advanced Audit Trail with Watermark	MATX	20% add-on to all named users (software and LSAP).

Digital Signatures

	Code	Price
PRODUCT DESCRIPTION		
Laserfiche Digital Signatures	MDGSG	5% add-on to all named user (software and LSAP).

Integration Tools

	Code	Price
PRODUCT DESCRIPTION		
Laserfiche Connector	MCNC	5% add-on to all Laserfiche Full Named Users (software and LSAP).

Forms Tools

	Code	Price
PRODUCT DESCRIPTION		
Laserfiche Forms --Allows form creation and submission as well as the ability to participate in routing for all licensed users.	MFRM	10% add-on to all Laserfiche Full Named Users (software and LSAP).

Web Tools

	Code	Price
PRODUCT DESCRIPTION		
Laserfiche Web Access	MWAX	20% add-on to all named users (software and LSAP).

Desktop-Based Products

These applications are licensed per desktop; you will need one copy of the software for each computer on which it will be installed.

Image Capture Tools

	Code	Software	LSAP	
PRODUCT DESCRIPTION		(Each)	Premium	Basic
Laserfiche Import Agent	MCA01	\$1,495	\$449	\$390
Laserfiche Quick Fields	MCQ01	\$595	\$179	\$120
Laserfiche Quick Fields Agent	MCQ14	\$9,995	\$3,000	\$2,000
Laserfiche Quick Fields Scripting Kit	MCQ18	\$595	\$179	\$120
Laserfiche Auto Stamp/Redaction/Bates Num.	MCQ06	\$495	\$149	\$100
Laserfiche Document Classification	MCQ09	\$4,995	\$1,499	\$1,000
Laserfiche Forms Alignment	MCQ10	\$2,495	\$749	\$500
Laserfiche Optical Mark Recognition	MCQ11	\$2,495	\$749	\$500

Image Capture Tools (cont'd)

PRODUCT DESCRIPTION	Code	Software	LSAP	
			(Each)	Premium Basic
Laserfiche Forms Identification	MCQ15	\$2,495	\$749	\$500
Laserfiche Forms Extractor	MCQ16	\$2,495	\$749	\$500
Laserfiche Forms Combo --Includes Zone OCR and Validation, Document Classification, OMR, Forms Alignment, Form Extractor, Forms Identification.	MCQC1	\$9,995	\$2,999	\$2,000
Laserfiche Zone OCR and Validation Package	MCQC3	\$2,795	\$839	\$560
Laserfiche Barcode and Validation Package	MCQC4	\$1,695	\$509	\$340
Laserfiche Real Time Look Up and Validation Package	MCQC5	\$595	\$179	\$120
Laserfiche ScanConnect	MCS01	\$165	\$50	\$33
Laserfiche ScanConnect 5 Pack	MCS05	\$660	\$199	\$132
Laserfiche ScanConnect 10 Pack	MCS10	\$915	\$275	\$183

Digital Archiving and Publishing Tools

PRODUCT DESCRIPTION	Code	Software	LSAP	
			(Each)	Premium Basic
Laserfiche Plus Plug-in	MPL01	\$3,795	\$1,898	\$1,590

Server-Based Products

These applications are installed on a server and are available to some or all users client-side. You must buy one copy of the software for each server on which you wish to install it.

Web Portals and Distribution Tools

PRODUCT DESCRIPTION	Code	Software	LSAP	
			(Each)	Premium Basic
Laserfiche Starter Public Portal	MPP1	\$15,000	\$4,500	\$3,000
Laserfiche Standard Public Portal	MPPS	\$25,000	\$7,500	\$5,000
Laserfiche Midsized Public Portal	MPPM	\$35,000	\$10,500	\$7,000
Laserfiche Unlimited Public Portal --Unlimited retrieval connections per processor	MPPX	\$45,000	\$13,500	\$9,000
Laserfiche Unlimited Public Portal for dual processor machine	MPPX2	\$50,000	\$15,000	\$10,000
Laserfiche Web Distribution Portal	MPD	\$7,995	\$2,400	\$1,600

EXHIBIT A - CONTRACTOR'S EMC PRICE SCHEDULE

(Server Based Products cont'd)**Information Capture Tools**

	Code	Software	LSAP	
PRODUCT DESCRIPTION		(Each)	Premium	Basic
Laserfiche Forms Portal Add-on --Allows form submission from unlicensed (public) users.	MPFRM	\$7,995	\$2,400	\$1,600

Integration Tools

	Code	Software	LSAP	
PRODUCT DESCRIPTION		(Each)	Premium	Basic
Laserfiche SDK	MTKN	\$2,500	\$1,000	\$750



1500 Jefferson St. SE • Olympia, WA 98501 <http://www.des.wa.gov>
Contracts and Legal Services Division • Master Contracts and Consulting Unit

Request for Proposal (RFP)
Enterprise Content Management (ECM)

RFP 07814

EXHIBIT B

Enterprise Content Management

Introduction

The Washington State, Department of Enterprise Services (DES), Master Contracts & Consulting Group (MCC) is seeking to enter into a Master Agreement with multiple Contractor's for an On-Premise Commercial-Off-The-Shelf (COTS) Enterprise Content Management (ECM) software solutions. The Master Contract will be available for use by all state agencies, any other governmental entity or a public benefit nonprofit organization, in compliance with RCW [39.34.055](#) and as set forth in RCW 43.19.005. The ECM solution(s) shall provide a full range of ECM functions – capture, store and search, collaborate, manage, and archive. Proposals developed in response to the RFP will provide all of the products and services required to successfully implement the Bidder's proposed Solution, including but not limited to software, project management, planning, configuration, customization, interfacing, integration, testing, training, implementation, support, and maintenance services.

Problem Statement

The state of Washington and its agencies have been accumulating electronic documents and information for more than thirty years without a consistent filing system or defensible approach to retention, retrieval, and disposition to meet the requirements for the management of public records (Preservation and Destruction of Public Records, RCW 40.14). Government agencies are also facing increasing pressure and demands for more open and transparent government and meeting the requirements for disclosure (Public Records Act, RCW 42.56).

Additionally, in many cases, business processes are still largely paper-based, email driven, and not standardized. Washington State is facing increasing demands from internal and external customer expectations for more agile and mobile interactions spurred by consumer-driven technology. As agencies strive to deliver more business value with fewer resources, they find themselves needing to modernize their business processes.

Discovery Process During Procurement

This procurement provides the ability for evaluators to discover more about ECM capabilities while evaluating proposals and demonstrations. If features of solutions are discovered that are valuable in meeting the State's business needs but were not asked for in the procurement, the State reserves the right to incorporate these features into the procurement, determine if other solutions offer similar capabilities, and evaluate proposals accordingly.

Projected Procurement Schedule:

- (1) RFP posted and available for download from [WEBS](#)December 19, 2014
- (2) Question & answer period.....December 19- January 14, 2014
- (3) Projected publishing date of answers; posted to [WEBS](#).....January 29, 2015
- (4) Amendment(s) issued; if applicable Posted and available for download from [WEBS](#)
- (5) **Response due date and Time****February 17, 2015 2 PM PDT**



1500 Jefferson St. SE • Olympia, WA 98501 <http://www.des.wa.gov>
Contracts and Legal Services Division • Master Contracts and Consulting Unit

Request for Proposal (RFP)
Enterprise Content Management (ECM)

- (6) Evaluation begins.....February 19 - March10, 2015
- (7) Announce Round 1 finalistsMarch 12, 2015
- (8) Demonstrations beginMarch 23 – March 31, 2015
- (9) Design reviews begin.....March 23- March 31, 2015
- (10) Scheduled announcement of apparent successful bidders ...April 2, 2015
- (11) Optional bidder debriefs beginApril 2 - 9, 2015
- (12) Negotiation with apparent successful bidders begins.....April 13, 2015

Procurement Coordinator: Wendy Walker • ECMprocurement@des.wa.gov

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Enterprise Content Management Services

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1 SOLICITATION OVERVIEW

1.1 Acquisition Authority

The Washington State Department of Enterprise Services (DES), issues this Request for Proposal (hereinafter referred to as this RFP or Solicitation) acting under the authority of the Revised Code of Washington (RCW) chapter [39.26](#) RCW Procurement of Goods and Services which regulates the manner in which state agencies may acquire such goods and services.

1.2 Contract Formation

A Response submitted to this RFP is an offer to contract with DES. A Response becomes a Master Contract only when accepted, awarded by DES in writing and signed by both parties. Master Contracts resulting from this RFP will be designated as Master Contracts which are intended to support the as-needed Enterprise Content Management Solution(s).

1.3 Proposed Master Contract

A proposed Master Contract is included as [Appendix B, Proposed Master Contract](#).

To be responsive, a Bidder must indicate a willingness to enter into a Master Contract substantially the same as this example by signing and including the Certifications and Assurances in [Appendix A, Certifications and Assurances](#).

Under no circumstances is a Bidder to submit their own standard Contract terms and conditions. Bidders are advised to review and identify any problematic language during the question and answer period.

All exceptions to terms and conditions must be clearly identified and submitted as part of the Bidder's Response. Proposed exceptions and/or revisions shall be submitted in [Appendix A1, Exceptions and Assumptions](#).

All exceptions will be reviewed in the first round of evaluation. The Procurement Coordinator will at his/her sole discretion determine the acceptability of exceptions. Those not immediately deemed unacceptable will be considered if the Bidder is found to be an Apparently Successful Bidder.

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiation of the final Master Contract or Amendment. DES, at its sole discretion, reserves the right to negotiate improvements to responsive and responsible Submittals.

Apparent Successful Bidders will be expected to execute a Master Contract within 120 business days of its receipt of the State's proposed Final Master Contract. If an Apparent Successful Bidder fails to sign a within the allotted 120-day time frame, DES may consider the Apparent Successful Bidder to be non-responsive and may cancel the intended Award.

A Bidder's Response to this RFP constitutes acceptance of all requirements presented in the RFP, its Amendments and attachments.

1.4 Solicitation Amendments

DES reserves the right to revise the schedule or other portions of this RFP at any time. Any changes or corrections will be by one or more written Amendment(s), dated, attached to or incorporated in and made a part of this RFP document. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict

between Amendments, or between an Amendment and the RFP, whichever document was issued last in time shall be controlling. Only Bidders who have properly registered and downloaded the original RFP directly via WEBS system will receive notification of Amendments and other correspondence pertinent to the procurement. Bidders may be required to sign and return Solicitation Amendments with their Response. Bidders must carefully read each Amendment to ensure they have met all requirements of the RFP.

In the event that Solicitation Amendments are required as a submittal, Bidder must complete, sign and scan any Solicitation Amendments issued.

- Expectation: One separate email attachment of a completed signed and scanned file; labeled in accordance with the file naming convention specified below.
- Preferred Format: PDF
- File naming convention: BidderName_AMD_01.pdf, BidderName_AMD_02.pdf, BidderName_AMD_03.pdf, etc.
- In the contents of this file, Bidders must observe the following:
 - Do not include any exceptions, comments or special notations in this document.
 - Do not make any changes to this document other than to enter data where requested and sign.

1.5 Incorporation of Documents into Contract

This RFP document, any subsequent Amendments and the Bidder's Response will be incorporated into the resulting Master Contract.

1.6 Right to Cancel

DES reserves the right to cancel or reissue all or part of this RFP at any time as allowed by law without obligation or liability.

1.7 Non-Endorsement and Publicity

The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's products by neither DES nor Purchaser and shall not be so construed by Contractor in any advertising or other publicity materials.

Contractor agrees to submit to Purchaser, all advertising, sales promotion, and other publicity materials relating to this Contract or any Product furnished by Contractor wherein Purchaser's name is mentioned, language is used, or Internet links are provided from which the connection of Purchaser's name therewith may, in Purchaser's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the web, and other communication media in existence or hereinafter developed without the express written consent of Purchaser prior to such use

1.8 Minority and Women Owned Business Enterprises (MWBE)

In accordance with the legislative findings and policies set forth in [RCW 39.19](#), the state of Washington encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms certified by the [Office of Minority and Women's Business Enterprises](#) (OMWBE). While the State does not give preferential treatment, it does seek equitable representation from the minority and women's business community. The authors of the RFP have set a goal of 15 percent participation. In addition, the State welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE.

Participation may be either on a direct basis in Response to this RFP or as a subcontractor to a Contractor. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the original RFP, no preference will be included in the evaluation of Bids, no minimum level of MWBE participation shall be required as condition for receiving an award, and Bids will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original RFP will apply. Bidders are encouraged to contact [Office of Minority and Woman Owned Business Enterprise](#) (OMWBE) to obtain information on becoming a certified firm, or to obtain information on other certified firms for potential sub-Contracting arrangements. Nothing in this section is intended to prevent or discourage Bidders from inviting others from participation from non-MWBE firms as well as MWBE firms.

Prior to Award, Apparent Successful Bidders will be asked to present their company Diversity Plan for review. The plan is, to include how their company exercises responsibility in the community through utilization of MWBE, veteran owned and small businesses. If the Bidder has no such plan, one need not be created to participate in this opportunity.

Prior to performance, awarded Bidders who are MWBE or intend to use MWBE subcontractors are encouraged to identify the participating firm(s) to OMWBE.

1.9 Veteran-Owned Business Enterprise

DES also strongly encourages participation of businesses owned by veterans. No minimum level of veteran-owned business participation is required as a condition of receiving an Award and no preference will be included in the evaluation of Responses in accordance with chapter 43.60A RCW.

2 SUMMARY OF OPPORTUNITY

2.1 Background and Purpose

The State seeks Enterprise Content Management solutions that offer reliable, scalable and easily administered methods to capture, store, retrieve and archive unstructured data throughout the state.

For the state of Washington, the implementation of ECM solutions is expected to result in organizational efficiencies such as:

- 1. Reducing multiple instances of the same content/document.**
- 2. Requirement to access multiple systems in order to search for related information.**
- 3. Improve adherence to records retention schedules, reducing over-retention of data and decreasing storage requirements for both physical and electronic data.**
- 4. Ability to promptly fulfill public disclosure requests.**
- 5. Timely preservation and transfer of archival documents and information.**

The purpose of this RFP is to establish a competitive multivendor award of Contractors who are able to solve the State's business problem.

2.2 Description and Contract Scope

It is the DES' goal to identify solutions that offer public agencies across the State a suite of features that will enable users to quickly and easily locate and manage content, documents, records, files, and correspondence. The successful Bidders must have the capability, versatility and capacity to address all image, content, business process management, and records management requirements in an enterprise environment and ECM enabling line of business applications through an Applications Program Interface (API). At DES' sole discretion, additional products and services announced by the Contractor that are within the scope of this RFP may be added to the resultant Master Contract.

2.3 Term

2.3.1 Contract Term

The initial term of this Contract shall be from date of last signature, through June 30, 2020

If the Master Contract expires or terminates, purchasers are authorized to continue their relationship with their Contractor, including provision of maintenance and support services, subject to the term of the individual license conferred to the Purchaser.

Contractor shall not provide any Products or Services to new Purchasers under the authority of this Master Contract after the expiration or termination date.

2.3.2 Contract Extensions

Extensions for additional terms shall be offered at the sole discretion of DES and will be completed through documentation which confirms that a Contractor continues to meet original RFP requirements; specifically Department of Defense 5015.2 V3 or later certification.

2.3.3 Program Management

Except as prohibited by law, DES reserves the right to review the Contract's awarded Contractor/usage rate and use its sole discretion in determining which Contractors receive extension offers.

2.4 Purchasers

With respect to use of this Contract, Washington State agencies, institutions of higher education, boards, commissions and political subdivisions (e.g., counties, cities, school districts, or public utility districts) as set forth in the Interlocal Cooperation Act, chapter 39.34 RCW, and public-benefit nonprofit corporations that are eligible to receive services from DES under chapter 39.26 RCW.

2.5 Award

DES intends to select and enter into Master Contracts with multiple Bidders as a result of this RFP as DES determines such vendor solutions to be in the best interest of the Purchasers.

3 TERMS AND CONDITIONS

3.1 Ownership of Data

Purchasers using the Master Contract shall retain ownership and all rights, title and interest in its data related to the software and services provided under the Master Contract.

The Contractor will make the Purchaser's data and processes available to third parties only with the express written permission of the Purchaser.

3.2 Destruction of Data by Request of Purchaser

When requested in writing by the Purchaser, the provider must destroy all data identified by the Purchaser in all of its forms. Data shall be destroyed according to National Institute of Standards and Technology ([NIST](#)) approved methods and certificates of destruction must be provided to the Purchaser.

3.3 Location of Data Storage

The Contractor shall not store or transfer Purchaser data outside of the continental United States without express permission from the Purchaser.

3.4 Return of Data

In the event of termination of the relationship between Contractor and Purchaser, the Contractor shall implement an orderly return of Purchaser data and other assets including all versions and associated metadata, if any and the subsequent secure disposal/destruction of copies in any form remaining with the Contractor at any tier. During any period of suspension, the Contractor shall not take any action to intentionally dispose of, alter or cause a lapse in security related to any Purchaser data.

3.5 Security of Data

The Contractor shall not copy any Purchaser data obtained while performing services under the Contract to any media, including hard drives, flash drives, or other electronic device.

The Contractor must inform the Purchaser of any security breach or detection of any suspicious intrusion that is or has occurred that jeopardizes the Purchaser data or processes. This notice must be given to the Purchaser's Chief Information Officer or other designee within 24 hours of its discovery. Full disclosure of the assets that might have been jeopardized must be made. In addition, the Contractor must inform the Purchaser of the actions it is taking or will take to reduce the risk of further loss to the Purchaser. If the breach requires public notification, all communication shall be coordinated with the Purchaser and shall have Purchaser approval prior to release of such public notification and/or communication.

In the event the Contractor is in possession of Purchaser data, the Contractor shall: ensure that Purchaser information is protected with reasonable security measures, promote and maintain among the Contractor's employees and agents, including subcontractors at any tier, an awareness of the security needs of the Purchaser's information, safeguard the confidentiality, integrity, and availability of Purchaser information, and ensure that appropriate security measures are put in place to protect the Contractor's internal systems from intrusions and other attacks.

The Contractor shall not utilize any staff (including sub-contractors) to fulfill the obligations of the Contract who has been convicted of a felony or class A misdemeanor.

The Contractor will not access Purchaser's user accounts, or Purchaser data, except (i) in the course of data center operations, (ii) response to service or technical issues or (iii) at Purchaser's written request.

3.6 Additional Roles

The Awarded Contractor shall disclose to the Purchaser a description of the roles and responsibilities of the Contractor related to electronic discovery, litigation holds, discovery searches, and expert testimonies. The provider shall disclose its process for responding to subpoenas, service of process, and other legal requests.

4 TIMELINE

4.1 Projected Procurement Schedule

4.1.1 This Request For Proposal

The dates listed on the [cover page](#) represent the projected procurement schedule for this RFP. DES reserves the right to change the schedule. Notification of changes to the procurement schedule prior to Response opening will be published via Washington's Electronic Business Solution (WEBS). Bidders who are properly registered users of WEBS and who downloaded this RFP from WEBS will receive such updates automatically through that system. DES shall have no obligation to publish such changes in any other system or manner. Changes to the procurement schedule after Response opening, if any, will be communicated to all Bidders in writing via e-mail or other means.

4.2 Bidder Questions

Questions regarding this RFP will be allowed consistent with the dates specified in the Projected Procurement Schedule (Schedule) on the cover page of this RFP. All questions and requests for modified terms must be submitted via email to the Procurement Coordinator.

DES will provide written answers to questions received by the question and answer period deadline set forth in the Schedule. Answers will be posted as an amendment to this RFP. Verbal responses to questions will not be provided. Bidders will not be identified in answers.

When the question and answer period is complete, additional comments will be for the purpose of informing the Procurement Coordinator of an issue only. Questions and comments received outside the question and answer period may not be answered or acknowledged unless they are critical to the success of the procurement.

Complaints: Issues or concerns not resolved to a Bidder's satisfaction during the normal question and answer period may be addressed prior to the Response due date and time through the process detailed in [Appendix C, Protest Procedures](#).

4.3 Information Availability

In accordance with [RCW 39.26.030\(2\)](#), Response contents (including pricing information) and evaluations are exempt from disclosure until DES announces Apparent Successful Bidders.

4.4 Optional Bidder Debriefing

Bidders have three business days to request a debriefing conference following DES' announcement of Apparent Successful Bidders. The requested debriefing conference must occur in accordance with the dates specified on the [cover page](#). The request must be in writing (e-mail acceptable) and addressed to the Procurement Coordinator. Only

Bidders who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response.

4.5 Protest Procedures

Only Bidders who have submitted a Response to this RFP and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Bidder is allowed five Business Days to file a protest of the RFP with the Procurement Coordinator. Further information regarding the grounds for, filing and resolution of protests is detailed in [Appendix C, Protest Procedures](#).

5 INSTRUCTIONS TO BIDDERS

5.1 Authorized Communication

Upon release of this RFP, all Bidder communications concerning this RFP must be directed to the Procurement Coordinator listed on the front page of this RFP. Unauthorized contact regarding this RFP with other State employees or customer advisory team members involved with the RFP may result in disqualification. All oral communications will be considered unofficial and non-binding on DES. Bidders should rely only on written Statements issued by the Procurement Coordinator.

5.2 Bidder Communication Responsibilities

Bidders will be responsible for communicating to the Procurement Coordinator any issues, exceptions, additions or omissions concerning the RFP on or before the Response due date and time. Where requirements appear to prohibit or restrict participation, an explanation of the issue with suggested alternative language should be submitted in writing to the Procurement Coordinator by the deadline for questions and comments indicated on the cover page. The Solicitation process may continue. If changes result, written Amendments will be issued by the Procurement Coordinator and provided by posting them to WEBS as indicated above.

While Bidder input will be considered, the Procurement Coordinator is under no obligation to respond, implement or otherwise share the input provided with the pool of potential Bidders. Further, if additional clarification is necessary such communication shall not be considered as negotiation with the Bidder.

These communications will be accepted via email to the Procurement Coordinator; telephone calls will not be accepted. Failure to notify DES of an issue by the deadline may be considered to be a waiver of the issue by the Bidder for protest purposes. Bidders are encouraged to make any inquiry as early in the process as possible to allow DES to consider and Respond; however, no Response is required.

5.3 Bidder Authorized Representative

Bidder must designate an authorized representative who will be the principal point of contact for the Procurement Coordinator for the duration of the Solicitation process. Bidder shall complete [Appendix D, Bidder Profile](#).

5.4 Washington's Electronic Business Solution (WEBS)

This RFP is issued through the central bidding system known as WEBS. Any Amendments to this RFP will be issued via WEBS as well. Bidders are solely responsible for:

1. Properly registering with WEBS at [WEBS for Vendors](#)
2. Maintaining an accurate Bidder profile in WEBS

3. Downloading the Solicitation materials consisting of, but not limited to, the RFP with all related attachments and exhibits to which the Bidder's company is responding.
4. Downloading all current and subsequent Amendments to the Solicitation
To ensure receipt of all Solicitation documents, the RFP for this Solicitation must be downloaded from WEBS. Notification of Solicitation Amendments will only be provided to those Bidders who have registered with WEBS and have downloaded the RFP from WEBS. Failure to do so may result in a potential Bidder having incomplete, inaccurate, or otherwise inadequate information, or a Bidder submitting an incomplete, inaccurate, or otherwise inadequate Response. Bidders and potential Bidders accept full responsibility and liability for failing to receive any Amendments resulting from their failure to register with WEBS and download the RFP from WEBS, and hold DES harmless from all claims of injury or loss resulting from such failure.

5.5 Bidder Responsiveness

Bidder must respond to each question/requirement contained in this RFP. Failure to comply with any applicable item may result in the Response being deemed non-responsive and disqualified.

DES reserves the right to consider the actual level of a Bidder's compliance with the requirements specified in this RFP and to waive informalities in a Response. Informalities are immaterial variation from the exact requirements of the RFP, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the products to be delivered or performance of the solutions being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Bidders.

5.6 Withdrawal or Modification of Response

Bidders are liable for all errors or omissions contained in their Responses.

- After Response submittal but prior to Response opening: The Bidder may modify or withdraw his/her Response at any time prior to the Response due date and time by providing a written request to the Procurement Coordinator from an authorized representative of the Bidder.
- After Bid Closing: No Response shall be altered or amended. DES may allow a Response to be withdrawn if the Bidder demonstrates that the prices were miscalculated. DES reserves the right to contact Bidder for clarification.

5.7 Proprietary or Confidential Information

All Responses submitted become the property of DES and a matter of public record after DES announces Apparent Successful Bidders.

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. DES will not honor designations by the Bidder where pricing is marked proprietary or confidential. See the Proprietary or Confidential Information subsection of the proposed Master Contract.

6 BIDDER QUALIFICATIONS

6.1 Established Business

Prior to commencing performance, or prior to that time if required by DES, Purchaser, law or regulation, Contractor must be an established business firm with all required licenses, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the term of this Contract.

DES reserves the right to require receipt of proof of compliance with said requirements within 10 calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

6.2 Federal Funding

See the Federal Funding subsection of [Appendix B, Proposed Master Contract](#).

6.3 Federal Restrictions on Lobbying

The Bidder certifies, by submittal of a Response to this RFP, that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. See the Federal Restrictions on Lobbying subsection of the Proposed Master Contract.

6.4 Debarment and Suspension

The Bidder certifies, by submittal of a Response to this RFP, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p) or RCW 39.26.010 (9) or other state statute, regulation or policy) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or state department or Agency. See the Federal Debarment and Suspension subsection of the proposed Master Contract.

6.5 Use of Subcontractors

Bidders may propose the use of Subcontractors to deliver products and services under the resultant Master Contract. However, Contractor shall be considered prime contractor and remains liable for actions of any Subcontractor in such delivery of products and services including, but not limited to, all damages provisions, intellectual property indemnification, and consequential damages.

Specific restrictions apply to Contracting with current or former state employees pursuant to chapter 42.52 RCW. Bidders should familiarize themselves with the requirements prior to submitting a Response.

6.6 Bidder Technical Requirements

Bidders will find the State's requirements detailed in [Appendix E](#), which follows this RFP and are directed to complete that document in its entirety following the directions provided there.

6.7 Clarification Conferences

Bidders may be asked to participate in a conference to clarify the role the State would play in implementation of a proposed solution.

7 SUCCESSFUL BIDDER RESPONSIBILITIES

7.1 No Prices or Charges

Prices or charges under the proposed Master Contract incurred before a Master Contract is fully executed will be the sole responsibility of the Bidder.

7.2 Post Award Conferences

Contractors may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss Contract performance requirements. The time and place of the conference would be scheduled following Award.

7.3 Management Fee and Reporting

All Master Contracts executed as a result of this RFP will be subject to a management fee. Collection and remittance of the fee shall be conducted in accordance with the provisions set forth in [Appendix B, Proposed Master Contract](#).

The management fee will be 0.74 percent of the purchase price for products delivered and services performed.

The management fee is to be included in Response pricing and not be presented to users as a separate line item. Contractors will collect and distribute the fee to DES.

The management fee will be periodically reviewed to ensure that the program is self-supporting.

Contractor shall provide a quarterly sales report to DES in accordance with the provisions set forth in [Appendix B, Proposed Master Contract](#).

7.4 Contract Management

Upon awarding a Master Contract, Contractor will have the Contract management responsibilities detailed in [Appendix B, Proposed Master Contract](#).

7.5 Insurance

Successful Bidders are required to obtain insurance to protect state Purchasers should there be any claims, suits, actions, Prices, or damages or expenses arising from any negligent or intentional act or omission of the Contractor or its subcontractor(s), or their agents, while performing work under the terms of any Master Contract resulting from this RFP. Bidders will find a complete description of the specific insurance requirements in the proposed Master Contract terms in [Appendix B, Proposed Master Contract](#).

7.6 Statewide Payee Desk

In order to receive payment from state agencies, Contractors are required to be registered with the Statewide Payee Desk maintained by DES for processing Contractor payments. Purchasers who are Washington state agencies cannot make payments to Contractors until the Contractors are registered. Registration materials are available here: [Receiving Payment from the State](#).

8 PRICING

8.1 Overview

Response prices must include all Price components needed to provide solutions as described in this RFP. All Prices associated with solutions must be incorporated into the price submitted in the Bidder's Response.

Failure to identify all Prices in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

There are no volume commitments specified in this RFP. Market potential includes approximately 60,000 state employees and employees from over 2,500 cities counties, towns and ports.

