**Enterprise Content Management (ECM)**

**Master Contract 07814**

**User Guide**

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# INTRODUCTION

## Purpose

This User Guide is designed to provide guidance to Purchasers of the key elements required to purchase an Enterprise Content Management (ECM) Solution under DES Master Contract No. 07814.

This guide is not meant to relieve Purchasers of their responsibility to comply with laws, rules, and regulations related to their specific Agency and funding requirements.

Under the authority of the Revised Code of Washington (RCW) 39.24.055 and 43.19.005, this Master Contract is available to all Washington State Agencies, any other Washington governmental entities or municipalities, boards, commissions or public benefit non-profit organizations.

Agencies acquiring an ECM Solution enter into a Technology Solution Contract with a Contractor to purchase products, Services, and/or Support to meet their business requirements.

## Awarded Contractors

The table below represents the Contractors awarded this Master Contract:

|  |  |
| --- | --- |
| **Contractor** | **DES Master Contract No.:** |
| ~~EMC Corporation~~ EMC is inactive under this contract | ~~07814-003~~ |
| Compulink Management Center Inc. (dba Laserfiche) | 07814-001 |
| Hyland LLC(Formerly Lexmark Enterprise Software, LLC) | 07814-004 |
| OpenText, Inc. | 07814-002 |

* 1. **Contractor’s Responsibilities**

Contractors offer Core Functionality for an ECM Solution under this Master Contract. Contractors may provide multiple options for these products and services based on the complexities of the Purchasers needs and budget. The Contractor is responsible for the Products acquired, Services, Support, and/or any subcontractor work.

## Limitations

## Extended Functionality

Functionality may be added to a Purchaser’s ECM solution which may be for products or services outside of the scope of this Master Contract. Agencies may acquire this extended functionality by various procurement methods separate from this Master Contract, including, but not limited to:

a) direct 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.

## Core Functionality

Contractors are authorized to sell only those Products, Services, and Support as allowed under this Master Contract.

As a Contractors’ Solution changes, DES can add functionality for additional products which are within the original scope and intent of the Master Contract.

## On-Premise Solution

Solutions offered under this Master Contract are for an On-Premise Solution. Licensing will be either a perpetual license or a hybrid Software as a Solution (SaaS) Subscription model. Hosted services (e.g., cloud, Platform as a Service or Infrastructure as a Service) are outside of the scope of this Master Contract.

## Purchaser’s Responsibility

Purchasers are responsible for ensuring the use of this Master Contract is under the proper statutory authority and for understanding and adhering to the product use and/or licensing terms of the Products purchased under this Master Contract.

# MASTER CONTRACT ADMINISTRATION

## Master Contract Administrator

DES appointed a Master Contract Administrator as the primary point of contact for this Master Contract. The Administrator will provide oversight of the Master Contract and will be the principal contact for Purchasers and Contractors.

The contact information for the ECM Master Contract Administrator is:

David Mgebroff

Phone: (360) 407-8049

Email: david.mgebroff@des.wa.gov

Department of Enterprise Services

P.O. Box 41411

Olympia, WA 98504-1411

 If David is unavailable, the secondary Master Contract Administrator is:

Mike Dombrowsky

Phone: 360-407-8717

Email: mike.dombrowsky@des.wa.gov

Department of Enterprise Services

P.O. Box 41411

Olympia, WA 98504-1411

## Master Contract Usage Agreement

The DES Master Contract program is a cost recoverable program. Contractors are responsible for reporting all sales using DES’ Usage Reporting system.

Purchasers must have completed a Master Contract Usage Agreement [(MCUA)](http://www.des.wa.gov/services/ContractingPurchasing/Purchasing/Pages/MasterContractsUsageAgreement.aspx) before using this Master Contract.

1. **CONTRACT INFORMATION**

## Planning & Subject Matter Expert Consultation

There are subject matter experts whom can provide consultation to an Agency as needed to provide more information on ECM solutions. Please contact the Master Contract Administrator for more information.

