



## Idaho Division of Purchasing

### Statewide Blanket Purchase Order

#### Purchase Order Summary

**Purchase Order Name:** Enterprise Content Management (ECM)  
**Contract Number:** SBPO20231555  
**Contract Value:** 5,000,000.00 USD  
**Purchase Order Date:** 2/2/2023  
**Submitted By:** Bob Morlan

#### Instructions

#### NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

This Contract is for Enterprise Content Management, awarded on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327, pursuant to RFP RFP20221660. This Contract shall be for the period noted above, and may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the RFP.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Alexis Blue

Phone: +1 800-342-2633

E-mail: [bids@mccinnovations.com](mailto:bids@mccinnovations.com)

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this SBPO will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This SBPO, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This SBPO
2. The State of Idaho's sourcing event, RFP20221660
3. The Contractor's signed Proposal

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**Special Instructions:**

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**Signature** :Bob Morlan

Robert L.

**Signed By** : Morlan

Digitally signed by  
Robert L. Morlan  
Date: 2023.02.02  
13:30:18 -07'00'



**STATE OF IDAHO  
DIVISION OF PURCHASING  
FOR  
OFFICE OF INFORMATION TECHNOLOGY SERVICES**

**Request for Proposal (RFP) 20221660  
Enterprise Content Management (ECM)**

**1. RFP ADMINISTRATIVE INFORMATION**

RFP Title:	State Standard Enterprise Content Management
RFP Project Description:	Electronic content management (ECM) of a variety of agency documents used to support business processes.
RFP Lead:	Bob Morlan, Purchasing Supervisor Division of Purchasing <a href="mailto:Bob.morlan@adm.idaho.gov">Bob.morlan@adm.idaho.gov</a> 208-332-1611
Submit electronically via IPRO:	Electronic Submission <a href="#">IPRO LOGIN</a>
Pre-Proposal Conference	Via Microsoft Teams
Deadline to Receive Questions	July 20, 2022 at 11:59:59
RFP Closing Date:	See IPRO Header Document
RFP Opening Date:	10:30 am MT the business day following RFP Closing Date
Presentation Target Dates:	Week of September 12, 2022
Target Award Date:	Week of September 26, 2022
Initial Term:	Five (5) years. Upon mutual, written agreement, the Contract may be renewed, extended or amended. The anticipated total Contract term is ten (10) years.

**THE ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 5 OF THE STATE’S STANDARD CONTRACT TERMS AND CONDITIONS WILL APPLY TO THE CONTRACT(S) THAT RESULT FROM THIS SOLICITATION.**

# 1 OVERVIEW

## 1.1 Purpose

The Office of Information Technology Services (ITS), by and through the Division of Purchasing (DOP), is requesting Proposals from qualified vendors for a State Standard Enterprise Content Management (ECM) System as detailed in this Request for Proposal (RFP). The purpose of this competitive RFP is to maximize the value received by the state of Idaho (“the State”) with attendant benefits to the citizens.

## 1.2 Background

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## 1.3 General Solicitation Instructions

1.3.1 This Solicitation is issued by the State via the State’s eProcurement system, IPRO (<https://purchasing.idaho.gov/information-for-vendors/>). The Solicitation includes all sections of the IPRO Sourcing Event and all attachments. From the issue date of this RFP until a contract is awarded or the RFP is cancelled, vendors are prohibited from communications regarding this RFP with ITS staff or other state employees or officials other than the RFP Lead and Division of Purchasing, except during formal solicitation events (including the pre-bid conference, demonstrations, and negotiations) or challenges defined in Idaho Code 67-9232.

1.3.2 If it becomes necessary to revise any part of this RFP, amendments will be posted to IPRO. It is the vendor’s responsibility to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this RFP will not be relied upon. All changes to this RFP must be in writing and posted to IPRO to be effective.