Bidders are asked to include details on volume and tiered pricing as directed in [Appendix E](#).

8.2 Taxes

Contractor must collect and report all applicable state taxes.

8.3 Price Quotation

Bidder must provide a Price per user per year rate in accordance with the instructions detailed in [Appendix F](#)

Bidder agrees that rates quoted in the Response and included are to be considered all-inclusive rates to include all expenses (e.g., overhead, insurance, and administration including but not limited to the Management Fee) except, in limited circumstances.

8.4 No Best and Final Offer

DES reserves the right to make an Award without further discussion of the Response; i.e., there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Bidder intends to offer.

8.5 Price Adjustments

For the initial term of a Master Contract resulting from this RFP, Bidder must guarantee to provide solutions at no higher than the proposed rates. Prices quoted shall not be increased during the initial term of the Contract. Thereafter, Contractor requests for adjustments in pricing will be considered at sole discretion of DES and in accordance with [Appendix B, Proposed Master Contract](#)

9 PREPARATION OF RESPONSES

All Responses must be emailed to: ECMprocurement@des.wa.gov using the formats described in this document.

9.1 Due Date and Time

Responses in their entirety must be received by DES no later than the Response due date and time indicated on the [cover page](#). The "receive date/time" posted by DES's email system will be used as the official time stamp but may not reflect the exact time received. Bidders should allow sufficient time to ensure timely receipt. Late Responses will not be accepted and will be automatically disqualified from further consideration. DES assumes no responsibility for delays caused by Bidder's e-mail, network problems or any other party.

All Responses and any accompanying documentation become the property of DES and will not be returned.

Responses may not be transmitted using facsimile transmission.

9.2 Identification and Delivery

Each emailed Response must include the Bidder's Company name as the first word of the subject line. Bidders may break email submittals into multiple emails provided each email clearly indicates in the subject line its overall place in the series, as well as the total number of separate emails being sent. For example, if ABC Company is submitting their response as three separate emails, the subject line of the first should be "ABC Company

Response 1 of 3”; the next email’s subject line would be “ABC Company Response 2 of 3”; etc.

9.3 Email / File Size

Bidders are cautioned to keep email sizes to less than 25 Mb. Also, to keep file sizes to a minimum, Bidders are cautioned not to use graphics in their Responses.

9.4 Format

Required submittals, formats and file naming conventions are detailed below and must be included as attachments to the emailed Response.

All attachments must strictly adhere to the format and file naming conventions set forth therein. **Zippered files cannot be received by DES** and must not be used in Responses. All files in the Bidder’s Response must be formatted in Microsoft Word, Microsoft Excel, PDF, or as otherwise outlined herein.

Formats not identified herein may be accepted only with prior written approval of DES. DES will not accept zipped files. Use of the file naming conventions as outlined herein is mandatory.

9.5 Checklist of Required Submittals

Bidders must include, at a minimum, the following electronic submittals attached to an email.

- ☐ The Response must include a PDF with the signature of an authorized Bidder representative on all documents requiring a signature.
- ☐ The Response must include a PDF with the signature of an authorized Bidder representative of any Amendments identified as required in the WEBS posting.
- ☐ [Appendix A](#), **Certifications and Assurances**
Bidder must complete, sign and scan. The signature block must be signed by a representative authorized to bind the Bidder to the offer. In the contents of this file, Bidders must observe the following:
 - Do not include any exceptions, comments or special Expectation: One separate email attachment of a completed signed and scanned file; labeled in accordance with the file naming convention specified below.
 - **Preferred Format: PDF**
 - **File naming convention: BidderName_CA.pdf.**
 - **No notations in this document**
 - **No changes to this document; enter data where requested and sign.**
- ☐ Vendor References
(References to include: name, company, address, e-mail address & telephone number.)
 - Three references from engagements of similar scope
 - Three references for each subcontractor (3rd party, partner, VAR, etc.) the Bidder intends partner with to deliver their proposed solution.
- ☐ Vendor’s End User License Agreement (EULA)

☐ **Appendix D, Bidder Profile**

Bidder must complete as instructed in the submittal.

- Expectation: One separate email attachment of a completed file; labeled in accordance with the file naming convention specified below.
- Required Format: MS Excel
- File naming convention: BidderName_PROFILE.xls (.xlsx acceptable).
- In the contents of this file, Bidders must observe the following:
 - Do not include any exceptions, comments or special notations in this document.
 - Do not add any shading or other special formatting to any of the cells, columns or rows of the spreadsheet. Do not make any changes to the spreadsheet template provided other than to enter data where requested.
 - Use the following format for all telephone and facsimile numbers: (123) 555-1234.
 - Use standard two-letter U.S. Postal Service abbreviations for state names in all addresses (e.g., “WA” rather than “Washington”).

☐ **Appendix E, Response Requirements**

Bidder must complete this appendix as instructed in the submittal.

- ☐ Expectation: One separate email attachment of a completed file; labeled in accordance with the file naming convention specified below.
- ☐ Preferred Format: MS Word
- ☐ File naming convention: BidderName_QUALIFICATIONS.doc (.docx acceptable).
- ☐ In the contents of this file, Bidders must observe the following:
 - Do not include any exceptions, comments or special notations in this document.
 - Do not add any shading or other special formatting to any of the cells, columns or rows of the table. Do not make any changes to the template provided other than to check boxes and enter data where requested.

☐ **Appendix F, Pricing Proposal**

Bidder must complete this appendix as instructed in the submittal.

- ☐ Expectation: One separate email attachment of a completed file; labeled in accordance with the file naming convention specified below.
- ☐ Preferred Format: MS Excel
- ☐ File naming convention: BidderName_Price_Proposal.xls (.xlsx acceptable).
- ☐ In the contents of this file, Bidders must observe the following:
 - Do not include any exceptions, comments or special notations in this document.

- Do not add any shading or other special formatting to any of the cells, columns or rows of the table. Do not make any changes to the template provided other than to check boxes and enter data where requested.

10 EVALUATION AND AWARD

10.1 Award Criteria

DES intends to execute multiple Master Contracts as a result of this RFP. Awards will be based on the Apparent Successful Bidders' abilities to meet all of the mandatory requirements established in [Appendix E](#). Guiding principles for selection include solutions that are easy to use; enable a single instance of a document; are accessible from anywhere; are easy to store; are secure and reliable; are easy to disclose/share/collaborate and are able to produce a defensible disposition.

These Master Contracts will be grouped in an unranked Contractor pool for authorized Purchasers to use for acquisitions.

Bidders whose Responses are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.

The process has been designed to award the Contract to the Bidder with the best combination of desired attributes based upon the evaluation criteria, not necessarily to the Bidder of least Price. Contract Award will be based on the evaluation and Award criteria established herein and will be in accordance with provisions identified in [RCW 39.26.160](#) and other criteria identified in the RFP.

DES reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with solution/product, knowledge of products/service/industry and timeliness; any negative or unsatisfactory response may be an adequate reason for rejecting a Bidder as non-responsive and unable to suit the needs of the State. DES reserves the right to waive a reference check. Bidders deemed non-responsive may be rejected.

10.2 Clarification

To aid in the evaluation process, after Response due date and time, DES may require individual Bidders to participate at a date, time and place determined DES for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of DES's intention to award.

10.3 Initial Review

Responses will be reviewed initially by the Procurement Coordinator and authorized personnel to determine, on a pass/fail basis, whether each Response meets all the administrative requirements specified herein.

10.4 Responsibility

During evaluation, DES reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's subcontractor's facilities.

Failure to respond to said request(s) may result in a Response being rejected as non-responsible.

10.5 Evaluation

Responses meeting the Initial Determination of Responsiveness and Responsibility will then be reviewed on a pass/fail basis to determine if the Response meets the mandatory requirements specified in [Appendix E](#). Only Responses meeting all mandatory requirements will be further evaluated. DES will require product demonstrations as well as conduct detailed reference checks for Finalist Bidders advancing through the evaluation process.

The Procurement Coordinator reserves the right to determine at its sole discretion whether a Bidder's response to a mandatory requirement is sufficient to meet state needs. However, if all responding Bidders fail to meet any single mandatory item, DES reserves the right, at its option, to either: (1) cancel the procurement, or (2) revise or delete the unattainable mandatory item.

The weighting of the criteria is based on 1000 total available points and will be distributed as follows:

Written Proposal	= 35% (350 points)
Demonstrated Capabilities	= 45% (450 points)
Price Proposal	= 20% (200 points)

Each of the criteria above has subsections which will be weighted as set forth below. The written proposal is worth 350 points or 35% of the available points and has two subsections; Mandatory & Desirable with multiple categories in both subsections.

The Demonstration portion is worth 450 points or 45% of the available points. The Demonstration will be comprised of ten sections. All sections of the Demonstration will be weighted evenly.

The Price Proposal is worth 200 points or 20% of the available points based on lowest Price.

10.5.1 Round One Scoring:

The Written Proposal section will be evaluated first. A maximum of eight Bidders from this section will proceed for further evaluation under Round 2 which will include the Demonstration and Price Proposals. DES reserves the right to promote less than eight Bidders to the Demonstration round based on a "natural" break point between the highest scoring bidders. The Written Proposal section consists of two categories (Mandatory and Desirables); each category has additional sub-categories of questions. It is the answers to these questions that will be evaluated and scored. An evaluation team of stakeholders and subject matter experts will review the submitted answers and score them based on the below Scoring Range Matrix.

Scoring Range Matrix – All questions have a maximum score of 10 points		
Points	Description	Discussion
0	Discussion Omitted – No Value	The Vendor has omitted any discussion of this requirement or the information provided is of no value.
1-3	Poor – Ability was not established and Approach marginal	The Vendor has not fully established the capability to perform the requirement, has marginally described its approach, or has simply restated the requirement.
4-6	Average - Solution & Detail are competitive	The Vendor has an acceptable capability or solution to meet this criterion and has described its approach in sufficient detail to be considered competitive.
7-8	Good - Strong and Competitive	The Vendor has demonstrated strong and competitive capability, approach, or solution and has provided a complete description of the capability, approach, or solution.
9-10	Excellent - Solution & Detail are superior and competitive	The Vendor has provided an innovative, detailed, efficient approach or established, by references and presentation of material, far superior capability in this area.

The Mandatory subsection is worth $\frac{3}{4}$ of the (35%) scoring value and Desirable is worth $\frac{1}{4}$ of the (35%) scoring value. Within each subsection there are multiple categories with variable weighting as described in the table titled “Written Proposal Section” below.

The questions in each sub-category vary in number. All scores to questions will be added together and then be divided by the total amount of points available for each sub-category. This will create a universal adjusted score that is based on a maximum score of 100%

All questions in each section will be scored and added together to create an aggregate total. That total will then be divided by the total amount of possible points in the respective subsection section to determine an adjusted score. Each adjusted score for each section will then be weighted.

The total scaling of the weighing for Round 1 – Written Proposal is set forth in the table below:

Written Proposal Section Worth 35% of the Total Solicitation Score	
Mandatory Category Worth 75% of Written Proposal Score	Desirable Category Worth 25% of Written Proposal Score
Subcategories	Subcategories

IT Security		IT Security	
Records Management		Records Management	
Discovery & Disclosure		Discovery & Disclosure	
Architecture		Architecture	
Managing Digital Media Assets		Document Management	
Document Management		Image Processing Applications	
Image Processing Applications		Information Access/Search	
Information Access/Search		Mobility	
Workflow/BPM		Workflow/BPM	
		Web Content Management	
		Social Content Management	
TOTAL	100% of 75%	TOTAL	100% of 25%

10.5.2 Round Two of Scoring

Round two will consist of scoring the Demonstration and the Price Proposal. Up to eight Bidders who scored the highest on the Written Proposal section will be invited and scheduled to demonstrate their solutions. Each bidder will receive seven hours to present their solution to the evaluation team based on the scenarios and conditions detailed in the Demonstration Instructions in [Appendix E](#).

Bidders should be prepared to demonstrate their solution as described in this solicitation, and scheduled as indicated on the cover page.

An evaluation team of stakeholders and subject matter experts will score the demonstrated solutions based on the guiding principles of this solicitation which are: solutions that are easy to use; have a single instance of a document; are accessible from anywhere; are easy to store; are secure and reliable; are easy to disclose/share/collaborate and are able to produce a defensible disposition.

The Demonstration portion of the evaluation will be worth 450 points. The Demonstrations are comprised of ten sections which are worth 45 points per section. Scores for all ten sections will be added create an aggregate total.

Price Proposals will be scored based on the Bidder submitting the lowest per seat Price for a basic ECM Department of Defense 5015.2 V3 package. The package will include the modules and all Prices associated with the successful implementation of the ECM solution as detailed in the Price Proposal, [Appendix F](#). The lowest Bidder will receive 200 points. Higher priced Bidder proposals will be scored relative to the lowest Bidder proposal.

$$\frac{\text{Lowest Vendor \$ per Seat}}{\text{Each Vendor's \$ per Seat}} \times 200 \text{ points} = \text{Score}$$

This will bring the points available to 1000. Final selection will consider points assigned in both rounds one and two. The Bidders earning an award recommendation will be those that are found best suited to state needs in the various categories.

10.6 Design Review

During the evaluation process, a review of proposed systems will get underway by Consolidated Technology Services (CTS). This review will evaluate the safety, security, and the compatibility of proposed solutions with State criteria. Bidders may be contacted by the reviewers. This review does not indicate an intent to award.









10.7 Notification of Apparent Successful Bidders

All Bidders responding to this RFP will be notified when DES has determined the Apparent Successful Bidders (ASBs) who will constitute a prequalified and unranked Bidder pool. The date of announcement of the Apparent Successful Bidders will be the date of the notification from DES.

10.8 Negotiation

The State reserves the right to negotiate with ASBs, or to accept and proceed with their offers exactly as offered.

APPENDICES

<p>Appendix A, <i>Certifications and Assurances</i></p> <p>Appendix A1, <i>Exceptions and Assumptions</i></p>	<div data-bbox="1073 264 1281 401">  Appendix A Certifications & Assur </div> <div data-bbox="1081 455 1287 592">  Appendix A1 Exceptions & Assump </div>
<p>Appendix B, <i>Proposed Master Contract</i></p>	<div data-bbox="1073 623 1281 760">  Appendix B Proposed Master Contract.docx </div>
<p>Appendix C, <i>Protest Procedures</i></p>	<div data-bbox="1073 795 1281 932">  Appendix C_Protest Procedures A.docx </div>
<p>Appendix D, <i>Bidder Profile</i></p>	<div data-bbox="1073 968 1281 1104">  Appendix D Bidder Profile.xlsx </div>
<p>Appendix E, <i>Response Requirements and Demonstration</i></p>	<div data-bbox="1073 1140 1281 1276">  Appendix E Requirements & Dem </div>
<p>Appendix F, <i>Price Proposal</i></p>	<div data-bbox="1073 1312 1281 1449">  Appendix F Price Proposal.xlsx </div>
<p>Appendix G, <i>Definitions</i></p>	<div data-bbox="1073 1505 1281 1642">  Appendix G Definitions .docx </div>

Appendix D, Bidder Profile

RFP 07814 - Enterprise Content Management Services

Provide the following required information. Failure to complete and submit this Bidder Profile may disqualify the Bidder from further participation in this RFP. Please use the following format for all phone and facsimile numbers: (123) 555-1234. Use abbreviations for state names.			
Bidder Identifying Information			
Provide the legal business name of the entity that will execute any Contract arising from this RFP. Identify name and formal address of legal business entity and include business phone number, FAX number, and website.			
Legal Business Name	Compulink Management Center, Inc. d/b/a/ Laserfiche		
Address	3545 Long Beach Blvd.		
City	Long Beach		
State	CA	ZIP Code	90807
Phone	(562) 988-1688	FAX	(562) 988-1886
Website	www.laserfiche.com		
Legal Status			
Identify Bidder's Legal Status (e.g. corporation, partnership, sole proprietorship, etc.). Include the year the entity was organized to do business as the entity now substantially exists.			
Legal Status	Corporation		
Year	1987		
Principal Officer			
Identify Bidder's Principal Officer and include the formal title (e.g. President, CEO, etc.). Include the Principal Officer's business address and phone number.			
Name	Thomas Phelps		
Title	CIO & Chief Corporate Strategist		
Address	3545 Long Beach Blvd.		
City	Long Beach		
State	CA	ZIP Code	90807
Phone	(562) 988-1688 x306		
Employer Identification			
Identify Bidder's WA State Uniform Business Identifier (UBI) number .			
WA State UBI	602792347		
MWBE & Veteran-Owned Enterprise Certification			
Identify Bidder's (or Subcontractor's) current OMWBE or Veteran-owned business certification number(s). If Bidder is not a certified minority, woman, or veteran-owned business enterprise, but still identifies itself such an entity, please so indicate. by placing an "X" in the appropriate cell.			
Bidder MBE Certification			
Subcontractor Name			
Subcontractor MBE Certification			
Bidder WBE Certification			
Subcontractor Name			
Subcontractor WBE Certification			
Bidder VBE Certification			
Subcontractor Name			
Subcontractor VBE Certification			
Bidder is self-identified MBE			
Bidder is self-identified WBE			
Bidder is self-identified VBE			
Business Location			

Appendix D, Bidder Profile

RFP 07814 - Enterprise Content Management Services

Identify the primary office location Bidder proposes to service DES's account under any Master Contract issued as a result of this RFP. If different from the legal business location detailed above, include complete address, phone and FAX number. If same as the legal business location detailed above, insert the following sentence, "Same as legal business location."

Address	Same as legal business location.		
City			
State		ZIP Code	
Phone		FAX	

RFP Contact Person

Identify Bidder's primary and sole contact person for this RFP and Bidder's Response. Should the need arise for DES to clarify any portion of the Bidder's Response; an authorized representative of DES will attempt to contact this person. DES expects that this Bidder representative shall be timely and reasonable in all related communication with DES. This person shall also receive any formal correspondence related to this RFP including but not limited to Apparent Successful Bidder notification. Include name, title, address, phone and fax numbers, and email address.

Name	Chris Franzino		
Title	Solutions Manager, Laserfiche		
Address	3545 Long Beach Blvd.		
City	Long Beach		
State	CA	ZIP Code	90807
Phone	(562) 988-1688 x199	FAX	
Email	chris.franzino@laserfiche.com		

Bidder's Proposed Contract Account Manager

Identify Bidder's proposed Contract account manager.

Name	Chris Franzino		
Title	Solutions Manager, Laserfiche		
Address	3545 Long Beach Blvd.		
City	Long Beach		
State	CA	ZIP Code	90807
Phone	(562) 988-1688 x199	FAX	
Email	chris.franzino@laserfiche.com		

Legal Notices

Identify Bidder's point of contact for Legal Notices. Include name, title, address, phone and fax numbers, and email address.

Name	Timothy Hsu		
Title	Operations Sales Administrator		
Address	3545 Long Beach Blvd.		
City	Long Beach		
State	CA	ZIP Code	90807
Phone	(562) 988-1688 x612	FAX	
Email	timothy.hsu@laserfiche.com		

EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

Vendor Identifying Information				
Legal Business Name	Address	City	State	ZIP Code
Compulink Management Cent	3545 Long Beach Blvd.	Long Beach	CA	90807

EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

			Legal Status	
Phone	FAX	Website	Legal Status	Year
(562) 988-16	(562) 988-18	www.laserfiche.com	Corporation	1987

EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

Principal Officer				
Name	Title	Address	City	State
Thomas Phelps	CIO & Chief Corporate St	3545 Long Beach Blvd.	Long Beach	CA

EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

		Employer Identification	4.2.5 MWBE Certification	
ZIP	Phone	UBI	Vendor MBE	Sub Name
90807	(562) 988-16	602792347	0	0

EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

Sub MBE	Vendor WBE	Sub Name	Sub WBE
0	0	0	0

EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

Vendor VBE	Sub Name	Sub VBE	Self ID'ed MBE
0	0	0	0

EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

		Business Location	
Self ID'd WBE	Self ID'd VBE	Address	City
0	0	Same as legal business location	0

EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

				RFQ Contact Person	
State	ZIP	Phone	Fax	Name	Title
0	0	0	0	Chris Franzino	Solutions Manager, Laser

EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

Address	City	State	ZIP	Phone	Fax
3545 Long Beach Blvd.	Long Beach	CA	90807	(562) 988-16	0

EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

Vendor's proposed Account Manager			
Email	Name	Title	Address
chris.franzino	Chris Franzino	Solutions Manager, Laser	3545 Long Beach Blvd.

EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

						Vendor's p
City	State	ZIP	Phone	Fax	Email	Name
Long Beach	CA	90807	(562) 988-16	0	chris.franzing	Timothy Hs

EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

Point of contact for Legal Notices

Title	Address	City	State	ZIP	Phone	Fax	Email
Operations	3545 Long	Long Beac	CA	90807	(562) 988-	0	timothy.hsu@laserfiche.com

Appendix A, Certifications and Assurances

RFP 07814 –Enterprise Content Management Services

We make the following certifications and assurances as a required element of this Response, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the Solicitation are conditions precedent to the award or continuation of the resulting Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Response.
2. The attached Response is a firm offer for a period of 120 days following the Response due date specified in the Solicitation, and it may be accepted by DES without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.

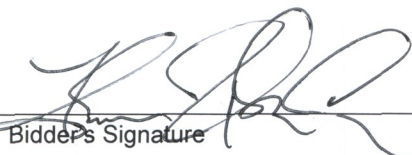
If terms are not agreed upon within 120 days, DES may cease negotiations and offer the Bidder the opportunity to accept Award at the original terms. If not accepted, DES may find Bidder non-responsive to the terms as offered and reject the Bidder's Response.

In the case of protest, our Response will remain valid for 120 days or until the protest and any related court action is resolved, whichever is later.

3. In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. We understand that DES will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of DES, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the Solicitation document.
5. We understand that any Contract awarded, as a result of this Response will incorporate all of the requirements of the Solicitation. Submittal of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in the Proposed Master Contract or substantially similar terms, if selected as a Contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in the Proposed Master Contract of this Solicitation.
6. We (circle one) are are not submitting proposed Contract exceptions. If proposing exceptions, use Appendix A1, Exceptions and Assumptions

7. The authorized signatory below acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation in submitting and fulfilling the offer made in its Response.
8. By submitting this Response, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications in the Solicitation.
9. We understand that the resulting "first tier" Contract is not a guarantee of future work or payment of funds by any participating Purchaser.

The signatory below represents that he/she has the authority to bind the company named below to the Response submitted and any Contract awarded as a result of this Solicitation.



Bidder's Signature

Thomas Phelps, CIO & Chief Corporate Strategist

Print Name and Title

Compulink Management Center, Inc. d/b/a/
Laserfiche

Bidder's Company Name

3/10/15

Date

Appendix A1, Exceptions and Assumptions

RFP 07814 – Enterprise Content Management Services

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations. Acceptance or rejection of any/all exceptions and assumption will be at the sole discretion of the State.

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

ITEM	RFP SECTION #	RFP PAGE #	EXCEPTION (Complete detail regarding exceptions must be identified)	PROPOSED LANGUAGE
1	7.3	11	Clarify that “Work Product” refers to Contractor’s Work Product, not Purchaser’s. Contractor will remedy any defects in its Work Product at its expense, rather than pay a third party to do so.	Replace section with: “Cost of remedying defects: Contractor will remedy defects in its ECM solution at no additional cost to Purchaser.”
2	8.4	12-13	Exception to definition of Contractor’s Software as a Work for Hire. Contractor licenses its Software and ECM solutions. This section must clarify that Contractor will continue to own all of its intellectual property rights in its Software, subject to a license to Purchaser.	Insert: “Contractor will retain all title, ownership, copyright and other proprietary rights in and to the Software it provides, including updates, upgrades, integrations, and derivative works, subject to Purchaser’s license to use such Software in accordance with the Master Agreement.”
3	8.5	13	The last sentence in the fourth paragraph in section 8.5 is ambiguous and should be modified.	Delete: “If a data compromise and/or identity theft occurs and is found to be the result of Contractor’s acts or omissions, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by DES or Purchaser in responding to or recovering from the Data Breach.” Replace with: “If a data compromise and/or identity theft occurs and is found

EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

ITEM	RFP SECTION #	RFP PAGE #	EXCEPTION (Complete detail regarding exceptions must be identified)	PROPOSED LANGUAGE
				to be the result of Contractor's acts or omissions, Contractor will assume complete responsibility for notification of affected parties, and will pay Purchaser's documented out of pocket costs (excluding cost of internal resources) to restore records or data from the most recent usable backup."
4	9.13	19	Contractor's risk-management department requires that its liability be reasonably limited in order to continue to provide its purchasers with the best possible value and premium performance. Consequently, Contractor places reasonable contractual limits on its liability for claims consistent with common software industry practice.	Insert: "Contractor's liability for all claims related to the Master Contract will not exceed the amount that Purchaser has paid for the Product."
5	10.7	21	Contractor's risk-management department requires that its liability be reasonably limited in order to continue to provide its purchasers with the best possible value and premium performance. Consequently, Contractor places reasonable contractual limits on its liability for claims consistent with common software industry practice.	After the first sentence of section 10.7, insert: "In the case of a breach of the security of the system for which Contractor is determined to be responsible, Contractor will pay Purchaser's documented out of pocket costs (excluding cost of internal resources) of restoring records or data from the most recent usable backup." At the end of section 10.7, insert: "Contractor's liability for all claims related to the Master Contract will not exceed the amount that Purchaser has paid for the Product."

ASSUMPTION SUMMARY FORM

ITEM	RFP SECTION #	RFP PAGE #	ASSUMPTION (Complete detail regarding assumptions must be identified)
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EXHIBIT C - CONTRACTOR'S RESPONSE TO RFP

ITEM	RFP SECTION #	RFP PAGE #	ASSUMPTION (Complete detail regarding assumptions must be identified)
1			Client will make available and provide access to necessary personnel to ensure project success. This includes: a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks. b. IT personnel such as system administrators, database administrators, or help desk. c. Subject matter specialists on relevant systems and document management requirements.
2			In order to meet project deadlines, Client will ensure timely participation (e.g., within two to three business days) of all stakeholders and specialists during the engagement, including sign-off of deliverables.
3			Client will work with Laserfiche to provide any necessary technical resources and support. This includes: a. Kerberos configuration if it is required for the installation. b. Onsite and remote access to the Test and Production environments. The environments will closely mirror one another.
4			
5			



Bidder's Signature

Thomas Phelps, CIO & Chief Corporate Strategist

Print Name and Title

Compulink Management Center, Inc. d/b/a/
Laserfiche

Bidder's Company Name

3/10/15

Date



Appendix E, Requirements

RFP 07814 – Enterprise Content Management Services

Mandatory Pass/Fail Technical Requirement (Round 1)

By checking the “Complies” box below the Bidder signifies they have completely read, understood and after consideration concluded the offered service complies fully with the stated requirement. If the “complies” box is not checked, the response does not satisfy the requirement and will be disqualified from the procurement.

#	PASS/FAIL MANDATORY REQUIREMENTS	BIDDER HAS READ, UNDERSTANDS AND COMPLIES
Business Need: RECORDS MANAGEMENT & PUBLIC DISLCOSURE		
1	Solution is certified by the Joint Interoperability Testing Command (JITC) as compliant with the Department of Defense (DoD) 5015.2 v3 standard as evidenced by appearing on the JITC certified systems list at http://jitic.fhu.disa.mil/cgi/rma/reg.aspx on the day that RFP responses are due.	Complies <input checked="" type="checkbox"/>

Mandatory Scored Technical Requirements (Round 1) -75% of 350 Points

For Mandatory Scored (MS) requirements, the Bidder response must indicate explicitly whether or not the Bidder's proposed solution meets the requirement. Responses without an adequate description of how the Bidder fully meets the requirement will be scored as not meeting the requirement.

Requirements are grouped into broad business need categories based on the core principals of the needs of the state. These principals include solutions that are easy to use, have a single instance of a document, are accessible from anywhere, are easy to store, are secure and reliable, are easy to disclose/share/collaborate and are able to produce a defensible disposition.

For each requirement **more points will be awarded** to Bidder responses that: 1) fulfill the stated requirement and 2) provide more convenience, accuracy, timeliness, ease of use and/or breadth of capability to better satisfy the requirement of one or more of the business needs detailed above. Any response that does not satisfy a requirement will receive a score of zero and will result in bidder disqualification for this procurement. Responses will be evaluated by a team of subject matter experts whom at their discretion will determine collectively whether or not the response meets the requirement and if it is met, will score based on how well the requirement is met.