## Summary of Contractors’ Core Solution

Each Contractor offers implementation/integration services with the associated ECM solution. The implementation/integration services will vary based on the Purchaser’s environment and requirements. Contractors should engage with Purchasers early in the process in order to understand and scope the Products, Services, and Support requirements.

The table below represents the core product ECM solution by Contractor:

|  |  |  |
| --- | --- | --- |
| **Contractor** | **Solution:** | **License Model:** |
| Compulink Management Center Inc. (dba Laserfiche) | Rio Pilot Named Users; Rio Named Retrieval Users; Records Management; Forms; Connectors; Web p\Publishing tools; Information Capture tools, including desktop tools; Digital Archiving & Publishing; & Integration Tools.Reseller of Avante servers, user licenses, auditing tools, digital signature, integration tools, forms tools, web tools. Desktop image capture, digital archiving and publishing tools. Server based web portals & distribution tools, and integration tools | Perpetual license |
| Hyland LLC(Formerly Lexmark Enterprise Software, LLC) | Perceptive Products – Interact for Outlook; Document Control Suite, Content Server, Client Webnow, Interact for MS Office, Retention Policy Manager, Capture Adrenaline, Mail Agent, Enterprise Server, Business Insight Bundle, Integration Server Transition, Recognition Agent, Document Composition, Integration Server, Mobile and Mobile Server, Enterprise Search, Record Manager | Perpetual license |
| OpenText, Inc. | OpenText Content Suite Platform; redaction; governance & archiving, application gateway, discovery suite, mobile, workflow, process suite, Content Server, web reports, web tools, and capture tools | Perpetual license or on-premise subscription  |

## Frequently Asked Questions & Answers

Who is eligible to use this Master Contract?

*Any Washington State agency, municipality, county/city, boards or commissions, and government non-profit organizations may use this Master Contract.* *Purchasers must have completed a Master Contract Usage Agreement.*

How much does an ECM Solution cost?

*Contractor Solutions awarded in this Master Contract include diverse product offerings and price structures to meet the varying funding needs of small to large organizations.*

Who do we talk to? Where do we start?

*Contact the DES Master Contract Administrator for information or access to subject-matter-experts.*

What if we already have products or systems for an ECM Solution, can we use the Master Contract?

*Yes. The purpose of the Solutions offered in the Master Contract is to allow multiple or additional extensions of products which could be added to an existing software install base. Each Contractor will need to understand a purchaser’s environment prior to quoting suggested Solutions for feasibility.*

How will I know about new products or price changes associated with this Master Contract?

*An Amendment will be issued to incorporate products, service, and price changes associated with this Master Contract.*

Why do the Contractors have the option to increase prices of the products in this Master Contract? I thought the purpose of a Master Contract was to guarantee pricing.

*When creating a Master Contract, DES is asking contractors to lock-in their prices for a specific period of time without the promise of a purchase. With technology solutions, it is impractical to expect contractors to lock-in prices when there has not been a clear Statement of Work, sizing, or basic requirements from which sound pricing can be formulated by a contractor.*

#  CONTRACTING GUIDELINES

## Technology Solution Contract

For each purchase of an ECM Solution, Purchaser should execute a Technology Solution Contract and possibly a Statement of Work (SOW) of which are attached as Schedules A and B. The Technology Solution Contract is the overarching contract for a Purchaser which should include all Products, professional implementation Services, Support agreements, Software licenses and use agreements (e.g., end-user license and product use rights).

By incorporating the Contractor’s Master Contract into the Technology Solution Contract, the overarching terms and conditions negotiated during the Master Contract will apply. The Master Contract is designed to protect Purchasers and Contractors; however, additional terms and recommendations are covered in this section. DES recommends that a Purchaser consult with its legal counsel before changing the overarching terms and conditions.