# 2 SOLICITATION PROCESS

## 2.1 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at the location and time indicated in the RFP Administration Information on page 1 of this RFP. This will be your opportunity to ask questions with the Agency and DOP staff. All parties interested in submitting a Proposal are invited to participate by calling in. Those choosing to participate must pre-register to receive phone and meeting details by submitting the completed **Attachment 1 - Pre-Proposal Conference Registration Form** via email to the RFP Lead by Wednesday July 13, 2022, at 1 p.m. Mountain Time. Attendance is limited to three (3) representatives per vendor. Any oral answers given by the State during the pre-proposal conference are unofficial and will not be binding on the State. Conference attendance is at the vendor’s expense; failure to attend shall not relieve the Offeror of the obligation to meet the requirements of this RFP.

## 2.2 Inquiries

Questions and other correspondence must be submitted using the IPRO Q & A Board or in writing to the RFP Lead using **Attachment 2 – Bidder Questions**. QUESTIONS MUST BE RECEIVED BY 11:59:59 PM MOUNTAIN TIME ON THE DATE LISTED IN THE RFP ADMINISTRATION INFORMATION. Official answers to all written questions will be posted to IPRO utilizing the Q & A Board or as an Amendment to the RFP. Response times for answering questions may vary. The State will make every effort to answer questions

in a timely manner; however, the State will not guarantee a specific response time and does not guarantee that questions will be answered in the order received.

**2.3 Requested Modifications and Specification Appeals**

2.3.1 Requested Modifications. Any request to modify the contract terms found in the Prerequisite section of IPRO (State of Idaho Standard Contract Terms and Conditions and Special Terms and Conditions) or any requirements in this RFP must be submitted in writing using **Attachment 3 – Modifications and Exceptions Form** by the deadline for submitting questions, identified in the RFP Administration Information on page 1 of this document. The State will not consider proposed modifications after the date and time set for submitting questions. The State cannot agree to material changes to the requirements, terms, or conditions after the RFP closes. Proposals which are conditioned on the State accepting terms and conditions not found in the RFP or which take exception to the State’s terms and conditions, will be found non-responsive and no further consideration will be given to the Proposal.

2.3.2 Specification Appeals. Any vendor, qualified and able to sell or supply the Property to be acquired, may submit a challenge to the Specifications in this RFP, as detailed in Idaho Code 67-9232(1). Vendors are encouraged, but not required, to submit questions as detailed in **Section 4** of this document prior to submitting a specification appeal.

**2.4 Evaluation and Award**

2.4.1 All Proposals will be reviewed first to determine if they meet the mandatory submissions requirements and specifications of the RFP as addressed in Sections noted with an (M) or (ME). Any Proposals not meeting the mandatory submission requirements or specifications may be deemed non-responsive and receive no further consideration. Note: IDAPA 38.05.01.074.03 and 38.05.01.091.05 allow the designated State official to waive minor informalities as well as minor deviations.

2.4.2 Technical Proposals

2.4.2.1 Each Technical Proposal (all sections of the Proposals excluding Cost) that has not been deemed non-responsive will be evaluated and scored by one (1) or more Technical Proposal Evaluation Committee(s) according to the Evaluation Criteria provided below.

2.4.2.2 Evaluation Criteria for Technical:

Scoring Criteria	Normalized Points (Max Possible)
Technical Proposal (Section 4.1 and 4.2)	700 points (total)
Experience and Qualifications (Section 4.1.1 and IPRO Questions)	200 points

Scope of Work Requirements (Section 4.1.2 and Appendix A) Part A: Functional Areas Part B: Project Approach Part C: Technology Overview Part D: Training Part E: Professional Services Part F: Legal Requirements/Business Assumptions	500 points
<b>TOTAL POINTS</b>	<b>700 points (total)</b>

2.4.2.3 The scores for the Technical Proposals will be normalized as follows: The Technical Proposal with the highest raw score will receive all available Technical Points: 700 points. The remaining Proposals will be assigned a proportional amount of the available Technical Points using the formula:

$$700 \quad \times \quad \frac{\text{raw score of Technical Proposal being evaluated}}{\text{highest raw technical score}}$$

### 2.4.3 Presentations

2.4.3.1 Following evaluation of Technical Proposals, the State may, in its sole discretion, invite one (1) or more top scoring Offerors to provide presentations. The State reserves the right to invite as many Offerors as it deems appropriate, based on the Technical Proposal evaluation scores. The State also reserve the right to invite additional Offerors to provide presentations after the initial round, in its sole discretion.