Some of the mandatory scored requirements and desirable scored capabilities duplicate DoD 5015 requirements. These are included in the procurement to evaluate in Round 1 how well some of the responses meet the DoD 5015 standard, and to select finalists for the Round 2 demonstration.



Please answer the following questions in sequence within the cell the question is assigned.

#	Function
Business Need: IT SECURITY	
MS1	<p>Describe in detail the solution's delegation model for central administration, including how many levels of administrators can be supported. The state prefers solutions that provide multiple and nested levels of administrators to accommodate varying requirements in agencies.</p> <p>Laserfiche provides for multiple and nested levels of administration. At each level, multiple administrators can be designated with different rights and responsibilities.</p> <ul style="list-style-type: none"> ▪ Directory Server Administrators centrally manage servers, product instances and user and group licenses for the entire system. ▪ Server Administrators manage the repositories attached to a server instance. For example, an administrator with Server level rights can migrate repositories between servers, but may not have rights to take administrative action within the repository itself. ▪ Repository Administrators can designate users to establish key components of the repository such as creating users, managing group membership, establishing a role-based security policy, managing metadata, purging documents, etc. Administrative privileges can be divided and distributed between administrators to prevent a "super user," if desired. ▪ At the repository content level, specific users can be granted administrative rights to manage others' access to specific folders and documents.
MS2	<p>Describe the solution's ability to manage and enforce security, access, or other policies by groups of users. The state prefers solutions that provide multiple and nested levels for policy management and enforcement (user, group, division, agency, etc.) to accommodate varying purchaser requirements.</p> <p>Similar to administration, group security within Laserfiche provides multiple and nested levels of control:</p> <ul style="list-style-type: none"> ▪ Laserfiche leading practices are to set and manage security at the group level, where it is inherited by all users within the group, as well as new users added to the group. ▪ Users can exist within multiple groups, and security policies will be enforced based on specific rights that are granted or denied to each group. ▪ In order to handle exceptions to standard group inheritance rights, administrators



	<p>can make modifications to security settings at the user level.</p> <ul style="list-style-type: none"> For ease of administration, Laserfiche can sync directly with Active Directory or LDAP for group membership. The State can maintain its Active Directory/LDAP groups (with membership set up by department, division, agency, etc.) and grant appropriate rights to these groups within the system. For an additional level of policy management and enforcement, Laserfiche groups can be created for role-based security and layered on top of existing AD/LDAP groups.
MS3	<p>Describe the solution's ability to apply specific access and policy controls based on multiple levels of data security classifications.</p> <p>Rights and privileges in Laserfiche are highly granular and allow for a fine-grain level of detail when configuring security and applying security policies within the system.</p> <ul style="list-style-type: none"> Group membership can be used to grant or deny access to content based on data security classification levels. Group membership – and the accompanying rights – can be automatically inherited from a group structure in Active Directory or can be specifically set to better match security policy needs. Multiple levels of data security classification can interact at the individual and group level through the use of multiple group memberships. In addition to granting rights at the group level, file organization and folder structure can be used to create separate areas of the system with distinct classification levels. Security can be managed at the individual folder, document, or metadata value level for any individual user or group of users. For targeted access controls, security tags can be used to apply security classifications to specific files, thus hiding the targeted files from all users not granted the security classification level in question.
MS4	<p>Describe the solution's ability to encrypt data at rest. The state prefers solutions that provide encryption internally to the solution, rather than depending on device or Operating System encryption methods. Specify any adverse impact to application functionality when encryption is applied such as diminished search or indexing capabilities.</p> <p>Laserfiche can encrypt data at rest using either built-in encryption tools, or through the use of a third-party application.</p> <ul style="list-style-type: none"> For built-in encryption of file storage, Laserfiche provides Volume Encryption, which supports multiple encryption algorithms: AES-128, AES-192, and AES-256. For operating system-level encryption of file storage, Microsoft Windows' Encrypting File System is supported. For encryption of content stored in the database, such as metadata values, the system supports SQL Transparent Data Encryption.



MS5	<p>Describe the solution's ability to securely transmit data (encryption in transit) for system interface, administrative and user access.</p> <p>Laserfiche supports SSL/TLS to secure the transmission of information between server and client applications, no matter how the information is accessed. This encryption is available for connections, including desktop and web-based client applications, scanning interfaces, online form submissions, etc.</p>
MS6	<p>Describe how the solution integrates with the state's Enterprise Active Directory infrastructure to allow single or reduced sign-on to the application.</p> <p>Laserfiche provides a built-in integration with Active Directory, allowing users to authenticate to the system from any Laserfiche application using their existing Windows credentials.</p>
MS7	<p>Describe the bidder's tools, processes, and/or practices used in the solution's development lifecycle to prevent application security vulnerabilities in the solution.</p> <p>The security of customer data is of paramount importance to Laserfiche, therefore the Company maintains industry standard software engineering practices throughout the development lifecycle to minimize vulnerabilities and security risks during code creation.</p> <p>Code-scan software is used as part of the code validation process, and Laserfiche also contracts with a leading security company to perform code reviews, web application penetration security testing, and live server testing intended to identify, remediate and help prevent security flaws.</p>
MS8	<p>Describe the Bidder's strategy and/or practices to prevent or mitigate security flaws such as the OWASP top 10.</p> <p>As discussed in MS7, security of customer data is of paramount importance to Laserfiche. Rigorous practices are in place throughout the development lifecycle to minimize the risk of security vulnerabilities during code creation.</p> <ul style="list-style-type: none"> ▪ Laserfiche uses code-scan software in-house to validate code. ▪ Laserfiche contracts with a leading security company to perform code reviews and web penetration security assessments. ▪ Laserfiche also works with a third party security company to perform live server testing intended to prevent security flaws, such as input validation, input sanitizing and buffer overruns, which are major types of vulnerabilities in the OWASP Top 10.
MS9	<p>Describe how the solution integrates with anti-virus technology.</p> <p>Laserfiche uses Symantec Endpoint Protection internally. Due to the number of available COTS anti-virus software and the various options to configure them, the implementation</p>



	plan will include investigating the compatibility of the State's antivirus product with the Laserfiche server in a test environment, before promotion to a production environment.
MS10	<p>Describe how the solution supports logging of user activity in local system logs or remote log aggregators (SIEM).</p> <p>From the moment users are authenticated to the system, Laserfiche auditing begins logging user activity. Activity is stored in log files, which are then written to a database for reporting and consumed by SIEM tools for event correlation and incident handling.</p>
Business Need: RECORDS CAPTURE, RETENTION, RETRIEVAL & DISPOSITION	
MS11	<p>Describe how the solution supports the management of e-mails and attachments as records.</p> <p>In accordance with the DoD 5015.2 specification, Laserfiche manages emails and attachments as records within record series and can automatically assign the appropriate retention properties to them as a single object or as separate records.</p> <p>Messages and their attachments can be directly imported as records with corresponding retention rules from Outlook via the Laserfiche Office Integration or from any other email clients using standard import options such as drag and drop.</p>
MS12	<p>Describe the solution's ability to configure retention requirements (retaining, managing and disposition) according to business rules. Describe the solution's types of triggers (such as date or event-based triggers, date of document, messages generated from another system, and/or manually declared).</p> <p>Laserfiche supports all standard retention requirements and triggers. Retention requirements are maintained at the record folder level and are programmatically applied to records as they are filed into areas of the system according to the business rules in place.</p> <p>Retention triggers in Laserfiche can be configured to meet the needs of the state. Options include:</p> <ul style="list-style-type: none"> ▪ Date-based triggers calculated on the filing date or creation date of the document, or on a combination of dates, such as the end of the fiscal year in which the record was created. ▪ Event-based triggers, where the event date is pulled automatically from another system or manually declared within Laserfiche.
MS13	<p>Describe how the solution supports document destruction and/or provides certified file erasure/destruction according to retention requirements or on demand.</p> <p>All records management actions, including destruction actions, are logged by Laserfiche Audit Trail reporting, ensuring that a record of erasure/destruction is kept and accessible by</p>



	authorized administrators.
Business Need: DISCOVERY & DISCLOSURE	
MS14	<p>Does the solution support litigation holds and/or freeze/unfreeze documents or groups of documents and/or suspend any pending disposition actions? Describe how these are applied. The state prefers solutions that have in-place, rather than copy holds.</p> <p>Laserfiche supports freezing records, which suspends disposition actions and prevents any other modification of the record until it is unfrozen.</p> <p>Records managers may freeze or unfreeze individual record folders or larger sets of records with a single action. Such an action is taken from the records management menu of the client application and will create an in-place freeze of the selected file(s).</p>
MS15	<p>Describe how multiple litigation holds can be placed on a record, what the user experience is in this case, and when such a record can be modified or destroyed by the system.</p> <p>Records managed in Laserfiche may be subject to litigation holds, or freezes, and all freezes must be removed from a record before it may be modified or destroyed.</p> <p>For records that have been placed on litigation holds, the system provides hold details to users who have been granted access to the information, such as the date the hold was placed and the reason provided for the hold. Users will not be able to delete or modify these records but they will know why their access rights have been limited.</p>
MS16	<p>Describe how the solution exports and/or provides access to discovery/disclosure products.</p> <p>Records stored within the Laserfiche system may be made available for discovery in a number of ways.</p> <ul style="list-style-type: none"> ▪ Records may be exported in bulk. Upon export, electronic files will remain in their native format, while scanned records can be exported as PDF files. ▪ Laserfiche Plus can be used as an export tool to create a Laserfiche viewer with the exported records. Exporting content with Laserfiche Plus will maintain folder structures, metadata, and search capabilities from the Laserfiche system, if desired. ▪ A user account with appropriate rights and access may be provided to the individual(s) performing discovery so that discovery take place within the system itself. <p>The Laserfiche SDK provides programmatic access to the Laserfiche Content Server and publishes a structured query language (LFQL) through which third party eDiscovery tools</p>



	can utilize Laserfiche as a structured data source.
Business Need: ARCHITECTURE	
MS17	<p>Describe how the solution integrates with the following shared solutions to capture and manage content: MS Exchange 2010 / MS Outlook 2010 (or later) e-mail, and Office 365. List versions supported, for all implementations.</p> <p>Laserfiche contains an out-of-the-box integration with the following desktop products for Microsoft Office 2003 through 2013:</p> <ul style="list-style-type: none"> ▪ Microsoft Word ▪ Microsoft Excel ▪ Microsoft PowerPoint ▪ Microsoft Outlook (not Express) <p>This integration enables users to:</p> <ul style="list-style-type: none"> ▪ Save directly into Laserfiche. ▪ Create new versions of existing documents within the system. ▪ View and insert metadata for files already stored in Laserfiche. <p>Microsoft Exchange 2010 and later can be integrated with Laserfiche Workflow to automate the creation of Microsoft Outlook tasks, appointments, contacts, and more.</p> <p>In addition, an integration with Office 365 and the OneDrive file system is in development and will be available in Fall 2015.</p>
Business Need: STORING AND RETRIVING DIGITAL MEDIA ASSESTS	
MS18	<p>Describe the solution's approach to the storing, searching and retrieving of digital, multi-media files including content such as photographs, audio and video.</p> <p>Any file format can be stored within the Laserfiche repository, including graphics, videos, and audio files.</p> <p>Any file stored in Laserfiche can have metadata assigned through configurable templates to speed up filing, routing, searching, and retrieval.</p> <p>Additionally, file types that include a text record can have that text extracted for use in full text searches.</p>
Business Need: DOCUMENT MANAGEMENT	
MS19	<p>A 'compound document' is a collection of documents that make up a larger, 'logical document' and is managed as a unit. Each document within a compound document may be created by a separate application. Describe the solution's capabilities for assembling</p>



	<p>compound documents, unbundling compound documents and which file types are supported.</p> <p>Laserfiche provides the ability to organize collections of documents within a nested folder structure and documents of different file types can be grouped together. Those collections of documents can be used to create a single document using Laserfiche Snapshot, which normalizes file types to create a single imaged document that can be shared in TIFF or PDF format.</p>
Business Need: IMAGE PROCESSING APPLICATIONS	
MS20	<p>Describe how the solution integrates with external image-capture systems, tools and processes.</p> <p>While Laserfiche provides a number of capture tools for ad-hoc, batch and advanced capture requirements, the system can also be configured to work with external image-capture systems, tools and processes.</p> <ul style="list-style-type: none"> ▪ Laserfiche publishes an XML format that allows external tools to output images and metadata for automated import, classification and filing within Laserfiche. ▪ Additionally, there are existing “export connectors” available between Laserfiche and most third-party capture platforms.
Business Need: INFORMATION ACCESS/SEARCH	
MS21	<p>Describe how the solution provides the ability to integrate with external systems such as a case management system, to display information from the connected system, query the connected system for information, display results in the solution and use the results in indexing processes.</p> <p>Laserfiche has numerous methods to connect and exchange information with external systems, including:</p> <ul style="list-style-type: none"> • The Laserfiche Connector, which can use information displayed in an external system to launch a search in Laserfiche or scan in new images with information from the external system as metadata. This is a point-and-click style integration with no coding required. • Direct connections to external databases to retrieve or add information for use in metadata, process status, conditional routing, and more. • The Laserfiche Workflow platform, which includes activities for connecting with external web services, to retrieve or set information. • For further integrative tools, the system includes the full and well-documented Laserfiche SDK, which offers the full set of libraries that the Laserfiche developers use in creating the Laserfiche product suite.

MS22	<p>Describe the solution's ability to search across multiple servers/document databases/content repositories (including third-party content stores).</p> <p>By default, the Laserfiche Search Engine is designed to search a single repository at a time. However, it can be configured to search across most structured data stores. As an example, the Laserfiche Search Engine powers the search functionality on all Laserfiche web properties including www.laserfiche.com and support.laserfiche.com.</p> <p>Additionally, Laserfiche repositories can be indexed and searched by other search engines. As an example, Laserfiche bundles integration with the Microsoft SharePoint search engine.</p>
Business Need: WORKFLOW/BPM	
MS23	<p>Describe how the solution allows for divergent workflow, i.e. scanning something once but having the ability to use it for multiple workflows.</p> <p>A single document in the Laserfiche system can be a part of multiple workflows simultaneously or can follow multiple branches within a single workflow.</p> <p>Based on any number of criteria (such as document type, metadata values, related information retrieved from an external system, etc.) a document can be automatically inputted into all applicable workflows for processing.</p> <p>The flexibility of the Laserfiche Workflow tool ensures that business actions can be taken in a timely and efficient manner, regardless of the number of processes to which a document or set of documents pertain.</p>
MS24	<p>Describe how "work" and/or content is routed through the workflow in the solution. What are the different methods of routing — for example, rules-based routing, sequential routing and parallel routing?</p> <p>Laserfiche's rules-based workflow engine is capable of routing documents and information dynamically and systematically. Out-of-the-box routing options include:</p> <ul style="list-style-type: none"> ▪ Parallel routing, for concurrent processing of all branches. ▪ Conditional parallel routing, for simultaneous processing in all applicable paths. ▪ Exclusive conditional routing, for single-path routing where a condition is met. <p>In each routing scenario, the system provides flexible options for work assignment to fit the needs of each business process.</p> <ul style="list-style-type: none"> ▪ Assignment of work can be done at the group level. ▪ Tasks can be distributed to individuals based on role, workload, or in a round-robin fashion.



MS25	<p>Describe the "rule-based triggers" that can be used in the workflow — for example, time, event, metadata, volume, and user-defined.</p> <p>Triggers for starting or continuing a workflow within Laserfiche can be configured for nearly any event or interaction with an entry. Examples of common rules-based triggers for starting workflows include:</p> <ul style="list-style-type: none"> ▪ When a document or folder enters the system or is created. ▪ When a user changes a document or folder, such as by renaming, adding pages, or modifying metadata values. ▪ At a specific time or on a programmed schedule. ▪ Programmatically based on an action or event in an outside system, through the use of the workflow API bundled with the system. ▪ On an ad-hoc, user-defined basis, when an authorized user chooses to start a process. <p>The flexibility of the workflow triggers available in the system allow business processes to begin autonomously and reliably, ensuring efficiency within an organization.</p>
MS26	<p>Describe how the solution captures metadata automatically or semi-automatically (e.g. drop-down lists or automated lookups from databases).</p> <p>Laserfiche has several out-of-the-box solutions to automate metadata capture and to assist in manual metadata entry where possible.</p> <p>Laserfiche also provides tools for automated metadata capture to streamline and standardize document processing and filing wherever possible. These include:</p> <ul style="list-style-type: none"> ▪ Direct integration with Laserfiche's e-forms product, Laserfiche Forms, to leverage form field data as metadata values. ▪ Zonal optical character recognition (OCR) to read and capture sections of text off of a page. ▪ Pattern matching on OCR'd text to find metadata values that meet set criteria regardless of location within the document. ▪ Integration tools to automatically bring content and metadata in from outside systems as needed. <p>Laserfiche can also semi-automate metadata capture and provides tools to assist in manual metadata entry:</p> <ul style="list-style-type: none"> ▪ Out-of-the-box lookups into ODBC compliant databases to dynamically populate dropdown list fields and to automatically populate field values based on the values residing in other fields. ▪ Data verification tools to check captured values against an outside system and flag any inconsistencies for user review.

	<ul style="list-style-type: none"> Field constraints and formatting to ensure that data is consistent from the moment of capture. For example, phone number fields can be restricted to a specific pattern such as #-###-###-#### to ensure consistency within the system.
MS27	<p>Describe how the solution's workflow engine integrates with external systems and applications.</p> <p>As a key component of an enterprise solution, the Laserfiche Workflow engine provides for multiple methods of integration with external system and applications to create a cohesive environment and sync information across all applicable systems.</p> <ul style="list-style-type: none"> A direct database connection to any external system's ODBC compliant database can be established to pull from and push data to the third-party application and ensure that both systems are in sync at all times. Web services can be leveraged within the workflow tool to communicate with an external system's API to retrieve data, receive notifications of events, or pass data to the other system. Custom scripts, using either libraries from the Laserfiche SDK or from an external system's API, can be included as part of a workflow to further extend the integrative options with a Laserfiche workflow. Custom activities can be created using the Laserfiche Workflow SDK and added to the set of standard tools available to workflow creators, allowing integrative actions to be easily accessed and reused.
MS28	<p>Describe the solution's ability to integrate with third-party workflow systems.</p> <p>As a powerful system specializing in content-centric processes, Laserfiche Workflow can work in conjunction with third-party workflow system to serve as an integrated component of a business process management system.</p> <p>The ability to pull from and push information to ODBC-compliant databases while leveraging web services to communicate with other applications provides an avenue for a third party workflow system to communicate with – and pass parameters to – the Laserfiche Workflow engine.</p> <p>In addition, the Laserfiche Software Development Kit (SDK) provides tools for highly flexible and customized integrations between external workflow engines and the Laserfiche system. Laserfiche Workflow.</p>
MS29	<p>Describe the solution's ability to integrate with third-party e-forms applications.</p> <p>Laserfiche provides a native e-forms product that integrates seamlessly with the rest of the product suite for form capture, routing, classification, indexing, and storage.</p> <p>In the case that a third-party e-forms application is preferred, pre-built integrations exist</p>



	<p>with common e-forms applications including Cerenade, Laser App, LincDoc, and Mi-Forms. In addition, Laserfiche's open architecture offers numerous approaches to creating custom integrations:</p> <ul style="list-style-type: none"> ▪ Laserfiche provides an XML format that allows external tools to output images or electronic files and their metadata for automated import, classification, and filing within Laserfiche. ▪ Natively, Laserfiche can read field values from fillable PDFs to automate indexing and filing upon import. ▪ Web services can be used to retrieve documents and metadata from the third-party product for import and processing within the system.
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Desirable Scored Capability (Round 1) -25% of 350 Points

For Desirable Scored (DS) capabilities, the Bidder response should always indicate explicitly whether or not the Bidder's proposed solution or related services provide the desired functionality, and describe how the proposed Bidder's solution or related services do so.

Desirable scored capabilities are grouped into broad business need categories based on the core principals of the needs of the state. These principals include solutions that are easy to use, have a single instance of a document, are accessible from anywhere, are easy to store, are secure and reliable, are easy to disclose/share/collaborate and are able to produce a defensible disposition. Finalist Bidders are given the opportunity to demonstrate how their solutions meet these capabilities in the Demonstration section.

For each requirement **more points will be awarded** to Bidder responses that: 1) fulfill the stated capability and 2) provide more convenience, accuracy, timeliness, ease of use and/or breadth of capability to better satisfy one or more of the business needs listed below.

#	Function
Business Need: IT SECURITY	
DS1	<p>Describe how the purchaser's users in Active Directory can be bulk-uploaded or established in the solution to save time, reduce errors and avoid managing user login credentials in the solution.</p> <p>With the built-in Active Directory integration, system administrators can easily configure</p>



	<p>rules-based Active Directory synchronization, which ensures that any qualifying user accounts created in Active Directory will be automatically granted access to Laserfiche. By doing so, users will be able to log into Laserfiche with their existing Window credentials, and will not need to memorize another set of usernames and passwords.</p>
DS2	<p>Describe how the purchaser's administrators and users in Active Directory can be automatically established in the solution with appropriate privileges. For example: administrative privileges in the solution can be controlled by membership in an Active Directory group.</p> <p>Laserfiche's native integration with Active Directory can automatically grant user access to Laserfiche complete with appropriate rights and privileges. Active Directory groups are also fully supported and may have Laserfiche security applied to them. When users requiring access to Laserfiche are created in Active Directory, they will automatically be granted access to Laserfiche with the appropriate security settings inherited from their group.</p>
DS3	<p>Describe the solution's ability to provide additional protection of sensitive customer data (i.e. multi-factor authentication, increased audit/access visibility, user group limitations, encryption, etc.).</p> <p>Laserfiche provides a wide range of options for protecting sensitive customer data.</p> <ul style="list-style-type: none"> ▪ For increased audit/access visibility, Laserfiche Audit Trail can be set up to focus on specific areas, actions, or non-actions, depending on which activities should be logged. Laserfiche Audit Trail reporting is a separate function, and users can be given access to audit reporting data without corresponding access to repository information. ▪ For user group limitations, Laserfiche provides robust security options to allow/deny access from the document level all the way up to the folder or repository level. In addition, Laserfiche leading practice is to give fileserver and database access to only the Laserfiche Server service account, not to all general users. ▪ For encryption, Laserfiche data at rest on disk can be encrypted, as can data in transit (via SSL and TLS). ▪ For multi-factor authentication, the next release of the Laserfiche Directory Server, planned for Fall 2015, will include multi-factor authentication.
DS4	<p>Describe the solution's ability to secure confidential data such as protected health information (PHI), social security number (SSN) or financial information.</p> <p>Laserfiche can secure confidential information in a number of ways:</p> <ul style="list-style-type: none"> ▪ To protect individual pieces of data within a document, such as social security numbers, redactions can be applied. Information can be redacted manually or automatically according to specific patterns (e.g. social security number or

	<p>addresses) or to a location on a page. Only users with the corresponding security rights can see through a redaction to view the original file.</p> <ul style="list-style-type: none"> ▪ For protecting specific types of documents, such as health or financial documents, Laserfiche access rights can be used. Document access rights can be applied automatically according to document type, document location within a folder structure, the phase of a document's lifecycle, or the step a document is at as it moves through a business process. ▪ Laserfiche is fully compatible with Windows encryption for both database and file server encryption. ▪ SSL/TLS is fully supported so that the data cannot be intercepted and accessed while in transit.
DS5	<p>Describe how the purchaser's administrators are alerted, or can determine using the solution's logs, that the solution is under attack or is experiencing suspicious activity.</p> <p>Since Laserfiche communicates using TCP/IP, any standard intrusion detection software, vulnerability assessments, etc. that work with TCP/IP can be used with Laserfiche to help ensure that the system is secured at all times. Additionally, Laserfiche includes tamper detection functionality for the system audit logs and signed documents to guarantee the integrity of usage reports and signatures. This capability was tested and certified as a component of the VERS certification.</p>
DS6	<p>Describe how the solution enhances data protection by supporting role-based and configurable field level data masking for sensitive information such as credit card numbers and social security numbers.</p> <p>Laserfiche supports configurable field level security within its role-based security model. Sensitive field information, such as social security number or credit card information, can be hidden or made read-only at the system-wide level, for entire roles, or for specified users.</p> <p>This same role-based security model is used throughout the system for granting access to individual applications, determining the actions available to a user within the system, and establishing access to files and records.</p>
DS7	<p>Describe how the solution supports automated data security categorization and policy enforcement based on data content (SSN, credit card), metadata, user or role.</p> <p>The flexible, granular nature of Laserfiche security allows for automated security policy enforcement and data security categorization.</p> <ul style="list-style-type: none"> ▪ For securing data content, sensitive data can be automatically identified and categorized by the system based on a pattern (such as that of a social security number), a region of a page, or other method and then redacted by the system to ensure that content is only accessible by authorized users.