Each Technology Solution Contract should refer to the Master Contract Number *(see Section 1.3, Awarded Contractors)* assigned to the selected Contractor and be included in the Consideration section of the Technology Solution Contract:

IN CONSIDERATION of mutual promises as hereinafter set forth and incorporated herein, subject to Washington State Department of Enterprise Services Master Contract No. 07814-00n and subsequent amendment(s) hereinafter referred to as “Master Contract” which shall be incorporated herein by this reference, and as Purchaser and Contractor agree as follows:

Purchasers should not use this Master Contract to purchase ECM products offered by third-parties that are not currently under a Master Contract for the provided products.

Contractor may resell Products if Contractor is an authorized reseller and Products are listed in the price schedule of the Master Contract.

 (*Please note: The sole use of a purchase order is not a recommended practice for acquisitions of complex technology solutions.)*

## Price Protection

Pricing may be adjusted each year of the contract and will be negotiated between DES’ Master Contract Administrator and the Contractors.

It is recommended that Purchasers weigh price savings options when negotiating the length of Subscription terms. The awarded Contractors did not unilaterally agree to refund prepaid amounts in the event of termination for convenience, non-allocation of funds, or withdrawal of authority.

## Contractor Pricing

Contractor, at its option, may have pricing available on its website instead of on the Master Contract web portal pages. Contractors are responsible for maintenance and access control of the pricing website for potential government Purchasers.

Pricing for Services may vary in any SOW created under a Technology Solution Contract. DES and Contractors have agreed that when pricing is performance based (fixed price Deliverables, the preferred method), the pricing should substantially align with the hourly rates provided in the ECM Price Schedule, attached as Exhibit A in each Master Contract, with the exception of adding risk to address fixed price Deliverables. Any services, deliverables, timelines, or fixed pricing will be negotiated between the Purchases and Contractors.

## Use of Subcontractors

Contractors may use Subcontractors to deliver Services or Support. Contractors will take responsibility for actions of any Subcontractors allowed under this Master Contract.

## Site Security & Network Access

Contractor, its agents, employees, and Subcontractors will comply in all respects with any and all of Purchaser’s physical, fire, safety, and other security regulations. Purchasers will provide Contractor with its site security requirements prior to the execution of a Technology Solution Contract.

## Remote Access to Network

Purchaser will provide Contractor with the requirements for remote access to Purchaser’s Local Area Network (LAN), email, or supported computing environments in advance.

## Office of Chief Information Officer (OCIO)

Contractors have agreed to perform in full compliance with the Purchasers security policies and practices and with Washington State’s Security Policy 141 - *Securing Information Technology Assets* as set forth by the Office of the Chief Information Officer (OCIO).

<https://ocio.wa.gov//policies/141-securing-information-technology-assets>.

Purchaser will notify Contractor in advance of any additional training which may be expected of Contractor.

## Service Level Agreements

As each Contractor’s Support program is unique to the ECM solution offered, Purchasers will be responsible for ensuring the minimum level of support offered by the Contractors in the Master Contract under Section 7.3 meets their needs. Based on the Purchaser’s business requirements, Purchaser may elect to purchase a higher level of Support or negotiate a customized Support agreement with Contractor, if available.

## Contractor Support Offshore

**IMPORTANT:** During Business Hours, the primary Support location for each Contractor is in the contiguous United States. However, a support center may experience peak call volumes during Business Hours which may result in calls routing to the Secondary Support Location. Secondary Support Locations generally use a Follow-the-Sun Support model and are located outside of the United States.

Users should ask for the Support person’s location prior to allowing access to the user’s data (Category 3 or 4). This approach also applies during non-Business Hours.

Purchasers should consider this risk factor for user’s data when selecting a Contractor.

|  |  |  |
| --- | --- | --- |
| **Contractor** | **Primary Support Location** | **Non-Business Hours or During Peak Call Volume Secondary Support Location** |
| Laserfiche | Utah | Follow-the-Sun*Do Not Allow Remote Access* |
| Hyland/Lexmark | Kansas | Follow-the-Sun*Do Not Allow Remote Access* |
| OpenText | Texas, California, and Maryland | Follow-the-Sun*Do Not Allow Remote Access* |

## Contract Management

Each Purchaser will be responsible for Contract Management of its executed Technology Solution Contracts and Statements of Work.