2.4.3.2 Presentations will take place remotely. It is anticipated that each presentation will include a software demonstration of the Offeror’s proposed ECM solution, with interactive discussion throughout. The presentation/demonstration will primarily focus on the Offeror’s response to the Scope of Work Requirements, but specific details on the presentation will be finalized after initial technical evaluation has occurred.

2.4.3.3 Presentations will not be scored separately. Following presentations, the Technical Proposal Evaluation Committee(s) will review the Technical Proposal evaluation scores for each Offeror and may adjust the Technical Proposal original unnormalized evaluation scores, as the committee(s) deem appropriate, based on the information provided during the presentations before re-normalizing.

2.4.4 Cost Proposal

**2.4.4.1** Cost Proposals will only be reviewed following completion of the Technical Proposal evaluations and presentations, if held. **Cost Proposals will only be evaluated if Offeror scores at least 60% out of the possible 700 points (i.e., 420 points or higher) on the technical scoring, prior to normalization.**

2.4.4.2 Evaluation Criteria for Cost:

Scoring Criteria		Normalized Points (Max Possible)
Cost Proposal (Section 4.3)		300 points (total)
	Total Initial Term Cost (for first five years)	150 points
	Total Renewal Cost (for annual renewals for the next five years)	125 points
	Professional Services Hourly Rate	25 points
<b>TOTAL POINTS FOR COST</b>		<b>300 points (total)</b>

2.4.4.3 Points for the Cost Proposal evaluation will be normalized as follows: The Cost Proposal evaluation will be based on the above-mentioned criteria. The Cost Proposal with the lowest cost for each area will receive all available Cost Points for that area. The remaining Proposals will be assigned a proportional amount of the available Cost Points using the formula:

$$\text{Max Points for an Area} = 300 \times \frac{\text{lowest Total Cost for Each Area}}{\text{Total Cost for Each Area being evaluated}}$$

2.4.5 Responsibility. Pursuant to IDAPA 38.05.01.081, the RFP Lead may, in the State’s sole discretion, require the apparent high-point Offeror to provide documentation to demonstrate its responsibility. The RFP Lead may request documentation including, but not limited to: credit or financial reports and customer references. Failure to provide requested documentation may result in the Offeror being deemed non-responsive. Nothing herein shall prevent the State from using other means to determine Offeror’s responsibility.

2.4.6 Award. Award of contract(s) will be made to the responsive and responsible Offeror providing the overall best value as determined by receiving the highest number of normalized Total Points

(see **Section 2.4.3.2**). The State reserves the right to award multiple contracts pursuant to Idaho Code section 67-9211.

### **3 SUBMISSION REQUIREMENTS AND INSTRUCTIONS**

#### **3.1 General Instructions**

- 3.1.1 Proposals must be submitted electronically via IPRO, as detailed in **Section 3.3**.
- 3.1.2 Offerors must complete all mandatory sections of this Solicitation. Failure to respond to a mandatory section, to meet mandatory specifications, or to provide required information, may result in your Proposal being deemed non-responsive.
- 3.1.3 Alternate proposals are not allowed.
- 3.1.4 All uploaded files must be in Microsoft Word or Excel format; the only exceptions are for financial documents, brochures, or other information only available in an alternate format.

#### **3.2 Trade Secrets and Non-Public Information**

- 3.2.1 The Idaho Public Records Act, Idaho Code title 74, chapter 1 (the “Act”) defines trade secrets to “include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.” The Act also defines other records that may be exempt from public disclosure. In addition to marking each page of the document with a trade secret or other exemption notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Offerors must also:
  - 3.2.2 Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” or “exempt from disclosure” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” or “exempt” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret” or “exempt from disclosure.”
  - 3.2.3 Provide a separate document entitled “List of Redacted Trade Secret and Exempt Information” which provides a succinct list of all trade secret and exempt information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State’s procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how exempting the material complies with the Act.
  - 3.2.4 Submit a redacted copy of the Proposal with all trade secret and exempt information removed or blacked out. The redacted copy must be submitted electronically, with the word “redacted” in the file name, whether the Proposal is submitted manually or electronically.