	<ul style="list-style-type: none"> Once a file is identified, either by the automated identification tools provided by the system or manually by a user, it can be automatically filed into the appropriate area of the system where it will be governed by the corresponding security policy. In this way, security policies are enforced from the moment of content creation and classification. For user and role-based security, a user will inherit appropriate security settings upon being placed within a role-based group. As a member of a role-based group a user will be granted access to the files their group may work with, the metadata appropriate to that role, and the actions necessary for the role in question. For dynamic security needs or changes in security policies, Laserfiche provides the ability to dynamically grant or remove access rights. These rights can be granted via a set of conditional rules, such as for specific metadata values, users or roles, the types of data in question, and/or the step a document is at as it moves through a business process.
DS8	<p>Describe the solution's capabilities to maintain security and control for documents that are shared or exported. Examples may include time-limited access, revocation and printing.</p> <p>Laserfiche holds security as a top priority, and provides multiple methods by which to maintain security when exporting or sharing content.</p> <ul style="list-style-type: none"> Time-limited access to content can be provided to external and/or internal users and automatically granted and revoked using the Laserfiche Workflow engine. The rights to print and export content must be granted to a user before these actions can be performed, and these abilities can be limited according to document type or area of the system. With appropriate rights, documents can be manually exported or printed with the click of a button. All redactions within an exported/printed document will be made permanent to ensure confidentiality, unless a user has rights to manage the redactions in question. Documents can be shared through email directly from the application with appropriate rights. A user can send either a copy of the document (with permanent redactions and optional password protection) if granted export rights, or send a link to open the document within Laserfiche. In order to access the linked content, the recipient will require the proper access rights within the system, ensuring that sensitive data is not distributed to unauthorized parties. For general content sharing within Laserfiche, the system can be configured to automatically create shortcuts to files or folders (including all associated metadata) in other departments' or users' areas of the system to facilitate content sharing where users have rights to operate.
DS9	<p>List the security certifications or independent audits the solution has successfully completed and achieved. These may include, but are not limited to: HIPAA, PCI, SSAE 16, ISO 27001/2,</p>



	<p>FRPA, NIST 800-63 and 64, FTI, CJIS, or others.</p> <p>Laserfiche is DoD 5015.2 certified for records management applications. The DoD standard is heavily focused on the security, auditing and reporting provided by software applications.</p> <p>Laserfiche has also been certified as compliant with the Victorian Electronic Records Strategy (VERS), which focuses on the ability of the records management application to ensure the fidelity of the information it manages over time.</p> <p>Laserfiche has been deployed at leading institutions including federal agencies that are required to comply with regulatory compliance requirements such as HIPAA and other requirements.</p>
DS10	<p>Describe how the solution supports federated single sign-on using Claims-Based authentication with SAML or similar protocols. Secure Access Washington (SAW), the state's single sign-on portal for citizen and business access to on-line government services, uses this interface method.</p> <p>Laserfiche can be integrated with federated single sign-on systems through the use of SAML tokens for authentication.</p>
DS11	<p>Describe additional ways how data is protected from unauthorized access, disclosure, or tampering.</p> <p>Laserfiche is certified as compliant with the Victorian Electronic Records Strategy (VERS), a records management standard that measures an application's ability to maintain the integrity of the information it manages. In meeting the requirements of the VERS certification, Laserfiche includes tools to verify that data is protected from unauthorized access, tampering, and disclosure.</p> <p>Laserfiche tools to ensure data security and integrity include:</p> <ul style="list-style-type: none"> ▪ Checksums to determine if a file has been altered by an unauthorized user. ▪ Audit log tamper protection to ensure the integrity of audit data. <p>Additional methods of protecting data in a Laserfiche environment include:</p> <ul style="list-style-type: none"> ▪ File server security limitations and encryption to protect files at rest. ▪ Transparent data encryption (TDE) to secure information stored in the database, such as metadata and annotations. ▪ SSL/TLS to encrypt data between server-side components and between server and client applications.
<p>Business Need: RECORDS CAPTURE, RETENTION, RETRIEVAL & DISPOSAL</p>	
DS12	<p>Describe the solution's approach to storing inactive long-term content on less expensive storage. Is the ability a part of the solution or a third-party offering?</p> <p>Laserfiche stores content in collections, called volumes, which reside on file servers. Any</p>



	<p>number of volumes can be used to distribute content across multiple file servers so that inactive or less-frequently accessed content is housed on less expensive storage.</p> <p>Volume rollover, or the automated creation of a new volume, can occur automatically to divide data into manageable collections according to an administrator-defined schedule and or size limit to facilitate eventual migration to less expensive media. Volume migration can be performed manually or as part of an automated process.</p>
DS13	<p>Does the solution support taxonomy development? Does it integrate with standard taxonomy tools and approaches? If so, describe.</p> <p>Yes, the nested folder structure that Laserfiche employs for document organization and presentation naturally supports the most common approaches to developing hierarchical taxonomies.</p> <p>Additionally, the formal records management functionality the system provides (record series, record folder, etc.) offers an acknowledged framework supported by the National Archives (NARA) for taxonomy development.</p> <p>The filing automation tools Laserfiche provides help to automatically build out taxonomies based on business rules and support the creation of business unit specific taxonomies layered on top of a records management based foundation.</p>
DS14	<p>How does the solution support manual and automatic content capture including capture devices?</p> <p>Laserfiche bundles a number of capture tools including ad-hoc and batch scanning, mobile capture, form submission, a Microsoft Office integration and import capabilities. Laserfiche also offers advanced capture tools that can be configured to automatically identify document types, extract information and use that information for indexing, classification and filing.</p> <p>These tools can also be configured to run in a scheduled or automated fashion so image capture can be distributed while processing can be centralized and automated. The Laserfiche scanning applications all support TWAIN, ISIS and WIA drivers, making them compatible with most scanners.</p> <p>In addition to common capture/scanning tools, Laserfiche provides an automated import utility that can be configured to monitor multiple network locations and process documents based on business rules, connectors to a number of common networked copiers and release scripts/export connectors for most third party capture applications.</p>
DS15	<p>Describe the solution's ability to capture content generated from a variety of external content generating systems, such as:</p> <ul style="list-style-type: none"> ▪ <u>Common office packages</u>

	<p>Laserfiche bundles an integration with Microsoft Office, which provides the ability to save documents and apply metadata directly from the Office applications.</p> <ul style="list-style-type: none"> ▪ <u>Workflow applications</u> The Laserfiche SDK provides programmatic access to the Laserfiche Content and Workflow servers so other workflow systems can interact with Laserfiche as a part of a business process. ▪ <u>Electronic messaging systems and any attachments</u> As part of the integration with Microsoft Office, conversations from Microsoft Office Communicator (including attachments) that are tracked in Microsoft Outlook can be saved directly to Laserfiche through Outlook. ▪ <u>E-commerce systems</u> Documents and reports that are generated through e-commerce systems (such as quotes and invoices) can be captured and imported to Laserfiche through integration. ▪ <u>Web content management systems</u> Web pages and other elements from WCM systems can be archived in Laserfiche and managed according to record keeping rules. ▪ <u>Social media</u> Social media content can be “printed” into Laserfiche using the Laserfiche Snapshot utility or captured through integration. ▪ <u>Image processing applications</u> As mentioned earlier, there are release scripts/export connectors available for most image processing applications. Additionally, Laserfiche publishes an XML format to allow any image processing application to output image files and metadata in a way that Laserfiche can import, index and file documents automatically. ▪ <u>Graphic design systems</u> Working documents generated through graphic design systems (.psd, .eps, etc.) can be managed through Laserfiche utilizing common library services such as check-in/out and version control. ▪ <u>Business information systems</u> Documents and reports generated through business information systems can be ingested and classified in Laserfiche through integration (scheduled, automated conversion and ingestion) or simply through printing them into the system using the Laserfiche Snapshot utility. ▪ <u>CAD systems</u> Working documents generated through CAD systems can be managed through Laserfiche utilizing common library services such as check-in/out and version control. ▪ <u>Reporting systems</u> Documents and reports generated through reporting systems can be ingested and classified in Laserfiche through integration (scheduled, automated conversion and ingestion) or simply through printing them into the system using the Laserfiche Snapshot utility. ▪ <u>Cameras</u> Laserfiche bundles a tool called Photo Docs that can be used to access digital cameras
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	<p>as capture devices and provides a number of image enhancement tools such that photographs of documents can be processed and OCR'd for full-text search and retrieval as if they had been scanned.</p> <ul style="list-style-type: none"> ▪ <u>Smart phones</u> Laserfiche Mobile is offered for iOS and Android devices that include capture functionality – essentially turning the smartphone camera into a document scanner. Even if the Laserfiche app isn't installed, photographs taken with a smart phone can be processed using Laserfiche Photo Docs as described above. In addition, electronic files can be imported to the system either via Laserfiche Mobile or by accessing the Laserfiche web client via a web browser. ▪ <u>Mobile devices</u> The Laserfiche iOS and Android apps described above are available for tablets as well as smartphones so nearly any mobile device can be used to capture as well as access content in Laserfiche. For mobile devices running other operating systems, the Laserfiche web application can be accessed through a web browser.
DS16	<p>Does your solution support public-facing Web access? If so, describe the ease of public use and how the solution protects records from unauthorized access.</p> <p>The state prefers solutions that support this with a low or no licensing cost impacts.</p> <p>Laserfiche provides read-only public access to specific documents or groups of documents stored in the system through a web portal, using the Laserfiche Public Portal module.</p> <p>The web portal's interface was designed to be easily customized to enhance ease of use and to integrate easily into an existing website:</p> <ul style="list-style-type: none"> ▪ To simplify the location of information and the ease of use, simple search forms and links to specific folders and documents can be created and presented within the portal. ▪ For integration into existing websites, the system provides controls for changing virtually any aspect of the portal's appearance and the portal itself can be embedded within an iframe on another webpage. <p>Access to public users is fully controlled, and includes which documents each user may access, whether or not the public user can see metadata and annotations, export files, perform searches, etc.</p>
DS17	<p>Describe how the solution maintains the ability to view documents in their original visual representation after the file formats are obsolete (such as migration to new file formats or emulators) without third-party tools?</p> <p>Laserfiche includes a virtual printer driver called Laserfiche Snapshot for creating archival copies of documents regardless of the original file format. With this utility, any printable file may be "printed" into Laserfiche as an archival TIFF image, which will then be opened in the</p>

	Laserfiche Document Viewer. Snapshot can be used to create archival images of both files already stored in Laserfiche and of files coming from Windows.
DS18	<p>Does the solution support the use of third-party viewers for unsupported (unknown/new) file types?</p> <p>Laserfiche supports the use of third-party viewers. Electronic files stored within the Laserfiche system will open in their native applications, ensuring that content can be stored in one central location while still allowing users to actively work with the files as needed.</p>
DS19	<p>Does the solution support features for caching and pre-fetching of content being edited? Describe the solution's performance retrieving large query results including during simultaneous searches.</p> <p>Laserfiche pre-fetches and caches content to improve system-wide performance. Laserfiche's web client makes use of sequential loading, which allows the pre-fetching of content being edited. In addition, pages and images can be cached to further improve upon the performance of the web client.</p> <p>Searching in the Laserfiche content repository is performed via Laserfiche's built-in search-engine and is designed to handle simultaneous searching and large query results.</p> <ul style="list-style-type: none"> ▪ Laserfiche search offerings include a dedicated full-text search engine optimized for indexing and retrieving search results from large amounts of text and metadata. ▪ Administrator options include the ability to tailor search processes and result displays to improve performance of various search types. ▪ The search engine itself can be distributed to another computer to take advantage of dedicated resources and avoid competition with the Laserfiche Server or database engine.
DS20	<p>Does the solution support external users/collaboration beyond the firewall? The state prefers solutions that offer two-factor or other forms of authentication for non-state employees. These authentication methods can be either supplied by the solution or can be provided through integration with the state's Secure Access Washington single sign-on portal described in DS10. Additional scoring preference will be given for low licensing cost impact.</p> <p>Laserfiche supports the deployment of unlimited application servers at no additional cost, which can be set up outside of, or within the firewall, to allow for both internal and external access to the system. VPN access is also fully supported.</p> <p>As described in DS10, Laserfiche Directory Server is built to support federated single-sign-on (SSO) across Laserfiche products. This structure should allow for integration between</p>



	Laserfiche and the state's Secure Access Washington single-sign-on portal for authentication management for both state and non-state employees.
Business Need: DISCOVERY & DISCLOSURE	
DS21	<p>Does the solution support any cross-references to similar Disclosure or Discovery requests or cases? If so, how?</p> <p>Laserfiche Forms can be utilized to create disclosure request forms (like FOIA), such that the parameters of the requests are captured and tracked along with the entire response process. The information captured about requests is made available for reporting and analysis within Laserfiche, such as for cross-referencing.</p>
DS22	<p>Describe how the solution records and stores the date, time, reason for the created search/extract, and who created it.</p> <p>As described in the previous question, Laserfiche Forms can be utilized to create disclosure request forms such that the parameters of the requests are captured and tracked, including date and time of the request, the requester, and the reason for the request given.</p> <p>Completed forms can be stored as records within the Laserfiche repository, tracking all parameters captured regarding the request.</p>
DS23	<p>Describe how the solution can support and/or interface with other third-party eDiscovery tools.</p> <p>Laserfiche provides an open and flexible repository that's especially well-suited to capturing and managing large volumes of unstructured content. Through defined taxonomies, metadata and the use of text extraction and OCR, the system offers a variety of ways to add structure that can be accessed through other tools.</p> <p>The Laserfiche SDK provides programmatic access to the Laserfiche Content Server and publishes a structured query language (LFQL) through which third party eDiscovery tools can utilize Laserfiche as a structured data source.</p>
DS24	<p>Describe how the solution supports redaction of records. Describe the redaction functionality and how it keeps the integrity of the original record, minimizes the need for copies or duplicates, and how it renders and then manages the redacted version.</p> <p>Redactions are stored a layer on top of the record, meaning that redacted information is still accessible to those with appropriate security rights while restricted for unauthorized users. Since a redaction is a layer applied when the image is rendered, the original record remains unaltered.</p> <ul style="list-style-type: none"> Redactions can be applied to any location on an image to hide sensitive material from



	<p>unauthorized users.</p> <ul style="list-style-type: none"> ▪ By default, redactions are linked to OCR'd text, if it exists, to ensure that the redacted content can neither be seen nor found by searching. ▪ Redactions can have security applied to determine who can move, resize, remove, and see through the redaction. ▪ Redactions can be applied automatically using the batch processing solution Laserfiche Quick Fields. <ul style="list-style-type: none"> ○ Automatic redactions can be placed on a certain area of the page or set to hide a certain pattern of characters, such as a social security number. ▪ Redactions can be applied using a black or a white fill. ▪ Redactions can be permanently applied to documents exported or printed from Laserfiche to ensure the information stays hidden.
Business Need: ARCHITECTURE	
DS25	<p>The State may use multiple hosting architectures for deployment. The solution is expected to support multiple architectures: multi-tenant on premise deployment by a central service agency (PREM-Multi), single-tenant on premise deployment by each purchaser (PREM-Single). Some purchasers may choose Cloud/Hybrid deployments to provide access to targeted content. The following requirements and questions are specific to the product support for multiple architectures.</p> <p>Describe the solution's architecture to provide security, performance, scalability and availability for each scenario below.</p> <ul style="list-style-type: none"> ▪ <u>On premise multi-tenant deployment via a central state data center</u> <p>Laserfiche Rio is designed specifically for on premise multi-tenant deployment via a central data center. The licensing model provides the ability to deploy an unlimited number of application servers and repositories that can be provisioned and managed centrally. Administration at the server or repository level can be designated as desired so consumers can have as much (or as little) autonomy as desired under the state's preferred model.</p> <ul style="list-style-type: none"> ▪ <u>On Premise Single-Tenant Deployment by each agency via its own environment</u> <p>With Laserfiche Rio, separate agencies or business units are able to deploy and host their own instances of Laserfiche while benefiting from the group purchasing power of the entire state. Because Laserfiche Rio provides the ability to deploy an unlimited number of application servers and repositories, individual agencies can be granted</p>



	<p>control over their own environments and topologies.</p> <ul style="list-style-type: none"> ▪ <u>Hybrid (On-Premise/Cloud) Deployment for both scenarios 1 & 2 (both multi-tenant and single tenant)</u> <p>Laserfiche Cloud offers a hybrid approach to Enterprise Content Management with infrastructure hosted in the cloud and client side applications (like advanced capture tools) installed locally. Laserfiche Cloud offers shared service (multi-tenant) and departmental (single-tenant) solutions.</p> <ul style="list-style-type: none"> ▪ <u>Public or private cloud using Infrastructure-as-a-Service</u> <p>Laserfiche Cloud utilizes Amazon Web Services to provide Infrastructure-as-a-Service and takes advantage of replication across territories within a region for all customers. Customers seeking a private cloud service can subscribe to a service level that allocates dedicated virtual environments (infrastructure) for their specific instance of Laserfiche.</p>
DS26	<p>Describe how the solution supports the deployment, administration and use of a hybrid environment where the purchaser controls which files are stored and accessed on-premise and which are stored and accessed on public or private cloud infrastructure of the purchaser's choice?</p> <p>Laserfiche Rio gives customers complete control over their entire system topology, allowing for a hybrid cloud deployment if desired. The system provides the ability to deploy an unlimited number of application servers and repositories. Customers that manage their own infrastructure and cloud environments can deploy Laserfiche systems across their environments as desired.</p> <p>Laserfiche Cloud offers Laserfiche software solutions as a service as opposed to software licenses that are purchased. There is no limit to the way customers can mix and match the deployment of Laserfiche software and Laserfiche Cloud services to meet their specific business requirements.</p>
DS27	<p>Describe how well the solution is architected to support resiliency through mirroring with remote hot sites to accommodate disaster recovery? The state prefers solutions with built-in capabilities to support resiliency through alternate sites that require minimal system administration and software licensing cost impacts.</p> <p>Any number of Laserfiche environments can be set up for no extra licensing cost, for purposes such as testing and disaster recovery. With an environment set up at a disaster recovery site, the State's existing mechanisms for replicating from primary to secondary sites and failover can be used.</p> <p>In a hosted environment, Laserfiche Cloud is architected for data replication across multiple</p>

	territories within a hosting region for high availability.
DS28	<p>Describe the solution's tolerance for failures/outages in critical hardware or software system components.</p> <p>The Laserfiche environment can be configured to tolerate failure in a number of ways:</p> <ul style="list-style-type: none"> ▪ The Laserfiche system supports virtualization, including fault-tolerant virtual environments – such as VMWare ESXi – that provide the ability to tolerate the failure of multiple nodes in the environment while maintaining service. ▪ The Laserfiche Server can be set up in an active/passive failover cluster for fault tolerance and increased uptime. Additionally, the Server is supported by a database and fileserver, which can use the State's existing mechanisms for failover or other fault tolerance. ▪ The web-based client for Laserfiche runs in IIS, which can use Microsoft or F5 network load balancing or hardware-based load balancers to support fault tolerance.
DS29	<p>Describe in detail how the solution is optimized for good user performance from remote offices located across the state and for mobile users (e.g. compression, packet management, caching, storage optimization, in-memory processing, load balancing, etc.).</p> <p>Laserfiche is used by numerous globally-distributed organizations, and includes a variety of tools and options to ensure high performance in distributed user scenarios.</p> <p>Laserfiche web and mobile clients are optimized for web-based communication, with functionality such as the following:</p> <ul style="list-style-type: none"> ▪ Images are compressed to PNG from their native TIFF format. ▪ Communication is optimized to limit the requests being made in order to show users the information they need. ▪ Laserfiche Web Accelerator caches documents for faster access times. <p>Other elements of performance in a distributed environment include the following:</p> <ul style="list-style-type: none"> ▪ The web-based client for Laserfiche runs in IIS, which can use Microsoft network load balancing or hardware-based load balancers. ▪ An unlimited number of Laserfiche systems can be implemented, so each office/organization can have its own local system. ▪ Even if connecting to a central content repository, remote offices can have their own local installations of the web client server and Laserfiche Web Accelerator for improved performance.
DS30	<p>Describe the solution's ability to reduce storage costs (e.g. de-duplication, data compression or any other type of content footprint reduction technology).</p>



	<p>Within the Laserfiche system, a number of approaches to reducing storage costs are available, and can be used individually or in conjunction to maintain an effective yet low-profile system.</p> <ul style="list-style-type: none"> ▪ Data compression settings are available when scanning documents from paper or when converting an electronic document to an image file to reduce the file size. ▪ De-duplication settings combined with Laserfiche's automation tools can enforce a standardized naming and filing policy. With this consistency, duplicate documents can be flagged and an alert can be sent. ▪ Multiple pointers to a single document can be used to create multiple views to single copies of records to eliminate or reduce the need to manage separate copies of files for different business cases. ▪ Moving older or less-frequently accessed content to secondary volumes or less costly storage devices can leave more space on faster devices for newer content that is accessed more frequently, which will reduce storage costs.
DS31	<p>Describe the application development tools, programming languages and APIs that enable the purchasers to develop and customize their ECM applications, or other alternatives that provide for enhanced features or capabilities.</p> <p>Application Programming Interface (API) Support: Describe the specific APIs that you support. Does the solution support .NET API, Java API, and/or any Web services APIs.</p> <p>Service Oriented Architecture (SOA) Support: Describe how the solution supports Web services or service-oriented architecture (SOA). If this is planned for a future release, provide a timeframe for availability.</p> <p>Describe how the solution supports the following industry standards:</p> <ul style="list-style-type: none"> ▪ JSR 170 / JSR 283 / JSR 286 (Java) ▪ CMIS ▪ XACML ▪ WEBDAV ▪ HTML 5 ▪ Open standards <p>The state prefers solutions built using open standards.</p> <ul style="list-style-type: none"> ▪ <u>API Support</u> The Laserfiche SDK made available to clients is the same programming interface the Laserfiche Development team uses for all client-side application development, which means it offers comprehensive functionality, is thoroughly tested, and includes

	<p>comprehensive documentation. It also includes .NET and Java libraries.</p> <ul style="list-style-type: none"> ▪ <u>Web Services Support</u> Laserfiche makes it straightforward for integrators to connect to the Laserfiche system with a web service, as well as to call into Laserfiche Workflow web services to launch workflows and business processes. ▪ <u>Industry Standards Support</u> Laserfiche is designed so that customers and integrators have the flexibility to customize their implementations. The APIs sold to customers as the Laserfiche SDK are the same set of APIs used internally to create the software, guaranteeing transparency and accessibility. WebDAV and HTML5 are specifically supported.
DS32	<p>Describe how the solution integrates with third-party tools for reporting and analysis.</p> <ul style="list-style-type: none"> ▪ <u>Third-Party Reporting Integrations:</u> Making useful information accessible by third party reporting and business intelligence tools was factored into the design of the Laserfiche data model. <ul style="list-style-type: none"> ▪ Information from multiple tables is aggregated into views to simplify reporting. ▪ Access to information is made available through the Laserfiche ADO.NET provider or ODBC. ▪ Because information Laserfiche manages can be application specific, Laserfiche also provides a structured query language (LFQL) that can be helpful in generating very specific reports. ▪ <u>Built-In Reporting Tools:</u> Laserfiche also provides built-in reporting tools that can be leveraged in conjunction with third-party tools. <ul style="list-style-type: none"> ▪ Robust reporting tools are built in to the Laserfiche Audit Trail application in the Audit Trail Reporting interface. ▪ Laserfiche Workflow also offers built-in reporting tools and metrics on workflow instances.
DS33	<p>Describe the solution's ability to generate reports from metadata.</p> <p>Laserfiche provides comprehensive reporting options, which can be customized by users or administrators to provide informative and relevant analytics and other business data.</p> <p>For ad hoc reports, Laserfiche searches can collect all the content within a process or given stage of a process, display relevant metadata in a column view, and export that view as a spreadsheet using the functionality provided in the user interface.</p> <p>For often-used or scheduled reports, reporting data can be collected and structured</p>



	<p>automatically by the system's workflow engine. This data can then be distributed to the appropriate parties via email or automatically pushed to an ODBC compliant database where it can be accessed by the State's preferred reporting application.</p>
DS34	<p>What native formats does the solution support (preview, view natively, read embedded meta data)? List any known limitations with certain file types. The state prefers solutions that support a variety of file types.</p> <p>Laserfiche supports virtually any file format, and files can be categorized into two types according to their behavior within the system: electronic files and imaged files.</p> <p>Electronic files stored within the system (such as Word, Photoshop, or other files) will be opened with their native application for viewing and editing, as access rights allow.</p> <p>Imaged documents (those that are scanned or virtually printed into the system), other image files (such images), and PDFs stored within the system will be displayed in the Laserfiche Document Viewer. In addition, these files can be previewed within the client application's folder structure or when returned as results of a search. If desired, they can be opened in an external application as well.</p>
Business Need: DOCUMENT MANAGEMENT	
DS35	<p>Describe the solution's ability to identify document types based on predefined criteria or a self-learning process.</p> <p>Documents can be identified and automatically separated by the batch scanning utility, Laserfiche Quick Fields. Identification conditions are predefined and include the following functionality:</p> <ul style="list-style-type: none"> ▪ Optical character recognition to read printed text as a method of identifying a particular page of a document. ▪ Optical mark recognition to identify checkboxes that have been marked. ▪ Form identification to match a document's format and contents against a template document. ▪ Barcode identification to read barcodes included on separator pages or within the document itself. ▪ Identifying blank separator pages based on image size. ▪ Regular expressions to find a particular pattern of letters, numbers, or other characters within the pages of a document.
DS36	<p>Describe the solution's approach to document output management. Does it have the ability</p>

	<p>to create, edit, and update paragraphs and templates, and to track and audit changes? Does it have the ability to include graphic elements in output documents?</p> <p>Laserfiche can be used to manage the elements that make up documents as described above, but it is not designed to manage the creation and editing of granular components. For these types of applications, a solution that includes integration with content authoring tools – such as Adobe AES – is usually more appropriate.</p>
DS37	<p>Describe the solution's import/export capabilities, including how it imports and exports content into and from the repository, and how it imports content and its metadata. Does the import ability use metadata and help with the import? Does it allow for importing of various file types from various locations in various quantities? Does it allow for import and export of previous versions? Describe the import/export process, including how indexing works and whether folders and content maintain their original structure.</p> <p>Laserfiche provides a number of capture tools designed to process nearly all content types in varying quantities and can bring content in as a new version of an existing document. Import and index capabilities include:</p> <ul style="list-style-type: none"> ▪ Drag and drop functionality to manually bring files (of all formats) and folders into the repository and index them at the point of capture or at a later time. ▪ An integration with Microsoft Office to enable saving and applying metadata directly from an Office application to the repository. ▪ An ad-hoc scanning application with image cleanup and OCR capabilities that can process, route and index documents. ▪ An automated batch scanning utility with powerful image cleanup, OCR, and data extraction capabilities and the ability to auto-index each entry and dynamically route documents based on extracted information. ▪ An online form submission portal, which dynamically routes documents and automates indexing. ▪ Automatic import from monitored network folders. This utility can name and index documents based on an accompanying XML import file. ▪ Printing from external applications directly into the repository as TIFF images and assigning metadata values from the print dialog or at a later time. ▪ Capture, reprocessing, and indexing of documents from iOS and Android devices via the Laserfiche Mobile application. ▪ The Laserfiche SDK, which can be used to develop custom import utilities for

	<p>automated ingestion from external systems.</p> <p>In addition to saving newly imported files as new versions of existing documents, previous versions of documents in the system can be accessed at any time by an authorized user and shared or exported as needed.</p> <p>Documents managed by Laserfiche can be shared in a variety of ways:</p> <ul style="list-style-type: none"> ▪ Document and folder shortcuts can be sent to other users of the system to provide access – with appropriate security rights – while maintaining the central copy of the file or set of files within the system. ▪ Authorized users can export copies of documents from the system for individuals without system access. Electronic documents will be exported in their native format and imaged documents can be exported in a variety of formats, with PDF being the most common. <ul style="list-style-type: none"> ○ Groups of documents can automatically be zipped during e-mail export. ○ Exported PDFs or zipped collections of documents can be password protected. ▪ Segments of the content repository can be published through the web, for access by the general public and/or trusted entities with login credentials. ▪ Segments of the content repository can be published to various storage media –such as a flash drive – along with a Laserfiche viewer. This will maintain folder structure and metadata and include Laserfiche search capabilities.
DS38	<p>Describe the solution's approach to content versioning and how long the versions are kept configurable. The state prefers solutions that support both major and minor versions, <u>and</u> prefers that the number of versions and how long they are kept are configurable.</p> <p>Laserfiche includes robust versioning features that enable users to keep track of all changes to a document. With each change, users can view when the change was made, what was changed, and by whom. Version tracking can be enforced at a system-wide level, or can be selectively enforced for specific types of documents.</p> <p>In the standard system configuration, each version of a document is retained until manually deleted by an authorized user, ensuring that a clear record history is maintained for all documents and allowing user to easily refer to or recover previous content at any time. For automated removal of older versions of a document, a custom script can be used.</p>
DS39	<p>Does the solution keep only the changes in each version or does it keep the entirety of each previous version? The state prefers solutions that keep changes only.</p> <p>When a new version of a document is saved in Laserfiche, the system maintains only the components of the file that have been changed.</p> <p>Changes made to information associated with a file – such as the document name,</p>



	<p>annotations, or metadata values – will be stored as incremental updates within the database.</p> <p>Changes made directly to the content of a file – such as a modification of the text in a Word document – will be stored as a new copy of the file.</p>
Business Need: IMAGE PROCESSING APPLICATIONS	
DS40	<p>Describe the solution's input batching capabilities.</p> <p>The Laserfiche suite includes a high volume, batch scanning utility named Laserfiche Quick Fields, which can automatically:</p> <ul style="list-style-type: none"> ▪ Identify and separate individual documents. ▪ Extract information from document pages. ▪ Name document and apply relevant metadata. ▪ Redact sensitive information on the document. ▪ File documents in their appropriate folders.
DS41	<p>Describe how the solution provides imaging repair capabilities.</p> <p>The scanning interfaces of Laserfiche include numerous image cleanup tools to ensure documents can be read clearly by the OCR engine for text extraction and by the users of the system. Cleanup tools include:</p> <ul style="list-style-type: none"> ▪ Despeckle ▪ Deskew ▪ Noise removal ▪ Auto rotation ▪ Border removal <p>In addition to image clean up at the time of capture, Laserfiche's batch scanning and processing utility, Quick Fields, can be leveraged to reprocess imaged documents that have already been scanned into the system while retaining any existing metadata, version history, records retention schedules, etc.</p>
DS42	<p>Describe how the solution supports visual verification through a verification screen: software that highlights problem fields or characters (i.e., low confidence OCR/ICR) and allows the validation operator to display the entire document, zoom to an image area, pan left or right, etc.</p> <p>Laserfiche's batch capture and processing utility, Quick Fields, can automatically populate metadata and name documents based on text read off the page through Zone OCR.</p> <p>If the accuracy confidence threshold is not met, the metadata field being populated will raise a warning to notify the scanner operator of a potentially erroneous read.</p>



	When the scanner operator selects the field in question, the system can automatically zoom to the corresponding region of the page for fast data verification/correction.
DS43	<p>Describe the recognition engines supported by the solution (intelligent character recognition, optical character recognition, optical mark recognition, forms recognition, barcoding, and so on).</p> <p>Laserfiche supports multiple recognition engines for document processing.</p> <p>Optical Character Recognition (OCR) is bundled with the system and made available through every capture interface.</p> <p>Laserfiche's batch scanning and processing tool also provides additional recognition engines for extracting data, including:</p> <ul style="list-style-type: none"> ▪ Zonal optical character recognition (OCR) to read printed text within a specified region of the page. ▪ Optical mark recognition (OMR) to identify checkboxes that have been marked. ▪ Form identification. ▪ Barcodes. ▪ Regular expressions to find a particular pattern of letters, numbers, or other characters. <p>The solution can then use this data to inform document classification, processing, and filing. Additionally, the system allows "custom processes" to connect to additional recognition engines, such as for intelligent character recognition (ICR).</p>
DS44	<p>Describe the features that enable the solution to scale for high-volume imaging applications.</p> <p>Document imaging and optical character recognition (OCR) are client-side processes, meaning that their resource usage will not impact the performance of the Laserfiche Server. This allows the solution to easily scale in high-volume capture scenarios with the addition of more capture stations.</p> <p>Additionally, Laserfiche includes a Distributed Computing Cluster (DCC) that can be used for OCR—the most resource-intensive part of scanning. With DCC, OCR can be distributed across a number of machines for high speed parallel processing in real-time or programmatically according to a schedule.</p>
DS45	<p>Describe the solution's ability to recognize document separator pages for workflow routing.</p> <p>The Laserfiche solution supports multiple approaches to recognizing the beginning and/or end</p>

	<p>of a document during a multi-document processing session. These approaches include:</p> <ul style="list-style-type: none"> Identifying blank pages based on image size. Optical character recognition to read printed text as a method of identifying a particular page of a document. Regular expressions to find a particular pattern of letters, numbers, or other characters within the pages of a document. Optical mark recognition to identify checkboxes that have been marked. Form identification to match a document's format and contents against a template document. Barcode identification to read barcodes included on separator pages or within the document itself. <p>Once recognized and processed, the document can be smoothly handed off to Laserfiche Workflow for the appropriate routing.</p>
Business Need: INFORMATION ACCESS/SEARCH	
DS46	<p>Does the solution offer thesauruses particularly intended to support the broad array of services supported by government?</p> <p>Laserfiche search includes options to expand on what a user types in order to provide more flexibility in finding content stored within the system. These options include:</p> <ul style="list-style-type: none"> Root word search, to return variations on a word. For example, searching for "fishing" will include results that contain "fish," "fished," or "fishes." Fuzzy search, to return similarly spelled words within a configurable range of similarity. Partial matches, to search on incomplete words. For example, searching for "hi" will include results that contain "this." <p>Thesaurus search is not currently available in Laserfiche.</p>
DS47	<p>Does the solution auto-generate content word search including full text search of OCR'd documents?</p> <p>Laserfiche can auto-generate content word searching including full text search of OCR'd documents. The solution can extract the full text of each document via OCR at the moment of capture or at a later time to allow for content word searching. Extracted text is immediately indexed to make each document full text searchable for all users with access to the document in question.</p>



	Additionally, electronic files that include a text layer – like Word files – can have their text information extracted and indexed for content word searching as well.
Business Need: MOBILITY	
DS48	<p>Describe ability to create mobile apps allowing staff to edit, store, and access records and information stored in the solution.</p> <p>Laserfiche offers Laserfiche Mobile, a mobile application for both iOS and Android devices, to allow users to edit, store, and access content stored within the system in whatever method is most convenient. Through this mobile application, users can perform the following actions:</p> <ul style="list-style-type: none"> ▪ Import documents using local storage or the device camera. ▪ Browse/search for files. ▪ Edit files and their metadata. ▪ Participate in business processes. ▪ View and submit electronic forms. <p>Furthermore, the Laserfiche SDK can be used to create custom mobile applications if desired.</p>
DS49	<p>Describe the ability for administrators to copy and/or irrevocably remove files/folders remotely from mobile devices where synced.</p> <p>In the development of the Laserfiche Mobile application Laserfiche has taken measures to ensure that artifacts of documents stored in Laserfiche are removed from the device when the application is closed or the device's screen is locked.</p> <p>For further control over mobile access to content stored in the Laserfiche system, the client-server nature of the Laserfiche architecture allows administrators to remotely control and revoke access to any content in the Laserfiche system at a variety of different levels. This can be achieved using Laserfiche tools alone or in combination with MDM software if the State desires.</p> <ul style="list-style-type: none"> ▪ A Laserfiche administrator can remotely revoke access to specific files or folders for individual users, sets of users, or all users by modifying access rights or by removing the files from the system. Such an action revokes access to the specified content from any application in real time, including from the Laserfiche Mobile App. ▪ Individual users or sets of users can be denied mobile access to the Laserfiche system, and this can be set or modified by an administrator remotely. ▪ Mobile access to content stored in the system can also be denied on a device-by-device basis, thus restricting where mobile users are and are not allowed to access content from, such as in a BYOD scenario.