## Restrictions of Use

Purchaser should advise Contractor, in advance of the execution of a Technology Solution Contract, of its intent to share the use of the proposed ECM solution with an outside organization or entity. Purchaser must purchase additional licenses for extended user base.

## Product Notices

Purchasers should actively seek updates and review Product Notices to understand how its ECM Solution may be affected by Contractor Solution changes.

## Protection of Purchaser’s Confidential Information

Contractors have been informed of the need to further protect personally identifiable or health information.

During the negotiations of a Technology Solution Contract, Purchaser will notify Contractor of expected contact with personally identifiable information, medical data, or Protected Health Information. Prior to the commencement of work, Contractors may be required to complete a Business Associate Agreement (attached as Schedule C), as required by federal or state laws, including the Health Insurance Portability and Accountability Act (HIPAA).

## Insurance

Contractor’s minimum insurance coverages are defined in the Master Contract. However, depending on the complexity and risk of a Purchaser’s ECM Solution, additional coverage may be necessary. Purchasers will make additional requirements known to Contractor during negotiations of the Technology Solution Contract.

## Liquidated Damages

The option to add Liquidated Damages in a Technology Solution Contract was included in the Master Contract terms and conditions. Based on the size, risk, and complexity of a Purchaser’s proposed ECM solution, the Contractor and Purchaser may negotiate the right, if any, to Liquidated Damages in the Technology Solution Contract.

## Order of Precedence in the Technology Solution Contract

It is advisable to keep the Order of Precedence intact in the Purchaser’s Technology Solution Contract. It is unadvisable to allow the Contractor to remove the reference to the Master Contract in #3 below or to switch positions of the terms (e.g., moving the Contractor Quote or Contractor’s software license agreements in a position above the Master Contract reference.)

1. Applicable federal and state of Washington statutes and regulations; *<do not remove this reference.>*

2. Special terms and conditions as contained in this basic Technology Solution Contract; *<do not remove this reference>*

3. Terms and conditions as contained in DES Master Contract No. 07814-00n and incorporated by reference; *<do not remove this reference>*

4. Schedule A – Contractor Quote;

5. Schedule B – Statement of Work No. 1;

6. Exhibit A – all software license agreements associated with; and,

7. Any other provision, term or material incorporated herein by reference or otherwise incorporates.

## Legal Notices and Contract Manager

Notices, demand/cure letters, and other communications are effective if in writing, signed by the applicable party, and delivered to the location provided in either the Contractor’s Master Contract or the Purchaser’s Technology Solution Contract.

# Schedule A

**Technology Solution Contract**

The ordering document under the Master Contract. The Master Contract is between the State of Washington (through DES) and the Contractor. The Technology Solution Contract is between the Purchaser and the Contractor. Ensure that the Technology Solution Contract references the proper Master Contract for the Contractor. This document incorporates the Contractor’s quote or purchase document along with a mutually agreed upon Statement of Work which define the specifics of the services ordered.

Attached below is a template of the Technology Solution Contract for use with Master Contract 07814 to be edited by the Purchaser.



# Schedule B

**Statement of Work**

The Statement of Work is an attachment to the Technology Solution Contract that further defines the work to be completed by the Contractor for the Purchaser. This document defines the steps, methodology, deliverables, schedule, and acceptance criteria of the work to be performed. The Statement of Work can also define the payment schedule based on the tasks completed.

Attached below is a template Statement of Work for Master Contract 07814 to be edited by the Purchaser.



# Schedule C

**Business Associate Agreement**

The Business Associate Agreement is used for HIPPA compliance between Purchasers that are Covered Entities as defined by 45 CFR § 160.103. For Purchasers that are Covered Entities or are transmitting or storing Protected Health Information, the Contract would be considered a Business Associate under HIPPA and must comply with HIPPA security regulations. These terms are defined in 45 CFR § 160.103. For clarification on HIPPA application and requirements speak with your legal counsel.

Attached below is a template Business Associate Agreement for Master Contract 07814 to be edited by the Purchaser.