#### **3.3 Electronic Submission via IPRO**

- 3.3.1 Respond to all mandatory questions as directed, including uploading required documents. Be sure to carefully follow instructions and provide all required information.
- 3.3.2 Enter pricing information in the Items section of IPRO (see more information in **Section 4.3**).
- 3.3.3 The Offeror for Proposal evaluation and award purposes is the entity profile under which the Proposal is submitted in IPRO, which must be the same legal entity presented in the uploaded response materials. If the entity identified in the Cover Signature Page (see **Question 4** in the Question section of IPRO) differs from the profile under which the Proposal is submitted in IPRO, the RFP Lead may work with the Offeror to take such actions as are necessary to correct the irregularity.

### **3.4 Proposal Format**

- 3.4.1 These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.
- 3.4.2 Table of Contents. Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major sections.
- 3.4.3 Format
  - 3.4.3.1 Offerors are strongly cautioned against including website links or imbedded documents in the Proposal; the State will not be responsible for the RFP Lead or any evaluator's failure to consider information outside of or imbedded in the Proposal.
- 3.4.4 Evaluation Codes
  - (M) Mandatory Response – Failure to respond to any (M) section, or to comply with any mandatory specification or requirement may result in the Offeror's Proposal being deemed non-responsive, in which case no further evaluation will occur.
  - (ME) Mandatory and Evaluated Response – failure to respond to any (ME) section, or to comply with any mandatory specification or requirement in an (ME) section may result in the Offeror's Proposal being deemed non-responsive, in which case no further evaluation will occur. Offeror must respond to these sections as directed; points will be awarded based on predetermined criteria.
  - (E) Evaluated Response – a response is desired and will be evaluated. If Offeror cannot meet the requirement, or chooses not to respond for any reason, zero (0) points will be awarded for the section. If Offeror responds, points will be awarded based on predetermined criteria.

The State reserves the right to seek clarification on any (M), (ME), or (E) requirement.

## 4 CONTENT OF PROPOSAL

### 4.1 Offeror Experience and Qualifications

4.1.1 Proposal Response. Respond to Questions 1.1 – 1.5 and 2.1 – 2.4 in the Questions section in IPRO to provide detailed information about Offeror’s experience and qualifications.

### 4.2 Scope of Work

4.2.1 Proposal Response. Respond to the Scope of Work Requirements as detailed in Appendix A – Scope of Work.

### 4.3 Cost

4.3.1 As indicated in Section 2.4.5, cost will be comparatively scored between offerors based on the following areas: total initial term cost, total renewal cost, and professional services hourly rate.

4.3.2 Offered Price (i.e., total cost). Submit your offered price by completing the Cost Sheet in the Items section of IPRO. The offered price for all areas must be **fully burdened** to include all costs including, but not limited to: overhead, administrative costs, salaries, taxes, travel expenses, profit, etc. No separate “à la carte” costs will be considered.

4.3.3 Price Adjustments. Either party will be permitted to request a price adjustment. All price adjustments will be reviewed sixty (60) days prior to the renewal date. The parties will have to mutually agree on a price adjustment before it becomes effective.

## Appendix A – Background and Scope of Work

### Background

The State of Idaho (“the State”) seeks to contract with an Enterprise Content Management (“ECM”) provider (also “offeror”) to be the State Standard, capable of serving a variety of public entities with differing functional requirements.

- The solution should be an off-the-shelf, on-premises solution with hybrid cloud capability.
- All new implementations, replacements for legacy and out of support ECM systems, and replacements of systems where cost effective to standardize will utilize the ECM solution awarded as a result of this solicitation.
- The State desires an effective way to purchase licensing and professional services that include migration of data, creation of workflow automation, training, consulting, business analytics, and requirements gathering.

There are approximately 162 public entities in Idaho, with a total of approximately 20,600 users. In general, all 162 public entities would have the option to utilize any contract awarded but are not required to do so and there is no guarantee of any minimum usage under any contract awarded. With that being said, there are twenty (20) core departments which are most likely to use any contract awarded. These departments are listed in state statute as follows:

<https://legislature.idaho.gov/statutesrules/idstat/Title67/T67CH24/SECT67-2402/>

Content as used in the scope of an ECM solution can generally be divided into categories:

- Documentation created as part of business processes, such as applications, forms, case files, determinations, quotes, invoices, evidence, and more.
- Archived records, such as determinations, orders, correspondence, reports, statements, and more.