	<ul style="list-style-type: none"> ▪ In addition, MDM software can be used by an administrator in conjunction with the options listed above to remotely clear a mobile device's cache, delete any local copies of files that may exist on the device, and even remove the Laserfiche Mobile App itself from a device.
DS49	<p>Describe the solution's ability to support access to content through at least three mobile OS platforms. More points will be awarded to dominant mobile OS platforms in the marketplace, at the time of this writing such as Android, IOS, and Windows.</p> <p>The Laserfiche Mobile App is currently available for iOS and Android platforms, on both smartphones and tablets. In addition, the Laserfiche web interfaces can be accessed via a web browser on any mobile device, allowing full access to the system on Windows mobile devices as well. Support for Laserfiche Mobile on the Windows phone or Windows 10 is in development, and is expected by the end of 2015.</p>
DS50	<p>Does the solution provide an offline capability? If yes, describe how this works.</p> <p>Laserfiche provides multiple solutions for offline access to content stored in the system:</p> <ul style="list-style-type: none"> ▪ Within each of the Laserfiche client applications, check out/check in functionality provides offline capabilities to authorized users. Check out saves a local copy of the file onto the user's machine or device for offline access and editing. Checking out a document will lock the file in the system as read-only for other users. Upon check in the file will be uploaded and saved as a new version and the local copy will be removed. ▪ Offline documents capabilities are also available specifically within the Laserfiche Mobile App. The offline documents section of the Laserfiche Mobile App is accessible to users with the input of a password, but does not require an internet connection.
Business Need: WORKFLOW/BPM	
DS51	<p>Does the solution have the ability to associate electronic (digital) signatures with any file or event that is managed by the solution? Describe the capabilities of the proposed solution to manage digital signatures. If via third-party integration, specify which third-party products the solution supports.</p> <p>Laserfiche provides both native digital signature functionality and third-party electronic or digital signature integrations for any file managed by the solution.</p> <ul style="list-style-type: none"> ▪ Within Laserfiche, digital signatures can be applied to documents and validated to ensure that document contents have not changed since the time of signing. ▪ For externally-verifiable digital signatures, Laserfiche provides an integration with DocuSign, a leading eSignature solution. The native Laserfiche-DocuSign integration allows for documents to be sent to DocuSign for signing by the necessary parties and



	<p>automatically saved from DocuSign into the system as a new version of the document. Signed documents' signatures can be externally verified by DocuSign at any time.</p>
DS52	<p>Describe the solution's approach to workflow performance monitoring, verification/quality control.</p> <p>Laserfiche provides built-in workflow monitoring. Each workflow instance can be monitored for its progress, satisfied conditions and activity duration. Additionally, high level statistics, such as average instance and activity duration are also monitored and presented in a graphical format. This feature allows process owners to analyze the efficiency of a workflow and identify bottlenecks.</p>
DS53	<p>Describe the workflow development tools provided by the solution (library of starter objects, workflow templates, and test environment).</p> <p>Laserfiche provides a set of preconfigured activities to aid in seamless implementation of workflows.</p> <p>A simple graphical user interface is used to configure all elements of a workflow, including the workflow rules and process stages. Steps and actions within a workflow are drawn from a toolbox of activities and arranged sequentially.</p> <p>For any functionality not already offered with the 70+ base activities, custom scripts can be created and called as part of a workflow.</p> <p>The designed workflows can be run inside a testing environment that comes standard with the Laserfiche system.</p>
DS54	<p>Describe the solution's work flow simulation/validation tools.</p> <p>Laserfiche Workflow provides simulation graphics and reporting data when testing or validating workflows. Available metrics in the simulation view include, among others:</p> <ul style="list-style-type: none"> ▪ The duration of activities, tasks, and processes as a whole ▪ Which paths in a branching process were taken ▪ How all relevant conditions were evaluated ▪ Which users have been assigned tasks or have performed tasks <p>All data is easily viewed from within the Workflow interface and allow process creators to effectively troubleshoot, validate, and monitor processes within a development, test or production environment.</p>
DS55	<p>Describe the solution's ability to route documents through a multilevel hierarchy for authorization. Are there limits to the depth of such a hierarchy? Can the level of detail</p>



	<p>included for authorization at each level be modified on an exception basis?</p> <p>The Laserfiche system can handle document authorization in whatever way that best suits the State's business needs, placing no limitations on the depths of an authorization hierarchy or the general complexity of a workflow.</p> <ul style="list-style-type: none"> ▪ Authorizations can occur sequentially or in parallel, and routing can be assigned to individuals or role-based groups dynamically. ▪ Based on the decision made at each authorization step, documents can be routed dynamically or undergo any necessary processing or exception handling. ▪ Each workflow in the system can be designed to function uniquely, handling exceptions and other unique circumstances appropriately for the business process at hand.
DS56	<p>Describe the solution's ability to route content by e-mail and the Web. Describe the process and exactly what is routed — for example, files, indexes, links, and URLs.</p> <p>Laserfiche is designed to make documents and information easily accessible to authorized parties, and the solution provides a variety of web tools to accomplish this. The following are ways Laserfiche is able to route content over the internet:</p> <ul style="list-style-type: none"> ▪ Email notifications can be sent, linking users to documents in Laserfiche via attachments, shortcuts and/or document or e-form URLs. ▪ Laserfiche's web application allows users to access their full repository within a web browser, whether by following a document URL from an email or retrieving content independently. ▪ Laserfiche documents can be made available for public access via the Laserfiche Public Portal. This allows external users to search for, view, and download designated Laserfiche documents. ▪ Online forms can be routed to users for submission or approval as part of a task list within an e-forms login page, or via an email notification with a URL included.
DS57	<p>Describe the solution's ability to trigger workflows when content generated in the MS Office Suite is added to or changed in the solution.</p> <p>Workflows can be triggered by the creation or modification of Microsoft Office files stored in the Laserfiche system, as with any other file type stored in the system. For example, the finalization of a new version of a contract stored in the system could start a workflow to review changes and get approval from the legal department, among many other processes.</p>



Business Need: WEB CONTENT MANAGEMENT

While Laserfiche makes it easy to make content managed within the repository available online, it is not designed to be used as a complete Web Content Management solution. In most cases, Laserfiche can be integrated with and used to support the WCM solution in place.

Tools such as Adobe Experience Manager (AEM) can be integrated with Laserfiche such that Laserfiche manages assets, controls versioning and applies the appropriate record keeping rules while content authoring and editing as well as template creation is handled through Adobe.

DS58	Describe the process of creating Web content. How is content authored?
DS59	Does the solution allow third-party Integrated Development Environments (IDE) to be used for template development and integration? Describe the solution's capabilities.
DS60	Describe the solution's support for in-context (what you see is what you get [WYSIWYG]) editing?
DS61	Describe the solution's event-driven publication capabilities. For example, is it possible to have event-triggered publication of content and/or layouts?
DS62	Can the solution support content in multiple languages? List languages and describe how this is accomplished.
DS63	Can Microsoft Office creation tools be used to submit content directly into the Web content management (WCM) repository?
DS64	Describe how the solution supports multiple versions of the same site using the same Web Content Management instance?
DS65	Does the solution provide multichannel (social media) output capabilities? If so, describe them.
DS66	Can the solution display content targeted at specific user profiles? Can the solution apply personalization rules to elements smaller than pages? If so, describe.
DS67	Describe how content is staged and deployed to the Web. Is a separate deployment engine required? Can the solution upload content from the staging area in bulk or piece by piece in a secure manner?
DS68	Are there syndication options such as RSS? Describe the solution's capabilities.
DS69	Does the solution support authoring and delivery templates? Can the solution produce global and site-specific templates? Describe how they are created, managed and used.



DS70	Is the solution Web Content Accessibility Guidelines 2.0, Section 508, and American Disabilities Act compliant? Describe the solution's capabilities.
DS71	Does the solution allow users within specific business units to control the authoring, editorial and approval cycles of content?
Business Need: SOCIAL CONTENT MANAGEMENT AND COLLABORATION	
DS72	<p>Does the solution enable the creation of online communities? Describe how this is accomplished.</p> <p>Yes, Laserfiche is committed to helping customers create dynamic communities of practice and capture the communities' collective wisdom for inclusion within business processes where appropriate.</p> <p>Laserfiche provides a community-based question and answer system called Social BPM that allows community members to come together in groups, ask and answer questions on various topics, start discussions, and put out announcements. Those discussions can be tied to business processes such that people filling out a form, for example, can get relevant community-sourced assistance directly from the form.</p> <p>An example of this type of dynamic, discussion-driven online community is available at answers.laserfiche.com.</p>
DS73	<p>Does the solution allow for real-time collaboration by integrating with or supporting presence awareness, instant messaging, chat or Web conferencing, screen-sharing or co-editing? Describe how this is accomplished.</p> <p>Laserfiche is currently extending its collaboration functionality and the ability to co-edit content managed within the system is on the current roadmap.</p> <p>Elements of the ability to support presence awareness, instant messaging, chat, web conferencing, etc. are already part of the product where it makes sense. For example, tools used to capture, process and import photographs can extract location information for integration with GIS applications. Files from Laserfiche can be dragged into chats, documents can be shared in web conferences, etc.</p>
DS74	<p>Can people collaborate using wikis, blogs and Atom/RSS feeds in the solution?</p> <p>People can incorporate information managed in Laserfiche into other collaboration tools such as wikis, blogs, etc. because every object in the system is addressable through a unique URL. Additionally, the social collaboration component (Laserfiche Social BPM described above) provides an online collaborative community and users can subscribe to discussion threads via RSS feed.</p>

Appendix F, Price Proposal

Pricing Evaluation (20% Weighting)

Preamble: As this is a new contract we do not have data on spend; however

BASIC ECM PACKAGE

DIRECTIONS: Provide an aggregate price quotation for a basic. DoD 5015 certified ECM solution. RESULTING CONTRACT.

BASIC ECM PACKAGE-Aggregate Pricing for State Master Contract ALL Nonrecurring Costs (Itemize all below)

Include all costs associated with implementing Bidder's basic DoD 5015 certified ECM solution proposed. Basic package modules/features shall include but are not limited to: Open Architecture, Interoperability; Backward Compatibility; Security for Category 3 & 4 Data; Exit Strategy; Restricted User Access; Meta Data Management; Versioning; Format Independence; Format Integrity; Records Management; Retention Schedules, Destruction; Litigation Holds; Redaction; Audit Trail and Defensible Disposition. Agencies will provide their own computing hardware such as servers, networks, and storage. **Undisclosed costs will not be integrated later. Insert lines as necessary.**

Installation

Initial Software Costs

Additional Licensing Costs (per Laserfiche full named user)

Test Environment

Training- 32 hours (includes Training, Travel, Expenses, Shipping up to 28 laptops for on-site, hands on training for up to 28 seats. Agency to provide Training Space)

Training - CPP (Online, per student, 14 courses)

ALL Annual Recurring Costs (Itemize all below)

Include all costs associated with implementing bidders basic solution above. Undisclosed costs will not be honored or integrated later. **Insert lines as necessary.**

Renewals/Maintenance Yearly Total

Per User Full License

Records Management (per user)

Import Agent

5 Year Total Cost of Ownership

List all costs associated with bidder's basic proposed solution above matriculated over 5 years. **Insert lines as necessary. Please note that each cost/item should be the 5 year total cost for that item.**

Year 1 Total Software (line 15, 16, 20, 25)

Year 2 Total Software

Year 3 Total Software

Year 4 Total Software

Year 5 Total Software

DEMONSTRATED COMPREHENSIVE SOLUTION

DIRECTIONS: Provide a price quotation for the software modules (package) QUOTES WILL BE BIDDERS NOT TO EXCEED PRICE ON THE RESULTING CON

DEMONSTRATED COMPREHENSIVE SOLUTION- Aggregate Pricing for State ALL Nonrecurring Costs (Itemize all below)

Include all costs associated with implementing the solution your company will demonstrate. Undisclosed costs will not be honored or integrated later. **Insert lines as necessary.**

Installation

Initial Software Costs

Additional Licensing Costs (per user)

Test Environment

Training- 32 hours (includes Training, Travel, Expenses, Shipping up to 28 laptops for on-site, hands on training for up to 28. Agency to provide Training Space)

Training - CPP (Online, per student, up to 14 courses)

ALL Annual Recurring Costs (Itemize all below)

Include all costs associated with implementing the solution will demonstrate. Undisclosed costs will not be honored or integrated later.

Insert lines as necessary.

Renewals/Maintenance

Laserfiche Rio Full Named User

Laserfiche Records Management per user

Laserfiche Forms per full user

Laserfiche Connector per user

Laserfiche Rio Forms Portal

Laserfiche Quick Fields Complete

Laserfiche Quick Fields Agent

Laserfiche Import Agent

Laserfiche SDK

Laserfiche Scanconnect (per license)

5 Year Total Cost of Ownership

List all costs associated with bidder's proposed solution matriculated over 5 years. **Insert lines as necessary.**

Year 1 Total Solution (Lines 46, 47, 51, 56)

Year 2 Total Solution

Year 3 Total Solution

Year 4 Total Solution

Year 5 Total Solution

For purposes of contract negotiation and agency acquisition please provide

Module or Option

Laserfiche Rio Full Named User

Laserfiche Records Management per user

Laserfiche Forms per full user

Laserfiche Connector per user

Laserfiche Rio Forms Portal

Laserfiche Quick Fields Complete

Laserfiche Quick Fields Agent

Laserfiche Import Agent

Laserfiche SDK

Laserfiche Scanconnect (per license)

Additional Services (Itemize all below)

List all hourly 'not to exceed' prices for additional professional services your firm offers. Add lines as necessary. **These prices will be firm and fixed for the first term of the contract.**

Requirements Gathering

Development (Infrastructure, Implementation, Disaster Recovery Site)

Testing

Training

Deployment

Post-Implementation Support (Not Covered Under LSAP)

Data Migration/Conversion/Customization/Integration

Project Management

Travel

Laserfiche Conference 3 Day Pass (Early Registration) per person

Laserfiche Conference 3 Day Pass (Registration) per person

Other Pricing Information

Licensing Models Available

List all licensing models available with your solution. Proposal pricing per seat shall be inclusive of all costs for successful implementation

Other Licensing Models which may not fit the above.

Laserfiche Public Portal Pilot

Laserfiche Public Portal

Laserfiche Public Portal Dual Processor

Laserfiche Public Portal Multi Processor

What is your company's average install size?

Smallest Installation:

Largest Installation:

Average Installation Size:

er there are more than 60,000 state employees in 100+ agencies, a

ertified ECM package used as a basis for responding to the mandato

**A purchase by an agency for 300 users when the cumulative state
license count is 1-1,000 users (Firm Not to Exceed \$)**

\$	28,952.00
\$	199,500.00
\$	600.00
\$	39,900.00

\$	12,000.00
----	-----------

\$	1,400.00
----	----------

**A purchase by an agency for 300 users when the cumulative state
license count is 1-1,000 users**

\$	39,900.00
\$	120.00
\$	12.00
\$	300.00

**A purchase by an agency for 300 users when the cumulative state
license count is 1-1,000 users**

\$	280,352.00
\$	320,252.00
\$	360,152.00
\$	400,052.00
\$	439,952.00

) that were used as a basis for responding to the mandatory require
TRACT.

Master Contract

**A purchase by an agency for 300 users when the cumulative state
license count is 1-1,000 users**

\$	45,120.00
\$	262,160.00
\$	600.00
\$	52,682.00

\$ 12,000.00

\$ 1,400.00

**A purchase by an agency for 300 users when the cumulative state
license count is 1-1,000 users**

\$	52,682.00
\$	120.00
\$	12.00
\$	12.00
\$	6.00
\$	1,599.00
\$	3,000.00
\$	2,000.00
\$	300.00
\$	750.00

\$	33.00
----	-------

A purchase by an agency for 300 users when the cumulative state license count is 1-1,000 users

\$	371,962.00
\$	424,644.00
\$	477,326.00
\$	530,008.00
\$	582,690.00

Below is a list of all the of the solution's software modules and options

A purchase by an agency for 300 users when the cumulative state license count is 1-1,000 users

\$	600.00
\$	60.00
\$	60.00
\$	30.00
\$	7,995.00
\$	15,000.00
\$	10,000.00
\$	1,500.00
\$	2,500.00
\$	165.00

Hourly/Unit Rate

\$	188.00
\$	188.00
\$	188.00
\$	188.00
\$	188.00
\$	188.00
\$	250.00
\$	188.00
\$	94.00
\$	795.00
\$	995.00

**A purchase by an agency for 300 users when the cumulative state
license count is 1-1,000 users**

\$	25,000.00
\$	45,000.00
\$	50,000.00
\$	75,000.00

10 Users

10,000 Full Users, 90,000 Read Only Users (single system)

100-300 Users

and over 2500 cities, counties, towns and ports in the state

ry requirements in this procurement. COLUMN B QUOTE

A purchase by an agency for 300 users when the
cumulative state license count is 1001-5,000 users

\$	28,952.00
\$	133,500.00
\$	400.00
\$	26,700.00

\$	12,000.00
----	-----------

\$	1,400.00
----	----------

A purchase by an agency for 300 users when the
cumulative state license count is 1001-5,000 users

\$	26,700.00
\$	80.00
\$	8.00
\$	300.00

**A purchase by an agency for 300 users when the
cumulative state license count is 1001-5,000 users**

\$	201,152.00
\$	227,852.00
\$	254,552.00
\$	281,252.00
\$	307,952.00

ments and desirable capabilities in this procurement and

**A purchase by an agency for 300 users when the
cumulative state license count is 1001-5,000 users**

\$	45,120.00
\$	187,160.00
\$	400.00
\$	37,682.00

\$ 12,000.00

\$ 1,400.00

**A purchase by an agency for 300 users when the
cumulative state license count is 1001-5,000 users**

\$	37,682.00
\$	80.00
\$	40.00
\$	40.00
\$	4.00
\$	1,599.00
\$	3,000.00
\$	2,000.00
\$	300.00
\$	750.00

\$	33.00
----	-------

**A purchase by an agency for 300 users when the
cumulative state license count is 1001-5,000 users**

\$	281,962.00
\$	319,644.00
\$	357,326.00
\$	395,008.00
\$	432,690.00

ns at the discounted price used to prepare the ECM pack

**A purchase by an agency for 300 users when the
cumulative state license count is 1001-5,000 users**

\$	400.00
\$	40.00
\$	40.00
\$	20.00
\$	7,995.00
\$	15,000.00
\$	10,000.00
\$	1,500.00
\$	2,500.00
\$	165.00

**A purchase by an agency for 300 users when the
cumulative state license count is 1001-5,000 users**

\$	25,000.00
\$	45,000.00
\$	50,000.00
\$	75,000.00

e of Washington that may use this state master contract.

ES WILL BE BIDDERS NOT TO EXCEED PRICE ON THE

**A purchase by an agency for 300 users when the
cumulative state license count is 5,001-10,000 users**

\$	28,952.00
\$	67,500.00
\$	200.00
\$	13,500.00

\$	12,000.00
----	-----------

\$	1,400.00
----	----------

**A purchase by an agency for 300 users when the
cumulative state license count is 5,001-10,000 users**

\$	13,500.00
\$	40.00
\$	4.00
\$	300.00

**A purchase by an agency for 300 users when the
cumulative state license count is 5,001-10,000 users**

\$	121,952.00
\$	135,452.00
\$	148,952.00
\$	162,452.00
\$	175,952.00

It will be used in the DEMONSTRATION phase. COLUMN B

**A purchase by an agency for 300 users when the
cumulative state license count is 5,001-10,000 users**

\$	45,120.00
\$	112,160.00
\$	200.00
\$	22,682.00

\$	12,000.00
----	-----------

\$	1,400.00
----	----------

**A purchase by an agency for 300 users when the
cumulative state license count is 5,001-10,000 users**

\$	22,682.00
\$	40.00
\$	20.00
\$	20.00
\$	2.00
\$	1,599.00
\$	3,000.00
\$	2,000.00
\$	300.00
\$	750.00

\$	33.00
----	-------

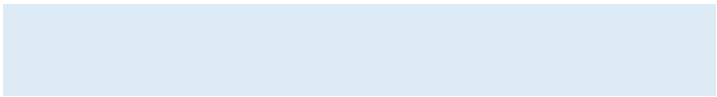
**A purchase by an agency for 300 users when the
cumulative state license count is 5,001-10,000 users**

\$	191,962.00
\$	214,644.00
\$	237,326.00
\$	260,008.00
\$	282,690.00

pages above. Insert lines as necessary.

**A purchase by an agency for 300 users when the
cumulative state license count is 5,001-10,000 users**

\$	200.00
\$	20.00
\$	20.00
\$	10.00
\$	7,995.00
\$	15,000.00
\$	10,000.00
\$	1,500.00
\$	2,500.00
\$	165.00



**A purchase by an agency for 300 users when the
cumulative state license count is 5,001-10,000 users**



\$	25,000.00
\$	45,000.00
\$	50,000.00
\$	75,000.00



Note: Training modules can be determined by agency and user needs.
Single days of training and other training methods are available to meet
the agencies needs and goals.

Note: Users can take any number of courses. 14 is a complete track.
Not all courses required for all users

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Note: Training modules can be determined by agency and user needs.
Single days of training and other training methods are available to meet the agencies needs and goals.

Note: Users can take any number of courses. 14 is a complete track.
Not all courses required for all users

Laserfiche References

State of Alabama, Information Services Department

64 North Union Street, Suite 250, Montgomery, AL 36130

Joey Collier, Customer Account Representative, Joey.Collier@isd.alabama.gov

Buddy Jackson, Customer Relationship Manager, Buddy.Jackson@isd.alabama.gov

Contract information	<p>Dates: 2013 to present, multiple contracts for products and services</p> <p>Products: Laserfiche Rio with Records Management Edition, Forms, Quick Fields and Quick Fields Agent, SDK, WebLink</p> <p>Services: <ul style="list-style-type: none"> ○ System conversion, design, build, and deployment ○ Software installation, configuration ○ User training </p>
Situation	<p>The Information Services Division (ISD) at the State of Alabama is responsible for providing high-value information technology services to all Alabama state agencies. Alabama is the 23rd largest state in the nation and would make the <i>Fortune 500</i> list if government agencies were included.</p> <p>The State of Alabama sought to establish a shared services initiative wherein a standard ECM could be maintained by central IT and implemented in all state agencies in need of a solution. The tool had to be flexible enough to automate a wide variety of processes across diverse groups, and integrate with numerous primary business applications. In 2013, the State of Alabama issued an RFP for a new ECM technology to serve as the state-wide ECM of choice.</p>
Laserfiche Solution	<ul style="list-style-type: none"> • The central IT group selected Laserfiche for its comprehensive ECM functionality and robust technical support. Laserfiche now serves as the standard ECM for state agencies in Alabama, and projects have begun in the Alabama Real Estate Commission and Alabama Department of Mental Health. • Taking a centralized IT project management approach, the Information Services Division at the State of Alabama identified the Alabama Real Estate Commission (AREC) to be the first Laserfiche implementation, due to challenges with its cumbersome legacy document management solution, Keyfile. In just six months, AREC converted 18 file cabinets and 200+ GB of image and document data from Keyfile to Laserfiche, and the group is now looking to streamline the processes that future documents must go through. • ISD is also extending Laserfiche to the Alabama Department of Mental Health to simplify medical records management. That department is integrating Laserfiche with an electronic health records system, CoCentrix, to create a central, searchable repository of back files and future content.
Business Impact	<ul style="list-style-type: none"> • Eliminated redundant spending from overlapping legacy systems and operational costs. • Created a large win that resulted in seven agencies requesting an ECM solution within a year of starting the first project—and the initiative continues to grow.