Some public entities retain this content in paper form which consumes large amounts of space, requires large amounts of workforce labor, and is costly to duplicate and deliver to constituents and stakeholders. There is also risk and liability due to the potential for inadvertent permanent destruction or difficulty to secure access.

Many public entities have some form of ECM but have different capabilities for automation as well as varied architectures. Many public entities use different technologies. This results in greater cost to maintain disparate systems that require differing skill sets. Cost of labor increases as we seek talent with many skill sets, or we are forced to train staff to be adept in multiple redundant technologies.

Offerors should be aware that most public entities are currently operating with limited staff who have many responsibilities beyond ECM and business automation. In addition, staff experience in this area varies. The State expects that proposed solutions account for implementing ECM solutions with minimal agency involvement.

## Scope of Work Requirements

As part of an Offeror's proposal, please provide a detailed response to Parts A to F below:

- **Part A: Functional Areas**
- **Part B: Project Approach**
- **Part C: Technology Overview**
- **Part D: Training**
- **Part E: Professional Services**
- **Part F: Legal Requirements/Business Assumptions**

Evaluation Codes (M, ME, E) are defined in Section 3.4.4 Evaluation Codes.

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### **Part A: Functional Areas**

Each Offeror must provide a detailed response on how its proposed ECM solution complies with the following areas of functionality:

1. Administration
2. Analytics and Reporting
3. Business Application Enablement
4. Capture
5. Collaboration
6. Content Management
7. Content Security
8. Delivery Model
9. Information Governance
10. Metadata and Classification
11. Platform
12. Productivity
13. Search
14. System Security
15. Workflow and Process

1. Administration

1.1. **(ME)** Describe how the solution fulfills mandatory Administration requirements.

<b>Mandatory Criterion</b>	<b>Description</b>
Unified administration console	A single enterprise administrative console that provides access to all administrative functions.
User/Group administration	An administrative console for managing user accounts. An administrative console for managing group creation and user membership.

Solution management	An administrative console for defining and managing content security, retention, search, cache, and performance. The primary consoles must allow for multi-tiered delegated administration.
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1.2. **(E)** Describe any additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, Administration-focused user forum, Billback integration, or Rule management console, etc. If an Offeror’s solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror’s value-added functionality benefits the State when assigning points for this category.

## 2. Analytics and Reporting

2.1. **(ME)** Describe how the solution fulfills mandatory Analytics and Reporting requirements.

Mandatory Criterion	Description
Configurable business reports	A service to enable authorized users to create, edit and manage custom business reports.

2.2. **(E)** Describe any additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, Process analytics dashboard, etc. If an Offeror’s solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror’s value-added functionality benefits the State when assigning points for this category.

## 3. Business Application Enablement

3.1. **(ME)** Describe how the solution fulfills mandatory Business Application Enablement requirements.

Mandatory Criterion	Description
Business Application Integration	The ability to integrate with business applications such as Customer Relationship Management (CRM), service ticketing, or case management.
Adobe Sign Integration	An integration component for Adobe Sign to support the provision of digital signatures.

3.2. **(E)** Describe any additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, Outbound and inbound Ivanti integration, other electronic signature solutions in addition to Adobe Sign, etc. If an Offeror’s solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror’s value-added functionality benefits the State when assigning points for this category.

## 4. Capture

4.1. **(ME)** Describe how the solution fulfills mandatory Capture requirements.