Olmsted County Information Technology Solutions*151 4th Street SE, Rochester, MN, 55904*Dave Nault, IT Solutions Manager, Nault.David@co.olmsted.mn.us

Contract information	<p>Dates: 2013 to present, multiple contracts for products and services</p> <p>Products: Laserfiche Rio with Records Management Edition, Forms, Quick Fields, SDK, Import Agent</p> <p>Services: <ul style="list-style-type: none"> ○ System integration, design, build, and deployment ○ Software installation, configuration ○ User training </p>
Situation	<p>Olmsted County is located in southeastern Minnesota and serves a population of more than 145,000 with just over 1,000 employees. Its central Information Technology Solutions (ITS) group provides technology support and consultation for all county departments.</p> <p>In December 2012, Olmsted County ITS initiated the Lean Efforts and Automated Processes, or “LEAP,” program in response to the reduced levels of funding and staffing the organization was facing. County-wide acceptance of the LEAP program created a shared services initiative wherein Kaizen methodology was combined with ECM technology to review, redesign, and automate service processes. In 2013, Olmsted County issued an RFP for a new ECM technology to serve as the standard for the County’s LEAP program.</p>
Laserfiche Solution	<ul style="list-style-type: none"> • Olmsted County selected Laserfiche for its user friendliness, comprehensive ECM functionality (e.g., electronic forms, business process automation, records management, and integration capability) and robust technical support. The solution is now used across many departments, including Community Services and the County Attorney’s Office. • Olmsted County selected the Community Services as the first department for process redesign due to increasing medical assistance caseloads. The resulting solution included an integration with case management software, which is the primary user interface, and Laserfiche serves as the content repository and records management system on the back end. • ITS identified the County Attorney’s manual litigation hold process as prime for automation, as well. The process now begins with an electronic form, which details which content should be held. Then, Laserfiche Workflow automatically creates a folder structure for the legal hold, notifies relevant stakeholders of action items via email, and sets retention periods by case type.
Business Impact	<ul style="list-style-type: none"> • Projected \$10 million in annual savings by using ECM to facilitate business processes across the county. • Increased Community Services caseload capacity by 22%, resulting in \$1.5 million in savings over five years. Reduced time spent processing legal holds by 70% and legal hold process costs by 30%.

Texas A&M University*2162 Texas A&M University, College Station, TX, 77843*Judith Lewis, Ph.D., Sr. IT Manager, j-lewis@tamu.edu

Contract information	<p>Dates: 2004 to present, multiple contracts for products and services</p> <p>Products: Laserfiche Rio with Records Management Edition, Laserfiche Forms, Laserfiche Quick Fields, Laserfiche SDK, Laserfiche Import Agent</p> <p>Services: <ul style="list-style-type: none"> ○ System integration, design, build, and deployment ○ Software installation, configuration ○ User training </p>
Situation	<p>The Texas A&M University System (TAMU) is one of the largest systems of higher education in the United States with a network comprising 12 university campuses, seven state agencies, and a comprehensive health science center.</p> <p>TAMU educates more than 131,000 students, employs 24,000 faculty and staff, and reaches another 22 million people through service each year. The system has a physical presence in 250 of the state's 254 counties. In 2012, the system's externally funded research expenditures exceeded \$820 million to help drive the state's economy.</p>
Laserfiche Solution	<ul style="list-style-type: none"> • Laserfiche was initially adopted by multiple TAMU departments. Four years ago, in pursuit of an efficient ECM shared service model, a steering committee conducted an in-depth review of ECM solutions. Laserfiche was recommended to be the system's ECM solution due to its user friendliness, scanner versatility, and the robust records retention capabilities. • Today, Laserfiche ECM is being used across 30 departments and divisions, from Accounts Payable, HR, and Contract Management to Athletics Department, Student Activities and Transportation, to cut down on operational costs. More than 2,500 staff members were empowered with the secure and accurate information needed to make timely decisions and provide better services to the students and faculty. • The file structure within Laserfiche mirrors the TAMU records retention schedule, which provides a user friendly interface and encourages buy-in from all departments involved. Security groups were also set up in order to determine what level of folder structure a user would need. • Laserfiche allows colleges, centers, and research departments to share documents freely.
Business Impact	<ul style="list-style-type: none"> • Standardized the handling of records and ensured that all documents were securely stored and followed a predefined retention policy. • Enhanced overall efficiency of organization by improving information accessibility between the main administration and regional offices.

Subcontractor References: Copiers Northwest References

US Naval Hospital Bremerton

Boone Road Building HP01 (Laboratory Code 051), Bremerton WA 98311

Roger Smith, PACS Administrator, Roger.Smith@med.navy.mil

Contract information Dates: 2012 to present, multiple contracts for products and services

 Products: Laserfiche Rio with Computing Cluster, Public Portal, Laserfiche Import Agent, Laserfiche Mobile

 Services: ○ System, design, build, and deployment

 ○ Software installation, configuration

 ○ User training

Situation The US Naval Hospital in Bremerton, WA, is the premier military treatment facility for quality, access and customer service. The Hospital supports military personnel—past and present—and their families by providing exceptional care anytime and anywhere. It is shaping military medicine through training, research and graduate medical education while preparing U.S. forces for deployment.

In pursuit of an enterprise-wide paperless system, the Hospital determined ECM was an ideal tool to eliminate volumes of paper throughout the buildings and provide quick access to the documents for a wide range of individuals.

Laserfiche Solution • The ER Department scans its transaction logs daily. These logs are reviewed by Coding staff and other ER staff for recoding proper codes for billing.

 • Large volumes of paper have been eliminated after converting patient records to electronic files.

 • The Hospital needs to continually verify certifications of employees. Laserfiche offers an easy way to store and retrieve these records while reducing costs for compliance checks requiring fast turnaround.

Business Impact • Over 36,000 patient records are easily accessed and managed.

 • Created a disaster recovery plan that did not previously exist.

 • Enhanced overall Hospital services and experiences by improving information accessibility and streamlining administrative processes.

 • Established an enterprise system when multiple departments requested the same ECM service and solution.

Qualitel

11831 Beverly Park Road, Building A, Everett WA 98311

James Welch, IT Lead, James.Welch@qualitelcorp.com

Sean Craig, IT Lead, Sean.Craig@qualitelcorp.com

Contract information	Dates:	2012 to present, multiple contracts for products and services
	Products:	Laserfiche Avante with Web Access, Import Agent, Quick Fields, Barcode and Validation, Advanced Audit Trail, Digital Signatures, Laserfiche Mobile
	Services:	<ul style="list-style-type: none">○ System design, build, and deployment○ Software installation, configuration○ User training
Situation	<p>Located in Everett, WA, Qualitel provides customers with mission critical electronic products. It is known for its reliability, engineering, NPI and advanced manufacturing services. Qualitel serves the aerospace, medical, and industrial/military markets with registrations in AS9100 Rev C, ISO13485, and ISO9000.</p> <p>Qualitel was seeking to convert medical device hard copy files to electronic files. This includes scanning and indexing of the files and importing them into the document management solution, Laserfiche.</p>	
Laserfiche Solution	<ul style="list-style-type: none">• Qualitel to scanned and indexed nearly half a million pages electronically for quick retrieval.• A workflow process for records management was created.• Laserfiche enabled document validation for stronger information security.	
Business Impact	<ul style="list-style-type: none">• Over 500,000 records are stored in the Laserfiche repository• Ensured records management compliance according to multiple regulations while balancing accessibility and security.• Enhanced overall services and experiences by improving information accessibility and streamlining administrative processes.• Established an enterprise system when multiple departments requested the same ECM service and solution.	

Oak Harbor Freight Lines*1339 West Valley Hwy North, PO Box 1469, Auburn WA 98071*Robert Rosales, Sr. IT Manager, Robert.Rosales@oakh.comKailee Jensen, IT Project Manager, Kailee.Jensen@oakh.comJackie Knox, HR Manager, Jackie.Knox@oakh.com

Contract information	<p>Dates: 2014 to present, multiple contracts for products and services</p> <p>Products: Laserfiche Rio with Web Access, Import Agent, Laserfiche Mobile</p> <p>Services: <ul style="list-style-type: none"> ○ System design, build, and deployment ○ Software installation, configuration ○ User training </p>
Situation	<p>Located in Auburn, WA, Oak Harbor Freight Lines is a highly respected regional LTL carrier serving points throughout the States of California, Idaho, Nevada, Oregon and Washington. Oak Harbor has established itself as a leading premium service carrier in the west, providing consistent high quality services at competitive prices. It currently has 35 terminals, 1300+ employees and annual revenues over \$160 million.</p> <p>Oak Harbor was seeking to migrate from an older document management system and enhance its current workflows. Employees were manually indexing scanned documents and Oak Harbor wanted to automate the process with zonal OCR with Laserfiche.</p>
Laserfiche Solution	<ul style="list-style-type: none"> • All records from its legacy document management system were migrated to Laserfiche with metadata for easy search and retrieval. • Oak Harbor created a new workflow process for records on an ongoing basis. This included automatic zone OCR with indexing. • Created folders for easy document scanning that enables automatic filing into Laserfiche.
Business Impact	<ul style="list-style-type: none"> • Automated workflow with multiple document types. • Ensured easy retrieval of documents based on indexing that did not exist before. • Enhanced overall services and experiences by improving information accessibility and streamlining administrative processes. • Established an enterprise system when multiple departments requested the same ECM service and solution.

Subcontractor References: VPCI + Cities Digital

Washington State Education Commission:

Higher Education Coordinating Board (HECB)

19 Lakeridge Way SW, Olympia, WA 98504

Kim Porter, Records and Project Manager, kimb@hecb.wa.gov

Shakib Kamal, Technical Manager, shakibk@hecb.wa.gov

Contract information	<p>Dates: 2010 to present, multiple contracts for products and services</p> <p>Products: Laserfiche Rio with Records Management Edition, Laserfiche Forms, Laserfiche Quick Fields, Laserfiche SDK, Laserfiche ScanConnect</p> <p>Services: <ul style="list-style-type: none"> ○ System design, build, and deployment ○ Software installation, configuration ○ User training ○ Initial and continued project management </p>
Situation	<p>Paper applications received by mail, in person or from a bank were scanned into Washington State education Commission's legacy document management system and then stapled together in a batch with a cover sheet. The batch was passed to the records coordinator, who would create records in the Banner Student Information System for each application.</p> <p>If there was an issue with even one application in the batch, such as the necessity to verify residency, the whole batch would be put on hold until the issue was resolved. In the example of residency verification, that could result in a 60-day delay.</p>
Laserfiche Solution	<ul style="list-style-type: none"> • Cities Digital worked with HECB to successfully implement a tailored, efficient Laserfiche solution to streamline the processing of 1,500 applications a year. • Cities Digital assisted the Washington State Education Commission to expand Laserfiche to its Financial Aid and Guaranteed Education Commission divisions since the initial implementation. • HECB also has extensive plans to integrate Laserfiche with its website using the comprehensive Toolkit and API from Laserfiche.
Business Impact	<ul style="list-style-type: none"> • Increased compliance with retention schedules through implementation of transparent records management. • Student information is now completely secure since applications are stored in Laserfiche and not in piles on employees' desks. • Decreased wait time for application processing. • An application is no longer held up just because another application in the batch had a problem. • Customer service has improved. An applicant can obtain the status of the application right over the phone because information stored in Laserfiche is instantly and easily available to authorized employees.

Skagit County, WA*1700 East College Way, Mount Vernon, WA 98273*Mike Almvig, IT Director, mikea@co.skagit.wa.us

Contract information	Dates:	2013 to present, multiple contracts for products and services
	Products:	Laserfiche Rio with Records Management Edition, Laserfiche Forms, Laserfiche Quick Fields, Laserfiche SDK, Laserfiche Import Agent
	Services:	<ul style="list-style-type: none">○ System design, build, and deployment○ Software installation, configuration○ User training○ Integrations
Situation	Skagit County wished to upgrade its Laserfiche system to enable workflow automation and greater integrative capabilities with its core business systems.	
Laserfiche Solution	<ul style="list-style-type: none">• The Laserfiche upgrade included expansion of several integrations and existing functionality to automate records management and upload to the State Archives.• Part of the upgrade project included the implementation of Laserfiche in the Superior Court Clerk's department, which included converting millions of documents from the County's previous document management system.• VPCI + Cities Digital worked with Skagit County to convert to the new Laserfiche Rio platform, implement and train users to use new functionality, and implement Laserfiche in the Clerk's office.	
Business Impact	<ul style="list-style-type: none">• Laserfiche Workflow automated filing tasks and approval processes that previously required manual involvement.• Increased the Clerk's office information security control with Laserfiche Security Tags.• Automated record retention schedules to ensure records compliance.	

Thurston County, WA*2000 Lakeridge Drive SW, Olympia, WA 98502*Brian Ferris, IT Manager, ferrisb@co.thurston.wa.us

Contract information	<p>Dates: 2007 to present, multiple contracts for products and services</p> <p>Products: Laserfiche United with Records Management, Audit Trail, Workflow, Web Access and , Laserfiche Quick Fields, Laserfiche Quick Fields Agent, Laserfiche SDK, Laserfiche Import Agent, Laserfiche Weblink Public Portal, Laserfiche Plus Plug-in</p> <p>Services: <ul style="list-style-type: none"> ○ System design, build, and deployment ○ Software installation, configuration ○ User training ○ Integrations: Amanda, Damion, AutoOCR, Digital Signature Kit </p>
Situation	<p>In 2006, Thurston County's imaging committee members were tasked with finding an enterprise solution that can manage the increasing volume of physical records.</p> <p>The County's goal was to meet current and anticipated business requirements for 10-15 years, promote efficiency of county operations, save the time and costs of filling public record requests, as well as to save storage space.</p> <p>The solution would have to allow for decentralized use for all levels of staff through easy desktop access, as well as the ability to integrate primary business applications with the system—all while providing multi-level security features.</p>
Laserfiche Solution	<ul style="list-style-type: none"> • Laserfiche's record management module is used in several departments including the sheriff's office, payroll, finance and central services contracts departments to facilitate records retention. • The County is currently working with VPCI + Cities Digital to plan implementations for use with Permitting, as well as many other points of integration and functionality extensions through the Laserfiche SDK, Laserfiche Connector, SharePoint and/or Laserfiche scripting.
Business Impact	<ul style="list-style-type: none"> • Reduced payroll benefits processing time for verifying retirement times to instant retrieval. • Eliminated the need to shift voluminous paper files from the jail to courthouse every day.

Subcontractor References: MCCi

Georgia Department of Community Health

2 Peachtree Street NW, Atlanta, GA 30303

Mary Boltwood, Senior Applications Developer, mboltwood@dch.ga.gov

Contract information	<p>Dates: 2004 to present, multiple contracts for products and services</p> <p>Products: Laserfiche Rio with Records Management Edition, Laserfiche Forms, Laserfiche Quick Fields, Laserfiche SDK, Laserfiche Import Agent</p> <p>Services: <ul style="list-style-type: none"> ○ System design, build, and deployment ○ Software installation, configuration ○ User training ○ Continual business process automation configuration services </p>
Situation	<p>In 2004, The Georgia Department of Community Health issued an RFP for a new ECM technology. MCCi won the contract and has continued the relationship since 2004.</p>
Laserfiche Solution	<ul style="list-style-type: none"> • In 2004, Laserfiche was implemented as the Document Imaging/Management solution. Since then, the agency has grown with the product and has extended the functionality to assist with records retention, e-forms and business process automation. • Multiple divisions (over 500 users) are actively using Laserfiche to store records electronically and to improve internal efficiencies through the use of Laserfiche Workflow and Laserfiche Forms technology.
Business Impact	<ul style="list-style-type: none"> • Saved hundreds of thousands of dollars annually by using Laserfiche to improve the state employee/retiree health benefits enrollment and re-enrollment process. • Replaced legacy case management system to reduce costs while improving efficiency of HR, legal, administration, IT and other core business units that regulate medical facilities and professionals in Georgia.

Kennewick School District #17, WA*1000 West 4th Avenue, Kennewick, WA 99336*Beth Lee, Supervisor, Beth.Lee@ksd.org

Contract information	Dates:	2009 to present, multiple contracts for products and services
	Products:	Laserfiche Avante, Laserfiche Forms, and Laserfiche Mobile
	Services:	○ System design, build, and deployment
		○ Software installation, configuration
		○ User training
Situation	In 2009, Kennewick School District purchased Laserfiche to be used as a general document management platform.	
Laserfiche Solution	<ul style="list-style-type: none">• In 2009, Laserfiche was implemented as the document imaging/management solution. Since then, the Laserfiche has grown with the organization and has extended the functionality to assist with e-forms and business process automation in various departments.• Multiple divisions (over 60 users) are actively using Laserfiche to store records electronically and to improve internal efficiencies through the use of Laserfiche Workflow and Laserfiche Forms technology.	
Business Impact	<ul style="list-style-type: none">• Achieved greater efficiency and reduced spending by automating internal business tasks.	

Justice Administration Commission, State of Florida*227 N Bronough St 2nd Floor Suite 2100, Tallahassee FL, 32301*Rip Colvin, Executive Director, Rip.Colvin@justiceadmin.org

Contract information	Dates:	2011 to present, multiple contracts for products and services
	Products:	Laserfiche Avante with Records Management Edition, Laserfiche Forms, Laserfiche Quick Fields, Laserfiche SDK, and Laserfiche Import Agent
	Services:	<ul style="list-style-type: none">○ System design, build, and deployment○ Software installation, configuration○ User training
Situation	In 2011, the Justice Administration Commission contracted with MCCi to implement a new Laserfiche ECM solution.	
Laserfiche Solution	<ul style="list-style-type: none">• In 2011, Laserfiche was implemented as the ECM solution. Since then, Laserfiche has grown with the agency and has extended the functionality to assist with records retention, e-forms and business process automation.• Multiple divisions (over 90 users) are actively using Laserfiche to store records electronically and to improve internal efficiencies through the use of Laserfiche Workflow and Laserfiche Forms technology.	
Business Impact	<ul style="list-style-type: none">• Laserfiche augmented and streamlined the accounts payable function of the Justice Administration Commission.	

Subcontractor References: FreeDoc

King County Library Systems

Kelly Iverson, kiverson@kcls.org

Executive Summary

King County Library is the largest library in the western United States, second only to the New York City Library. In 2004, King County voters passed a \$180 million bond to renovate the current library facilities and build new libraries.

Renovations required sharing historical engineering reference materials with project managers, outside architects, and general contractors. The library wanted to avoid the investment for additional staff and equipment to create and supply copies of as-built design drawings and plotmaps stored on 26,000 physical sheets of oversize paper.

Managing and supplying access to records from an electronic document management system would allow efficient sharing of records with third-party agencies in less time, at less expense and create a best practice going forward. The configuration would require open Microsoft Office integration and high-speed, intra-city availability.

Solution

In 2006, King County Library selected FRIX Technologies LLC d/b/a FreeDoc® to provide a comprehensive solution of document management software, databases, security policies, with testing and roll-out to the users.

In 2014, KCLS outsourced the physical hosting of hardware, software, image, and data. FreeDoc was chosen to provide secure, private-cloud hosting with encrypted, off-site back-up, as well as network and system administration of the image file server and SQL data server.

Technical Environment

- 18 named users of document management software
- Image File Server (DEDICATED) - Image file repository
- SQL Data Server (DEDICATED) - Image index metadata

Performance

Installation was done in one day, followed by group and individual training. Records conversion with page by page, title block indexing was finished in eight weeks.

FreeDoc provided the client's IT Staff with

- Hardware specifications to source and stage the servers within their data center
- Installed and configured software
- Connected the databases
- Established security policies
- Rolled the application out.

The client provided network administration, while FreeDoc provided system administration. From December 2006 to the time of this writing, FreeDoc has maintained operational support without any unscheduled unavailability.

Daimler Trucks North America

Marcia Leake, Marcia.Leake@daimler.com

Executive Summary

Daimler Trucks North America is a global manufacturer of heavy trucks marketed under Freightliner, Western Star, Detroit Diesel, and Thomasville Bus. It holds 60% share of the North American market for heavy trucks. Financial, legal, and contractual documentation were managed traditionally as 2.6 million pages of paper records in the Portland, OR, office. Metadata specific to the records was maintained in DB2 and MS SQL databases with daily updates.

One entire operating division of the company was relocating to the opposite seaboard. The division's access to the records was required. In addition, expense avoidance to physically supply or copy the files was vital. Virtual replication of records offered a method that is able to meet business and regulatory requirements. Private cloud hosting with secure image file storage would deliver this capability, with files scanned and securely managed by an electronic document management system.

Solution

In 2007, Daimler selected FRIX Technologies LLC d/b/a FreeDoc® to configure a hosted electronic document management system, including an encrypted infrastructure of hardware, software, and system administration. Index metadata matching the parent databases was to update daily.

In 2012, Daimler added a new operating division as part of an expansion under a five-year agreement, with the addition of Human Resource, Personnel, Payroll and Benefit documentation for its 22,000 North American employees.

Technical Environment

- 72 named users of document management software.
- On-demand SaaS (Software as a Service) on fully hosted servers, within Equinix IBX data centers, in Chicago, IL, with monitoring by Deloitte Touche. Documents and metadata are encrypted at rest; metadata is updated daily.

Performance

FreeDoc configured the filing structure and database security and trained users. Conversion of 2.6 million pages of historical records was performed with automated procedures using keyless data entry of document index values. Configuration was completed in five months and conversion of the historical records in three months.

To accommodate daily updates made to the client's enterprise DB2 and SQL Systems, FreeDoc configured a "lights out" process to re-index the electronic library and match daily updates to the enterprise databases.

Technical and administrative support is provided by FreeDoc. From June 2007 to the time of this writing, FreeDoc has maintained operational support without any unscheduled downtime.

Western Conference Teamsters Pension Trust Fund

Chuck Geyer, cgeyer@nwadmin.com

Executive Summary

The Western Conference Teamsters Pension Trust Fund receives three million benefit and retirement documents annually through its four west coast offices, all of which are sent to a third-party administrator (TPA) in Seattle for final processing.

Each day, the TPA also receives 400 records requests. There was a great need to improve efficiency and reduce operating expense for the capture and supply of records.

Using a multi-state competitive bid process, the client sought a technical solution provider to deliver the following requirements:

1. Install multi-state, day-forward document scanning solution with intelligent data extraction and workflow. Acquiring documents at the branch level, these would electronically “push” to Seattle for data extraction. Indexing would be validated against SQL rules, with final release into the client’s ORACLE repository.
2. Source mirrored enterprise document management systems (DMS) in Washington and California.
3. Digitally convert and index 45 million frames of microfilm for upload to the DMS.

Solution

In 2009, the Western Conference Teamster Pension Trust Fund selected FRIX Technologies LLC *d/b/a* FreeDoc®. Operating efficiencies are up, with net reduction of operating expense estimated at \$1.6 million per year.

Technical Environment

- 88 named users of document management software
- Six concurrent user licenses for three million pages – Kofax Capture Enterprise
- Four Kodak i1420 scanners for branch level scanning and capture
- Two mirrored, Image File Servers (DEDICATED) – Image file repository
- Two mirrored, SQL Data Server (DEDICATED) – Image index structure
- Two mirrored, network attached storage devices (DEDICATED) – 30TB RAID6

Performance

FreeDoc supplied the client with specifications to source hardware; staged the servers and workstations; built the RAID; and loaded the VMware, guest OSs, SQL, and document management and scanning software at its own facility. Installation at the client’s offices and group and individual training followed.

FreeDoc performed scripting for custom data extraction during scanning. Scripting of individual record series and conversion of 45 million frames of microfilm were each completed in thirty months. The client provides network administration and shares system administration with FreeDoc. From December 2009 to January 2015, FreeDoc has performed software maintenance without any unplanned downtime.

Subcontractor References: Fisher's Technology

Ada County Sheriff's Office

7200 Barrister Drive Boise, Idaho 83704

Travis Curtis, Business Systems, tcurtis@adaweb.net

Contract information

Products: Laserfiche Rio with Records Management Edition, Laserfiche Forms, Laserfiche Quick Fields Classify, Laserfiche SDK, Laserfiche Import Agent

Situation

Located in Boise, Idaho, Ada County Sheriff's Office is the largest local law enforcement agency in Idaho with 655 employees. This includes 315 commissioned deputies and 323 professional staffers.

Ada County has been actively utilizing the Laserfiche solution for nearly ten years and Fisher's Technology has been successfully maintaining the support and expansion responsibilities for this account for over 4 years, including a recent RFP award for a large Laserfiche upgrade.

Idaho State Bar

525 W Jefferson Boise, Idaho 83702

Annette Strauser, astraus@isb.idaho.gov

**Contract
information**

Products: Laserfiche Avante, Laserfiche Zone OCR and Validation, Laserfiche Quick Fields, Laserfiche Web/Mobile, Laserfiche Import Agent

Situation

Idaho State Bar is a self-governing state agency of Idaho and operates under power and authority of the Idaho Supreme Court and under the statutory authority of the Legislature.

Idaho State Bar has been a highly satisfied Laserfiche client of Fisher's Technology for over four years. The agency will continue to expand Laserfiche throughout the organization with custom workflow design/development and business process re-engineering.

Eagle Eye Production

1095 North Woodruff Ave Idaho Falls, Idaho 83401 (208) 656-7336

William Reeder, Director-IT, william@eagleeyeproduce.com

**Contract
information**

Products: Laserfiche Avante, Laserfiche Forms, Authenticated Participants,
Laserfiche Quick Fields w/Zone OCR, Laserfiche Mobile

Situation

Eagle Eye is headquartered in the heart of potato country and grows fresh produce and fruit on over 25,000 acres across Idaho, Mexico and most of the western United States.

Eagle Eye has been actively deploying Laserfiche within their organization for over five years. Fisher's Technology has become a trusted advisor in the collaboration and design of many electronic forms and workflow processes within Eagle Eye's various divisions to streamline business operations and control expense.

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- A. Description of the Software. Laserfiche Software may include, without limitation express or implied, some or all of the following types of software: (a) "Server Software" that provides document management services to other programs; (b) "Client Software" that allows a computer or workstation to access or utilize the services provided by the Server Software; (c) "Stand-alone Software" that operates on a single computer; (d) "Demonstration Software" that is provided only for demonstration, testing and feedback purposes; (e) "Distributed Computing Cluster Software" that allows distribution of processing work for certain Laserfiche application tasks onto other machines; and/or (f) "Plug-in Software Modules" that can be added to the previously mentioned Software packages. If a separate, express license applies to particular Laserfiche software, such as terms that accompany a software development kit or Laserfiche software designated for "application service provider" purposes, those terms will also apply. Otherwise,

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- iv. If a License File includes an item labeled as "databases" (also known as repositories), the Server Software may only host the number of databases listed in the License File, unless Licensee is acquiring a license to a Laserfiche Rio product. If Laserfiche Rio is being licensed, each running copy of the Server Software may host up to the number of databases listed in the License File.
- v. If a License File indicates that the Software includes "named user connections," Licensee

may allocate the named user connections to specific individuals or devices in its discretion. When a named user connection is allocated to a specific individual person's Laserfiche or external directory account, that individual may not share the use of that named user connection by sharing the use of the account with others. When a named user connection is allocated to a device, the connection may only be used from that device, and various individuals may share the use of that device so long as only one individual is accessing the Server Software from that device at a time. There are two principal types of named user connections: first, a named user connection capable of modifying a database governed by the Server (referred to as a "Named Full User" connection and listed in the License File as "NamedUserLimit" or "ReadWriteNamedObjectLimit"); and, second, a named user connection capable of only read-only access (referred to as a "Named Retrieval User" connection and listed in the License File as "named read-only objects" or "ReadOnlyNamedObjectLimit"). A third type of named user connection is available on a limited basis, which has all of the capabilities of a Named Retrieval User connection, plus a limited set of additional read-write capabilities, which are listed in the License File. This third type of connection is referred to as "Restricted Named User" connection and is listed in the License File as "RestrictedNamedUserLimit," and it has the additional capabilities listed in the License File in a section called "RestrictedUserFeatures." Only the maximum number of each type of named user connection listed in the applicable License File may be allocated to individuals or devices. Named user connections may not be routinely reallocated for the purpose of reducing the number of named user connections required.

- vi. If a License File indicates that the Software includes "concurrent user connections," the concurrent user connections may be shared among individuals. There are two types of concurrent user connections: concurrent user connections capable of modifying a database governed by the Server (referred to as "Full User" connections and listed in the License File as "read-write users") and concurrent user connections capable of only read-only access (referred to as "Retrieval" connections and listed in the License File as "read-only users"). Once the maximum number of read-write or read-only concurrent user connections specified in the applicable License File is reached, no additional user connections of that type may be made, until some user connections of that type are closed. Individuals who require write access in the course of their work must use a Full User connection at all times; thus, individuals assigned to use a Full User connection may not use a Retrieval connection to perform read-only tasks which do not require a Full User connection. Hardware or software may not be used to reduce the number of concurrent user connections required for individuals to access or otherwise utilize Server services (sometimes called "multiplexing").
- vii. If a License File indicates that the Software lists a maximum number of "Public Portal connections" (listed as "read-only public portals"), which are intended to allow members of the public (referred to as "Public Users") read-only access to the Server Software only using a Laserfiche application known as WebLink, then once the maximum number of Public Portal connections specified in the License File is reached, no additional Public Portal connections may be made until some Public Portal connections are closed. If the License File lists a maximum number of CPU sockets that may be utilized to support Public Portal access (listed as "read-only CPU limit"), then Public Portal connections may be made only if the physical or virtual machine on which the Server Software is running has the listed number of CPUs or fewer. If neither a maximum number of Public Portal connections nor a maximum number of CPUs for Public Portal access is listed in the applicable License File, then no Public Portal connections may be made. If the Software is licensed with the Web Distribution Portal (listed as "SecurityProfiles=1" in the License File), all connections through WebLink will have the same security profile.
- viii. Licensee may not install a version of the Server Software later than the version listed in the

- applicable License File.
- ix. If a License File lists an expiration date, the Software referenced in the License File may not be run after that date.
 - x. If a License File specifies one or more languages, then the Laserfiche user interface may only be run in those specified languages.
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What Your Laserfiche Software Assurance Plan Provides to You. Your Laserfiche Software Assurance Plan is designed to provide you with the software care and assistance you need to service and maintain your Laserfiche system and to provide you with the updates and "fixes" needed to keep your Laserfiche Software up and running. To accomplish these goals, the Laserfiche Software Assurance Plan provides the following benefits:

- Hotline support and assistance to help you solve software problems promptly. Laserfiche technicians are trained to solve your problems by phone or email. By purchasing the Laserfiche Software Assurance Plan, you will be able to handle most, if not all, of the questions and any problems that may arise regarding operation of the software.
- Feature enhancements to deliver increased productivity. From time to time, Laserfiche adds features and performance enhancements to an existing version of its software, which are known as "updates." Updates are enhancements to existing features, which are designed to improve performance and correct any problems discovered in the current version of your Laserfiche Software. LSAP subscribers receive all updates without charge. By way of example, under the LSAP there is no software charge for an update of Laserfiche 8.3 to Laserfiche 9.0 or from Laserfiche 9.02 to Laserfiche 9.1, though services required to implement the update will entail additional charges.
- 100% credit toward the purchase of new versions of Laserfiche. Laserfiche periodically publishes new product suites of its Software, which bundle new and exciting features not previously included in the subscriber's existing product suite and make significant improvements in system design and architecture, all of which combine to improve performance and capability. Because of the many new features and performance enhancements, the new Laserfiche product suite may be priced higher than the subscriber's existing one. If an LSAP subscriber

elects to replace its existing Laserfiche Software with a new Laserfiche product suite, the subscriber is entitled to credit 100% of the purchase price of its existing Laserfiche Software toward the purchase of the new Laserfiche product suite. Examples of new product suites would include a subscriber's transition from Laserfiche Team to Laserfiche Avante, or from Laserfiche Avante to Laserfiche Rio. Naturally, Laserfiche can only credit the price the LSAP subscriber actually paid for its current Laserfiche Software against the new product suite. Laserfiche does not credit the subscriber's annual LSAP payments or other interim purchases it may have paid for installation, training, upgrades, ancillary programs, additional professional services or consulting.

- 24-hour FTP and web access to drivers and update files. LSAP subscribers receive free 24-hour FTP access to each new Laserfiche release, as well as updated drivers. By installing all updates and upgrades for your Laserfiche Software, you are assured the best possible performance. The Laserfiche Website also contains more support information and answers to frequently-asked questions.
- Online Support Resources. Your staff receives access to the Laserfiche Answers Site, www.answers.laserfiche.com, where they'll find the detailed technical information that helps them optimize system performance and maximize uptime, as well as integrate your document repository with your organization's other line-of-business applications.
- The latest hotfixes, updates and patches. These critical items ensure that your Laserfiche system continues to operate at peak efficiency.
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- Monthly newsletters and technical updates to keep you current on the latest system and records developments. LSAP subscribers receive monthly newsletters and technical bulletins to keep you informed on how to maximize the benefits of your Laserfiche Software.

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- Prepare for the call. You should be prepared to describe any hardware on which your Laserfiche Software is installed, including the manufacturer's model numbers.
- Explain your problem clearly. Let us know exactly what the error was; what you were doing immediately before the error occurred; whether by repeating the steps leading to the error, you encounter the same problem; the exact wording of any error message; and what efforts you have already taken to solve the problem.
- Hours of support. The Laserfiche Helpdesk is available on Monday through Friday from 6 AM to 6 PM Pacific Time. Online chat support is available from Sunday at 6 PM Pacific Time through Friday at 6 PM Pacific Time (except on weekdays between 2 AM and 6 AM Pacific Time). Access to Laserfiche's knowledgebase articles, software downloads and the support forum is available 24/7.
- Service Levels. With basic support, the Laserfiche helpdesk promises a 4-hour response time, although more than 90% of calls during normal business hours are answered live, and most issues are resolved on the first call. All support cases are logged in a case management system, assigned a unique case number and categorized according to severity and priority. Customers are able to subscribe to cases so that they are kept abreast of all work being done. The escalation path for support cases is Helpdesk -> Technical Engineer (frequently an engineer who originally worked on the project) -> Laserfiche Technical Support -> Laserfiche QA -> Laserfiche Development. There is a dedicated escalation team that manages cases through the escalation process and tracks all communications with the subscriber.
- VIP Services. LSAP includes support for Laserfiche Software, but not support for configurations, integrations or customizations. Any additional services that are not already covered by your LSAP will be billed at Laserfiche's customary professional services rates.

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Assignment. Laserfiche reserves the right to assign its obligations to perform the terms and conditions of this Agreement to a qualified third party designated by Laserfiche. In that event, you agree to look solely to Laserfiche's designee for performance of Laserfiche's obligations under this Agreement.

Exclusive Agreement. This Agreement contains the sole and exclusive agreement between you and Laserfiche relating to its subject matter. It may not be modified or amended in any way by any purchase order or other document issued by you, but may be amended only by a writing signed by both you and Laserfiche and specifically referring to it.

Additional Services. With regard to any services that are not within the scope of services under this Agreement, it will be within Laserfiche's discretion whether to perform the services, and, if Laserfiche elects to perform the services, the services will

be subject to an additional charge to be paid by you based on Laserfiche's customary professional services rates.

Important Notice. Before requesting services, it is your responsibility to back up the software and data on your system's hard disk drive and on any other storage device(s) in the system. Under no circumstances will Laserfiche be liable for damages resulting from any loss of any software, content, information or data.

Force Majeure. Laserfiche is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if Laserfiche's ability to render repair services is impaired by you or by circumstances beyond Laserfiche's control, Laserfiche may terminate this Agreement.

Law; Jurisdiction. This Agreement will be governed and construed by the laws of the State of California. The headings are for convenience only and are not to be used to interpret this Agreement. All disputes between you and Laserfiche will be litigated in the state and federal courts located in Los Angeles County, California; and you consent to personal jurisdiction of the courts located in the State of California over all disputes between you and Laserfiche.

Contact Us. Should you have any questions concerning this Agreement, or if you desire to contact Laserfiche for any reason, please write: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A.

State of Washington

EDMS RFI – Laserfiche Demo Workshop

Confidential

Laserfiche®
Run Smarter®

Agenda

EXHIBIT F - LASERFICHE DEMONSTRATION WORKSHOP

8:30 – 8:50 **General**

- Workshop Kickoff and Introductions
- Corporate Background and Philosophy
- Government Experience

8:50 – 12:00 **Software Demonstration**

- Mobile User Experience
- General Office User
- BREAK*
- Workflow
- Central Account Administration
- IT Security

1:00 – 3:00 **Software Demonstration**

- Records Management
- Search
- Public Disclosure
- BREAK*
- Architecture
- Social Content and Collaboration

3:00 – 3:30 **Q&A – Wrap up**



Workshop Kickoff – Laserfiche Solutions Team

EXHIBIT E - LASERFICHE DEMONSTRATION WORKSHOP

The following account team for the State of Washington will bring the right fit of process knowledge, technical expertise, and service delivery experience.

Client Account Team

Account Management

Chris Franzino
Solutions Manager

Kelsey Frost
Sales Engineer

Katie Fries
Sales Engineer

**Laserfiche Professional
Services Staff**

Account Enablement

Thomas Phelps IV
CIO & Chief Corporate
Strategist

Jereb Cheatham
VP, Global Process
Innovation

Katie Burke
Government Program
Specialist – Vertical
Marketing

Chris Franzino, Solutions Manager, is the overall account director for State of Washington. He is responsible for day-to-day account management.

Thomas Phelps IV, CIO & Chief Corporate Strategist, is the senior relationship executive for the State of Washington. He will be responsible for the executive relationships between Laserfiche and Washington Agencies as well as quality of overall services.

Jereb Cheatham, Vice President of Global Process innovation, is a subject matter expert and will be responsible for aligning the State of Washington goals with the Laserfiche product roadmap

Kelsey Frost, Sales Engineer, is responsible for project management, including needs analysis, requirements gathering, and workflow implementation.

Katie Fries, Sales Engineer, supports Kelsey in designing, prototyping and presenting solutions.

Katie Burke, Government Program Specialist, Vertical Marketing, will be responsible for bringing industry expertise to our ongoing engagement with the State of Washington as well as managing integrated marketing campaigns moving forward.

Who is Laserfiche?

EXHIBIT F - LASERFICHE DEMONSTRATION WORKSHOP

Experience

- 28 years in the ECM industry, 34,000+ organizations
- Strong tradition of government clients informing product development
- Committed to partnership with central IT and customers to produce successful shared service models in government

Software

- Integrated product suite, strategy, and roadmap
- Make software people enjoy using, with “user-friendly” licensing
- Strong central control vs. local autonomy
- Highest standard of security and records management practices
- Open architecture is a fundamental development principle



Philosophy – Integrated Architecture

EXHIBIT F LASERFICHE DEMONSTRATION WORKSHOP

- **Integration provides flexibility**

Core components baked into Laserfiche Content Server provide opportunities to layer functionality transparently.

- **Personalized user experience**

Personalized folders, presentation, work assignment, queue management and interface choices provide tailored user experiences that drive adoption.

- **Dynamic feedback and assistance**

Providing clear instructions and team-sourced feedback teaches participants how to complete a process and accelerate change management.



Philosophy – Community Empowerment

EXHIBIT F - LASERFICHE DEMONSTRATION WORKSHOP

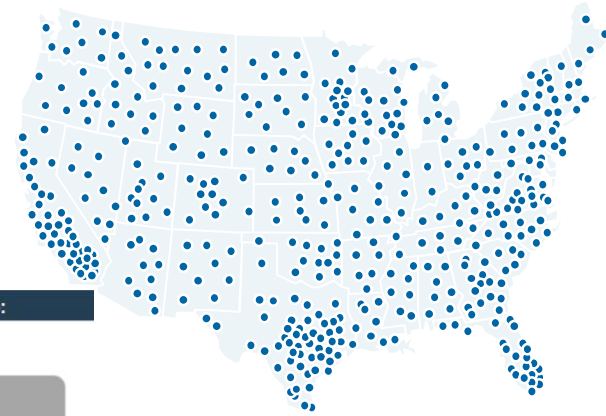
- **Active, engaged user community**
Regional, national and global events bring thousands of Laserfiche users together from all over the world.
- **Community sourced solutions**
Laserfiche Answers and Solutions Exchange sites put users, partners and developers in contact with each other to share ideas and solve problems.
- **Information and education in any format**
Online training, knowledgebase and community forum keep people connected regardless of location. Workshops, user groups and classroom trainings bring people together regionally.



Laserfiche in Government

EXHIBIT F - LASERFICHE DEMONSTRATION WORKSHOP

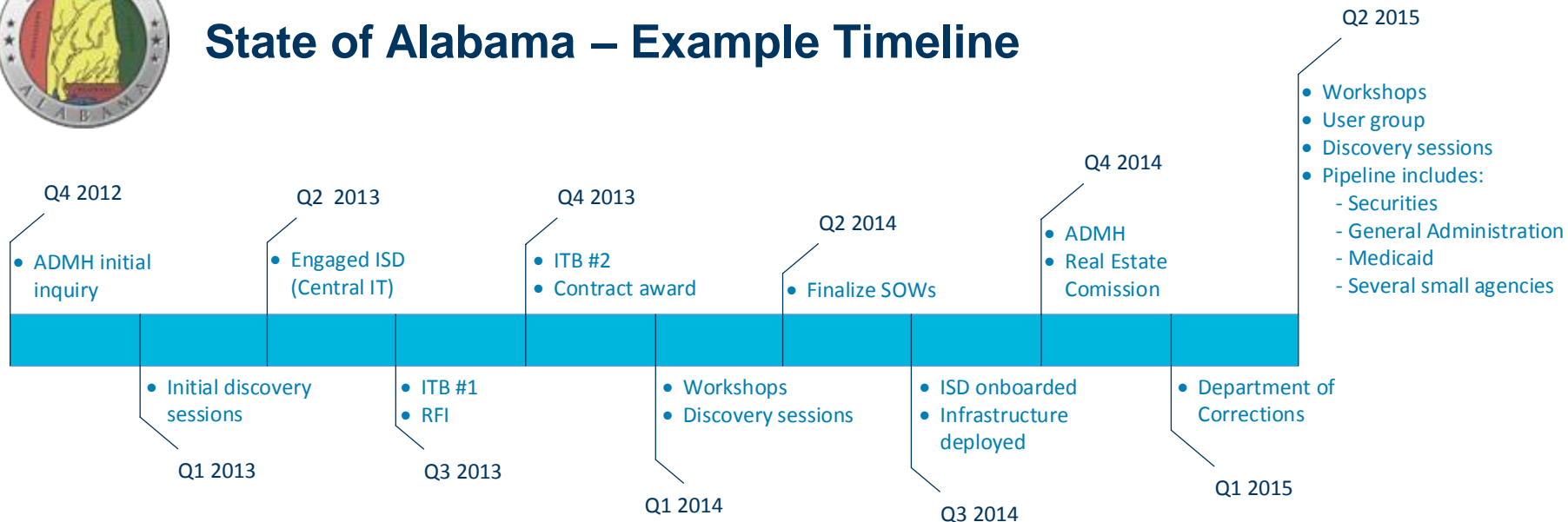
- Laserfiche has **over 25 years of experience** in the public sector and is used by **thousands of government agencies** worldwide.
- Recognized by **Gartner and Info-Tech** for expertise in serving the government market.
- Regularly featured in **Center for Digital Government** trend reports on the benefits of process automation and shared services.



"Laserfiche should be on all government shortlists."



State of Alabama – Example Timeline



Enterprise growth – the sum is greater than the parts

- Steady cadence from initial contact through deployment
- Socialize the solution through workshops and discovery sessions to gain momentum
- Integrate sales and marketing into Central IT

Software Demonstration

Laserfiche Rio Components

EXHIBIT F - LASERFICHE DEMONSTRATION WORKSHOP

Laserfiche Rio, the enterprise suite for large organizations, bundles content management and process management tools.

Comprehensive Capabilities

- ECM and BPM functionality
- Security and auditing tools
- Central control, local flexibility

Simple Deployment

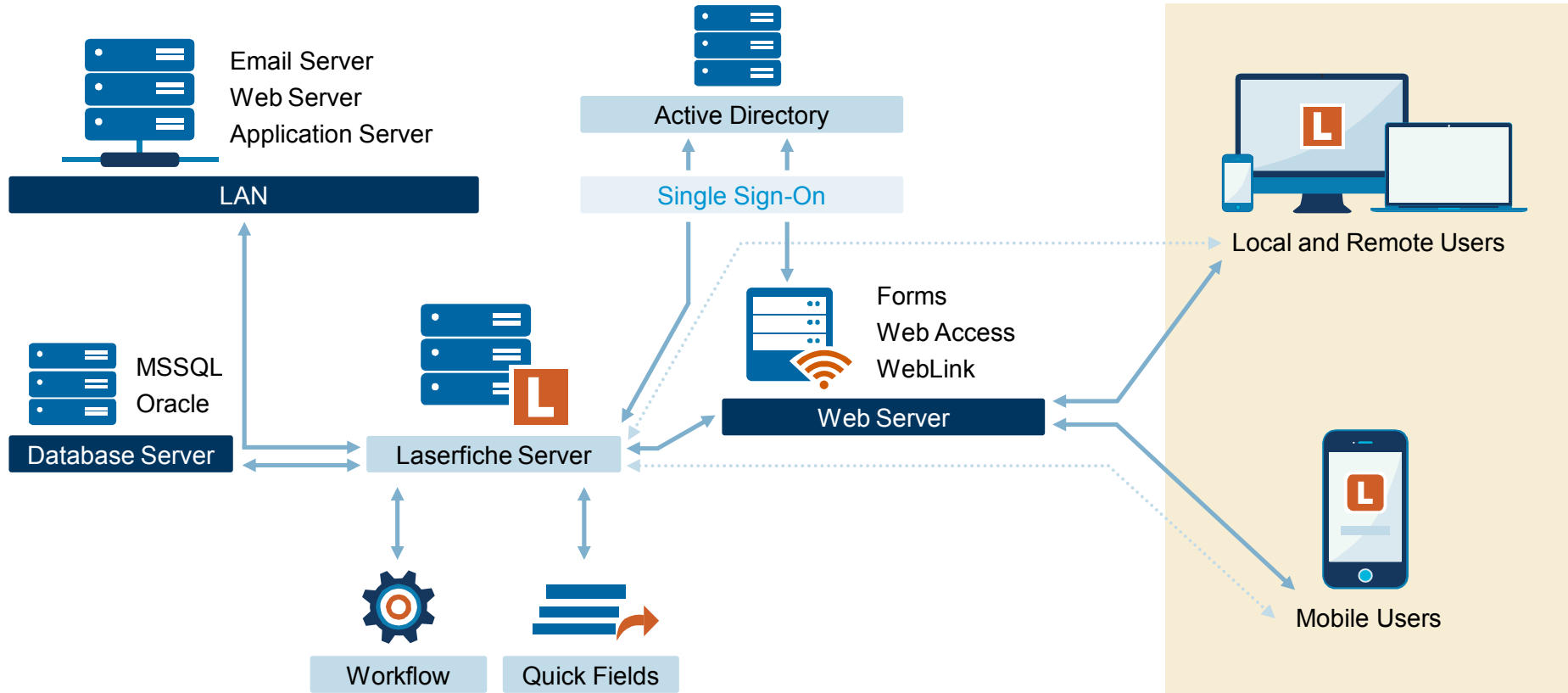
- Integrate with existing IT portfolio
- Unlimited content servers and repositories



Laserfiche Software Architecture

Laserfiche System Architecture

EXHIBIT - LASERFICHE DEMONSTRATION WORKSHOP



Q&A – Workshop Wrap up

Straightforward Licensing Approach

- **Comprehensive Functionality:** Core functionality is included on an unlimited basis.
- **Predictable License and Maintenance:** Pricing is straightforward with no surprises.
- **Centralized IT Management:** IT is enabled to centralize ECM governance and management with Laserfiche.
- **Low Risk:** The balance of powerful functionality and usability ensure meaningful solutions that users readily adopt.

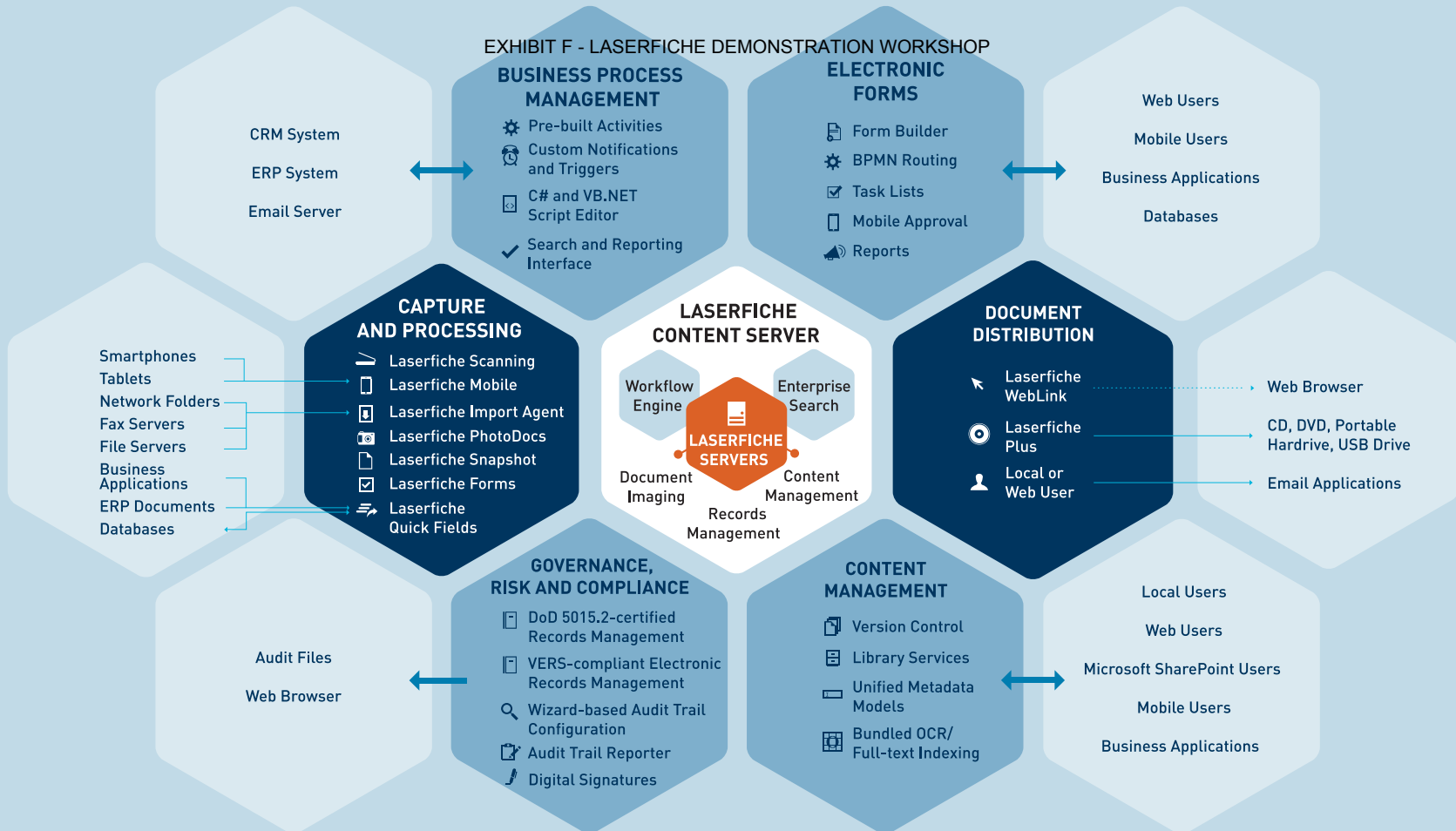
Strategic Relationship

- **Strategic Relationship and Local Support:** A strategic Laserfiche relationship with the Laserfiche team based in California and local presence with several Washington State based reseller partners
- **Strong Local Presence:** We have a strong track record of success right in your backyard.
- **Product Development:** Our product suite is aligned to enable your objectives.
- **Bottom Line:** We are vested in your success.



Appendix

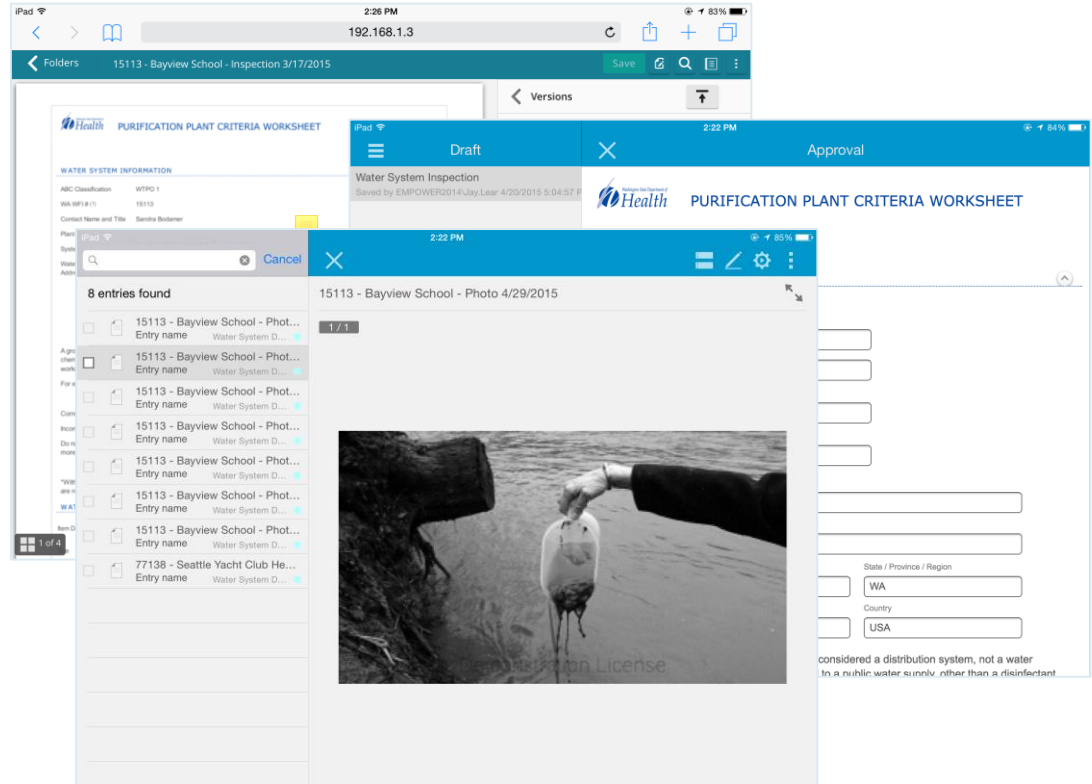
EXHIBIT F - LASERFICHE DEMONSTRATION WORKSHOP



Demo Screenshots – Mobile User

EXHIBIT F – LASERFICHE DEMONSTRATION WORKSHOP

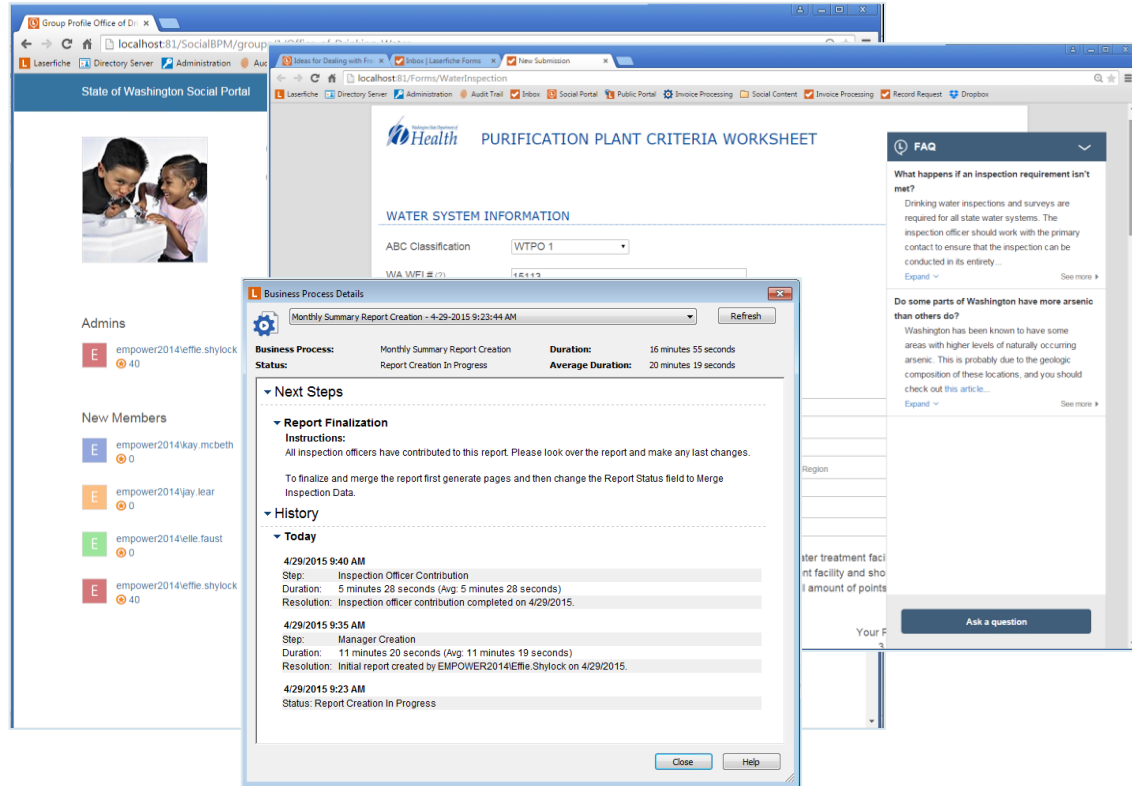
- OS specific mobile apps and responsive, platform independent web interface for mobile access
- Remote capture, processing and filing of photographs is ideal for field work
- Integrated electronic forms transfers work from desktop to mobile environments seamlessly
- Full access to metadata (versions, links, tags, fields, etc.) and annotations regardless of device



Demo Screenshots – General Office User

EXHIBIT F - LASERFICHE DEMONSTRATION WORKSHOP

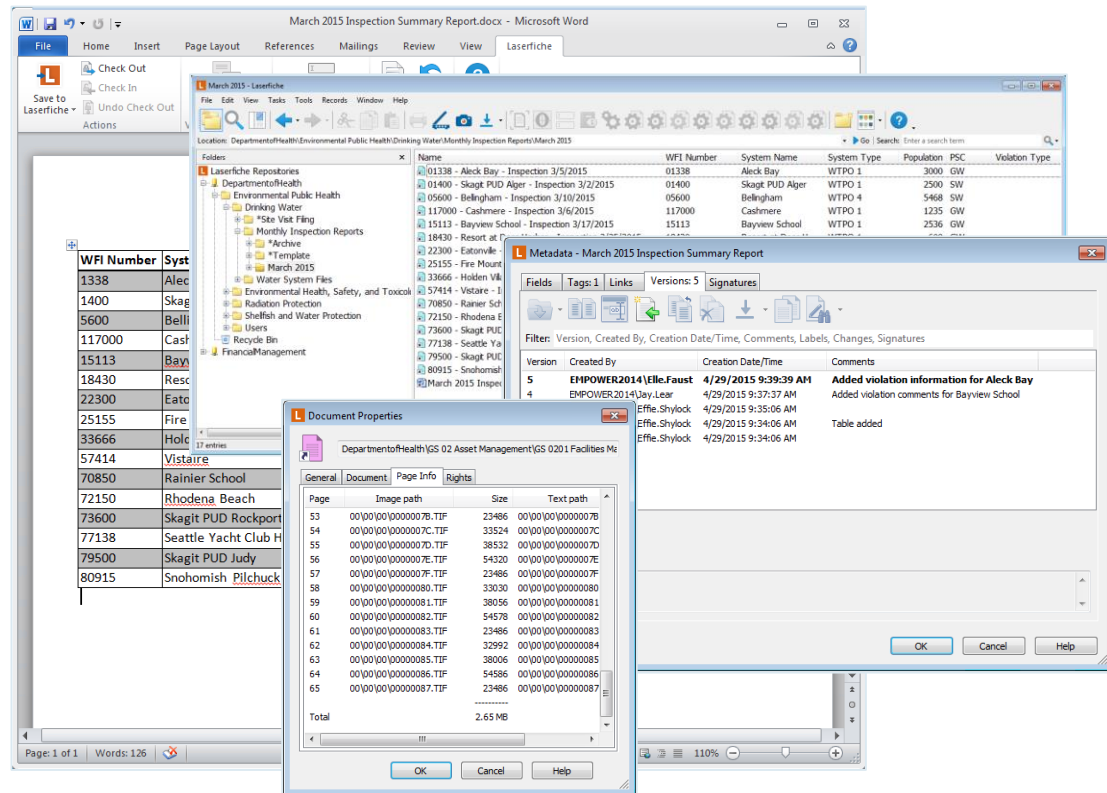
- Electronic forms with guided input and dynamic FAQs help workers complete tasks efficiently
- Social discussion surrounding processes or topics extends the reach of institutional knowledge
- Dynamic instructions within business processes give workers a sense of the impact they have on the overall process



Demo Screenshots – General Office User

EXHIBIT F - LASERFICHE DEMONSTRATION WORKSHOP

- Search capabilities and Office integration simplify report generation and publishing
- Version control provides transparency within report publishing process
- Normalizing file types and converting to black and white reduces file size for long term archival



Demo Screenshots – Workflow

EXHIBIT - LASERFICHE DEMONSTRATION WORKSHOP

Distribute capture, centralize processing and workflow

- Receive physical documents, emails with attachments and electronic forms
- Advanced capture tools identify documents, extract useful information and automate classification and filing
- Follow the same business rules regardless of how documents are received

The screenshot displays the Laserfiche workflow interface. On the left, a 'Session Configuration' window shows the 'Invoices' directory. The main window shows an 'Invoice - Message (HTML)' email from 'Laserfiche User' to 'AP@empower2014.com'. The email content includes a message from Jonathan Franklin and an attached PDF file 'Invoice.pdf (116 KB)'. On the right, a 'New Submission' window shows the 'Invoice Processing Form' with fields for Washington ID, Supplier Name, PO ID, Invoice Number, and Invoice Date. The form also includes a table for 'Line Item(s)' with columns for Item #, Item Description, Quantity, Unit Price, and Item Subtotal. The 'Order Subtotal' is \$625.00, and the 'Total' is \$678.12. The 'Submit' button is visible at the bottom.

Item #	Item Description	Quantity	Unit Price	Item Subtotal
1	Labor	5	\$ 75.00	\$ 375.00
2	Travel	1	\$ 50.00	\$ 50.00
3	Service Fee	1	\$ 200.00	\$ 200.00
4				
5				

Order Subtotal
Does not include tax, shipping or handling
\$ 625.00
Tax
\$ 53.12
Shipping and Handling
\$
Total
\$ 678.12

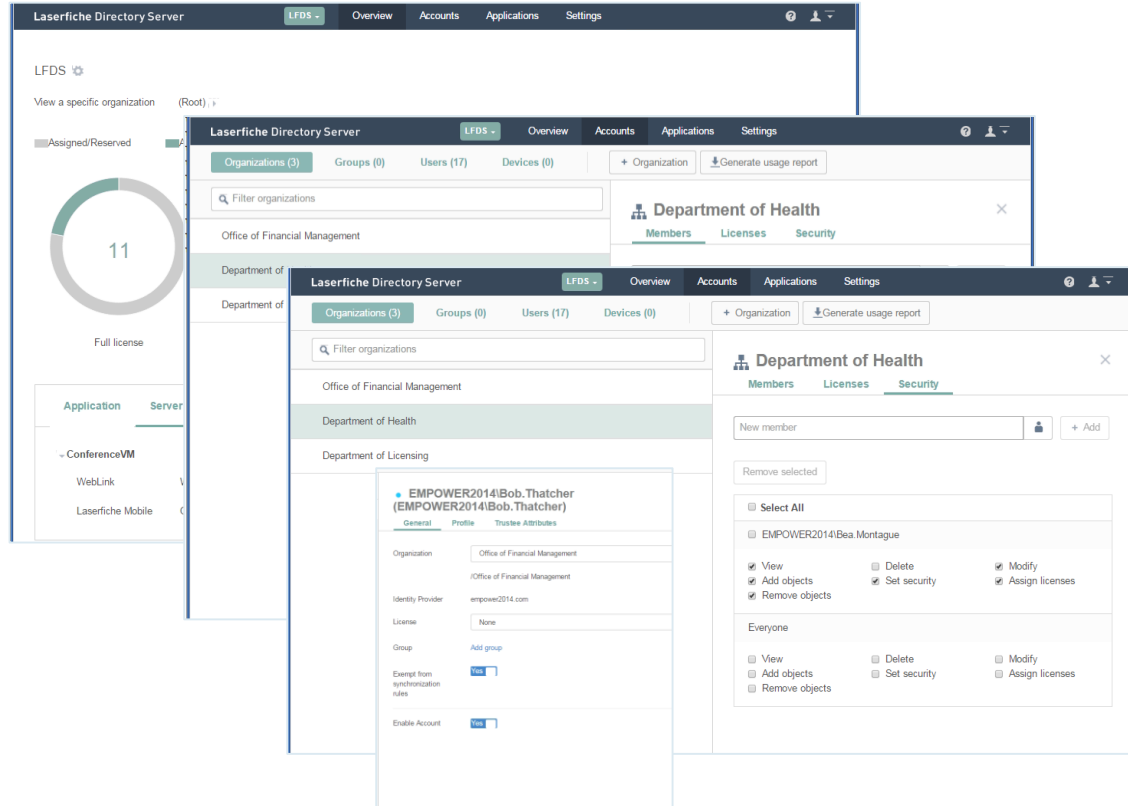
EXHIBIT F- LASERFICHE DEMONSTRATION WORKSHOP

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Demo Screenshots – Central Account Administration

EXHIBIT F – LASERFICHE DEMONSTRATION WORKSHOP

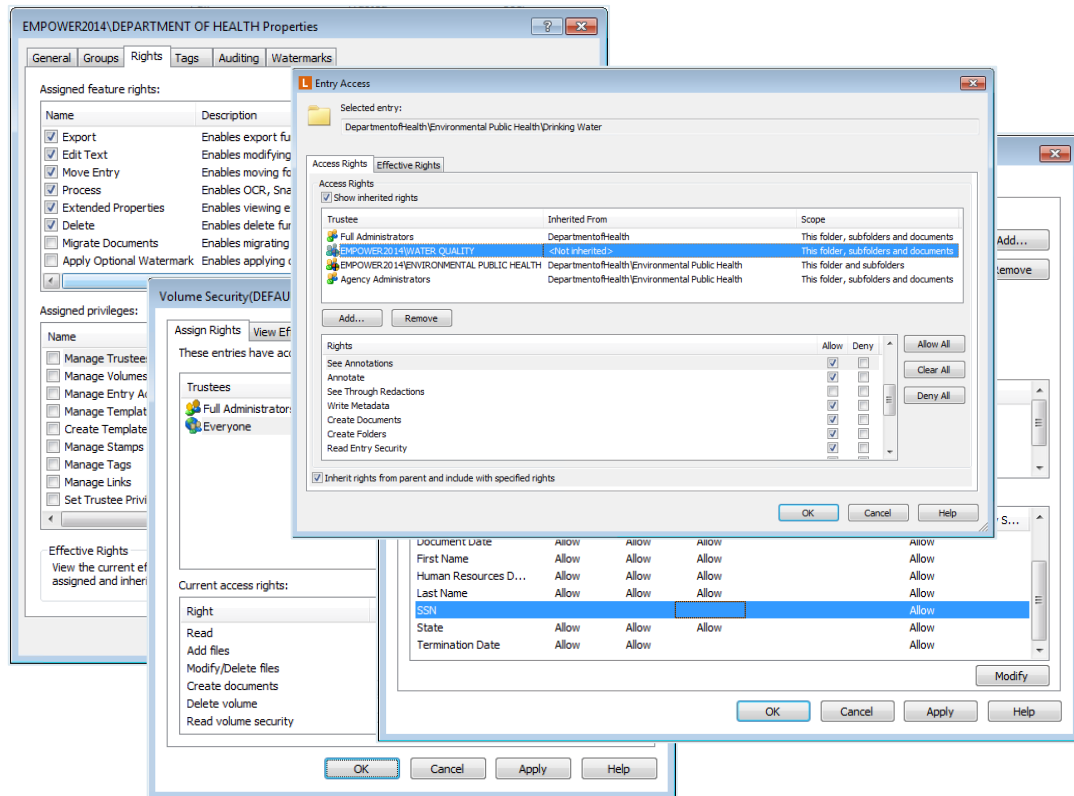
- Centrally manage and control overall system topology including server and repository licensing
- Hierarchically determine administrative responsibility at the agency or department level
- Automatically provision licenses and assign rights based on group membership and role designation



Demo Screenshots – IT Security

EXHIBIT – LASERFICHE DEMONSTRATION WORKSHOP

- Multi-level security model restricts rights and privileges across objects, fields, templates and volumes
- Document level security can be assigned dynamically through security tags
- Laserfiche Workflow can be used to apply, manage and maintain rights assignment based on business process rules



Demo Screenshots – IT Security

EXHIBIT – LASERFICHE DEMONSTRATION WORKSHOP

- Automatic redaction based on location or text pattern can be performed at time of capture
- Laserfiche Quick Fields can “scan” documents from repository or file system
- Applied as Laserfiche redactions so access to data is controlled by user access rights

The screenshot displays the Laserfiche interface with two windows. The top window, 'W4 - Universal Capture - Quick Fields - Demo License', shows a file explorer with a search directory of 'C:\Demo Files\State of Washington\W4s' and a file type of '*.pdf'. The bottom window, 'Wright, Laura - W-4 - Laserfiche', shows a document titled 'W-4' with a 'Document Properties' pane on the right. The document is a 'Form W-4' for 'Laura Wright' with a 'Document Date' of '4/29/2015'. The document content is a '2015' tax form. The 'Document Properties' pane shows fields for 'First Name', 'Last Name', 'Human Resources Document Type', 'Department', 'Document Date', 'Termination Date', 'Address', 'City', and 'State'. The document content includes sections for 'Your social security number', 'Married', 'Single rate', 'Social Security card', 'You must call 1-800-772-1213 for a replacement card', 'Applicable worksheet on page 2', 'Following conditions for exemption', 'had no tax liability, and', 'to have no tax liability', and 'my knowledge and belief, it is true, correct, and complete.' The document is redacted with black boxes over the social security number, the 'Single rate' section, and the 'Applicable worksheet on page 2' section. The document is also redacted with black boxes over the 'Social Security card' section, the 'You must call 1-800-772-1213 for a replacement card' section, and the 'Following conditions for exemption' section.

Demo Screenshots – Records Management

EXHIBIT F LASERFICHE DEMONSTRATION WORKSHOP

- Automatic classification and filing of records minimizes automatically applies proper record keeping rules
- Creation of context appropriate views only makes file plan fade into the background
- Laserfiche Workflow can manage event dates and common actions leading up to final disposition

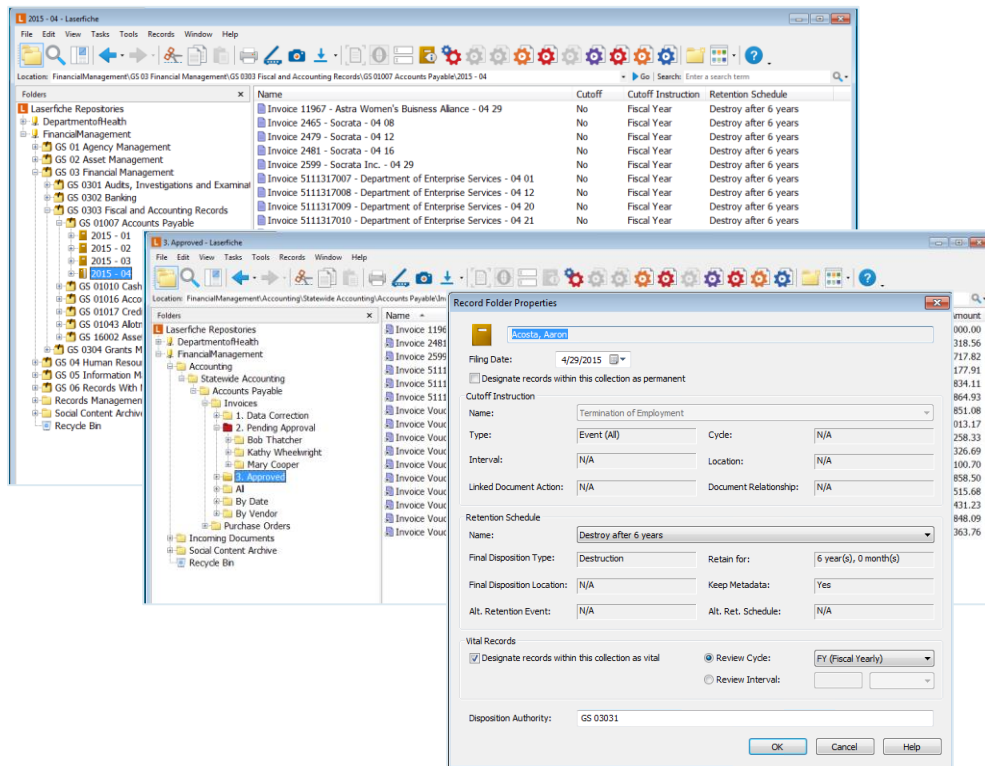
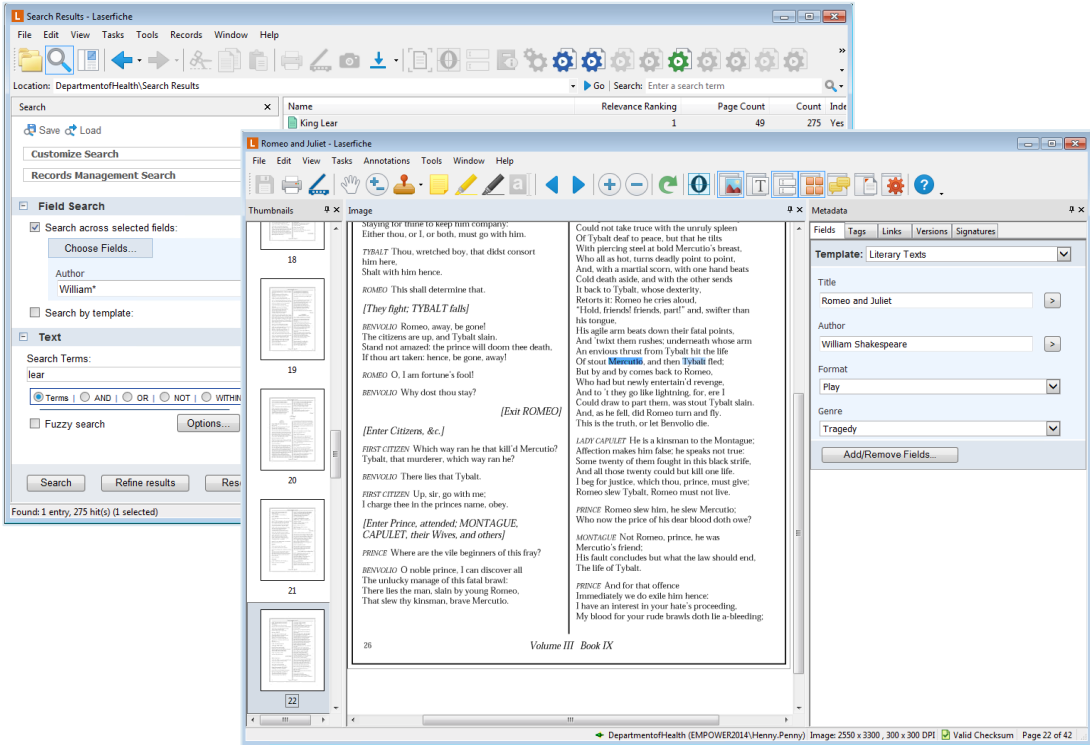


EXHIBIT F - LASERFICHE DEMONSTRATION WORKSHOP

- Flexible and intuitive search capabilities make it easy to generate reports and find documents
- Full text search capabilities coupled with lines of context and highlights within documents makes it possible to quickly find specific information
- Searches can be refined, saved for reuse or added to a group's attributes so they're available to the appropriate people



Demo Screenshots – Public Disclosure

EXHIBIT E – LASERFICHE DEMONSTRATION WORKSHOP

- Manage requests as a business process regardless of how they are received
 - Electronic form
 - Email attachment
 - Paper form
- Use search capabilities to find and distribute the proper information
- Record chain of custody, statistics related to response and modify retention as part of the process

The screenshot displays the Laserfiche Public Records Request system interface. It features a sidebar on the left with a form for entering request details, including Name, Contact Information, Address, and Request Date. The main area shows a search results window with a list of records found. A detailed view of a specific request is shown, including the request text, search terms, and a chain of custody log. The interface is designed for managing and tracking public records requests.

Public Records Request

Name* Sarah Smith

Date 4/29/2015

Contact Information

Phone Number 555-351-0462

Address 35 S Olympia Way

City Olympia

Postal / Zip Code 98501

Request Date 4/29/2015

Is this request sensitive? Yes No

Request I am looking for information on a couple projects from a while back. It was regarding salmon recovery in a Puget Sound ecosystem in King County. I think I learned about them at one of the conferences I attended in the past 9 years. We are looking into these because we are investigating if these projects could have anything to do with the decrease of vegetation around the water's edge. Can you help me?

Search Results - Laserfiche

Location: DepartmentofHealth/Search Results

Search Terms: "puget sound" "king county"

Found 7 entries, 30 hits (1 selected)

Public Records Request

Name Sarah Smith

Date 4/29/2015

Contact Information

Phone Number 555-351-0462

Email sarah@gmail.com

Address 35 S Olympia Way

City Olympia

Postal / Zip Code 98501

State / Province / Region WA

Country USA

Request Details

Is this request time sensitive? Yes No

Request I am looking for information on a couple projects from a while back. It was regarding salmon recovery in a Puget Sound ecosystem in King County. I think I learned about them at one of the conferences I attended in the past 9 years. We are looking into these because we are investigating if these projects could have anything to do with the decrease of vegetation around the water's edge. Can you help me?

Chain of Custody

Received from Requester: 4/29/2015 11:58:05 AM

Assigned to: Penny

Completed on: 4/29/2015 11:58:09 AM

Staff Comments

Send 3 records to Sarah via email.

Metadata

Fields Tags Links Versions Signatures

Template: Record Request

Requested By Sarah Smith

Date Requested 4/29/2015

Request I am looking for information on a couple projects from a while back. It was regarding salmon recovery in a Puget Sound ecosystem in King County. I think I learned about them at one of the conferences I attended in the past 9 years. We are looking into these because we are investigating if these projects could have anything to do with the decrease of vegetation around the water's edge. Can you help me?

Completed By Henny Penny

Status Record Sent

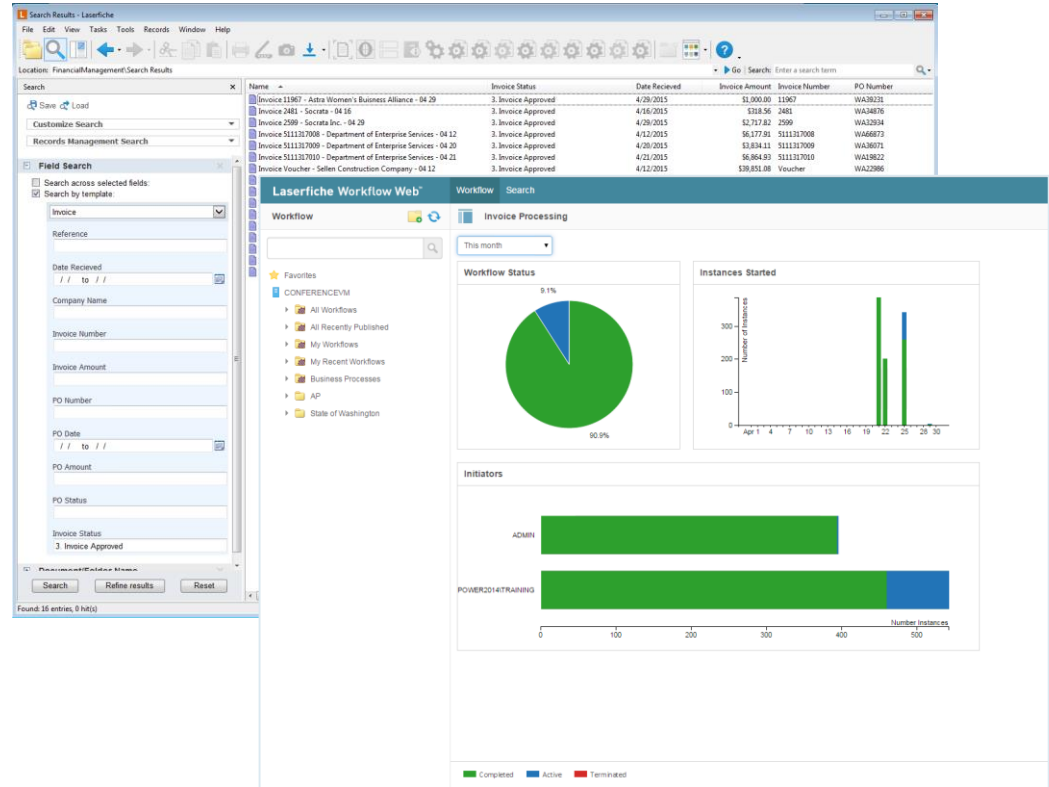
Add/Remove Fields...

DepartmentofHealth (EMPOWER2014)Henny.Penny Image 2550 x 3300, 300 x 300 DPI Valid Checksum Page 1 of 1

Demo Screenshots – Architecture

EXHIBIT C – LASERFICHE DEMONSTRATION WORKSHOP

- Use Laserfiche Search to generate reports and export data for analysis in Excel
- Business process activities allow you to customize the “steps” of each process and build reports
- Business process reports allow you to analyze processes overall or specific instances



Demo Screenshots – Social Content and Collaboration

EXHIBIT F - LASERFICHE DEMONSTRATION WORKSHOP

- Automated retrieval and archival of agency tweets
- “Print” agency Facebook pages into repository
- Manage version history of documents that have been edited collaboratively
- Out-of-the-box integrations with SharePoint including integrated search, search and browse web parts, records center integration and workflow activities

The screenshot displays two windows from the Laserfiche application. The top window, titled 'ofHealth\Tweets Gathered 4/29/2015 1:10:55 PM', shows a list of tweets with columns for Name, Tweet Text*, and Hashtags*. The bottom window, titled 'Metadata - March 2015 Inspection Summary Report', shows a document version history table.

Name	Tweet Text*	Hashtags*
@WA_DeptofHealth Fri Apr 24 23:23:26	Is your baby up-to-date on his or her shots? Find out recommended immunization sc...	
@WA_DeptofHealth Mon Apr 27 15:43:26	Be Smart! Be Prepared! Program your phone w/ the Poison Center hotline today! 1-80...	
@WA_DeptofHealth Mon Apr 27 18:09:14	The terrible devastation in Nepal reminds us that an earthquake can happen at any ...	
@WA_DeptofHealth Mon Apr 27 18:37:41	RT @safekidsusa: Did you know? Every 3 weeks a child dies from a TV tipping over. ...	TVsafety
@WA_DeptofHealth Mon Apr 27 21:11:38	As #BradyOlson said, "It's all about the kids and their safety." Thank you Mr. Olson....	BradyOlson
@WA_DeptofHealth Mon Apr 27 22:59:35	RT @ThurstonHealth: North Thurston High School will have counselors at school tomo...	
@WA_DeptofHealth Sat Apr 25 16:01:13	RT @safekidsusa: It is National Distracted Driver Awareness Month. Check out this vi...	BuckleUp PhonesDown
@WA_DeptofHealth Sun Apr 26 18:44:39	At the .@Mariners game today? Come get a selfie w/ Mr. Yuk & learn how to k...	SafeKids
@WA_DeptofHealth Sun Apr 26 18:56:52	@WaHealthSec is here today at the .@Mariners game to help talk about how to mak...	
@WA_DeptofHealth Sun Apr 26 19:44:36	Everyone's here to celebrate Kids Day at the .@Mariners game! Even .@GovInsee 's...	SafeKids
@WA_DeptofHealth Tue Apr 28 00:05:08	RT @WASateCommerce: Congrats City of #Mabton, @WA_DeptofHealth, & p...	Mabton
@WA_DeptofHealth Tue		
@WA_DeptofHealth Tue		
@WA_DeptofHealth Tue		
@WA_DeptofHealth Wed		
@WA_DeptofHealth Wed		
@WA_DeptofHealth Wed		
@WA_DeptofHealth Wed		
@WA_DeptofHealth Wed		
Archive.json		

Version	Created By	Creation Date/Time	Comments
5	EMPOWER2014\Elle.Faust	4/29/2015 9:39:39 AM	Added violation information for Aleck Bay
4	EMPOWER2014\Jay.Lear	4/29/2015 9:37:37 AM	Added violation comments for Bayview School
3	EMPOWER2014\Effie.Shylock	4/29/2015 9:35:06 AM	
2	EMPOWER2014\Effie.Shylock	4/29/2015 9:34:06 AM	Table added
1	EMPOWER2014\Effie.Shylock	4/29/2015 9:34:06 AM	