<b>Mandatory Criterion</b>	<b>Description</b>
Manual and Automatic bulk import by end-user	Facilities to enable the bulk import and export of content, defined and launched by an end user. Facilities to enable the automatic bulk import and export of content, based on rules defined by an end user.
Capture from fax, email, instant messaging, web services, file shares, application, or external repository	Services that provide the automated capture, ingestion and processing of content via a fax channel, email, instant messaging, web services, file shares, application, or external repository.
Text Optical Character Recognition (OCR)	OCR recognition services to capture data in a digital form from text in image sources.
Bar code recognition	Bar code services to capture such in a digital form from image-based barcode sources.
Automatically classify and index images	Services that provide the automated capture, ingestion and processing of content from images

4.2. **(E)** Describe any additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, IOS or Android mobile capture, PC or Mac image capture, Page management, or Image enhancement, etc. If an Offeror’s solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror’s value-added functionality benefits the State when assigning points for this category.

5. Collaboration

5.1. **(ME)** Describe how the solution fulfills mandatory Collaboration requirements.

<b>Mandatory Criterion</b>	<b>Description</b>
Comments and annotation on folder, file, and workspace level	The ability for users to associate and manage comments at a folder, file and workspace level. The ability to annotate content with comments, observations and visualizations without affecting the original, underlying content

5.2. **(E)** Describe any additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, Internal and external URL and folder sharing, etc. If an Offeror’s solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror’s value-added functionality benefits the State when assigning points for this category.

6. Content Management

6.1. **(ME)** Describe how the solution fulfills mandatory Content Management requirements.

<b>Mandatory Criterion</b>	<b>Description</b>
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Content versioning	The ability to create new versions of content and access previous versions.
Document, image, and video viewer	The provision of a document viewer that streams the document content and supports all common document, image, and video formats.
Manual and silent check-in/out	The ability for end users to check in and check out content. The automatic check-out and check-in of content as users open and close content.

6.2. **(E)** Describe any additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, Edit collision detection, etc. If an Offeror’s solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror’s value-added functionality benefits the State when assigning points for this category.

## 7. Content Security

7.1. **(ME)** Describe how the solution fulfills mandatory Content Security requirements.

<b>Mandatory Criterion</b>	<b>Description</b>
Read permission	The provision of controls for the definition and application of permissions at a user or group level to access (read) content and metadata.
Edit permission	The provision of controls for the definition and application of permissions at a user or group level to edit (write) content and metadata.
Delete permission	The provision of controls for the definition and application of permissions at a user or group level to remove (delete) content and metadata.
Print/download permission	The provision of controls for the definition and application of permissions at a user or group level to print and download content and metadata.
Content-aware Data Loss Prevention (DLP)	The provision of DLP features, which enable administrators to configure rules to identify sensitive information and associated policies (including available actions, notifications and alerts).
Security policy inheritance	The ability to define the inheritance of security controls; for example, at a folder or logical container level.
Object-level access control	The ability to define security controls at an individual object level (for example, to a file or folder).
Encryption for data in transit	Services to ensure content is encrypted whilst in transit.
Native and selective repository encryption	The ability to define and implement encryption of the entire content repository and/or selective areas.
Physical redundancy	Provide the ability for documents and images to be stored in more than one physical location to facilitate redundancy with automatic fail-over and failback

7.2. **(E)** Describe any additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, Permission change auditing, etc. If an Offeror’s solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror’s value-added functionality benefits the State when assigning points for this category.

8. Delivery Model

8.1. **(ME)** Describe how the solution fulfills mandatory Delivery Model requirements.

Mandatory Criterion	Description
Private cloud	The ability to host the service in a private cloud environment (for example, running on a third-party infrastructure as a services (IaaS) platform). Data must not leave continental US.
On-premises	The ability to host the service on-premises.
Microsoft SQL server support	For a private cloud or on-premises solution, the provision of Relational Database Management System (RDBMS) components which can be deployed on Microsoft SQL Server.
Windows support	For a private cloud or on-premises solution, the provision of server-side components, which can be deployed on Windows Server.

8.2. **(E)** Describe any additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, Managed hosted service or Hybrid capabilities, etc. If an Offeror’s solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror’s value-added functionality benefits the State when assigning points for this category.

9. Information Governance

9.1. **(ME)** Describe how the solution fulfills mandatory Information Governance requirements.

Mandatory Criterion	Description
Health Insurance Portability and Accountability Act (HIPAA) compliance	HIPAA compliance with signed Business Associate Agreement (BAA) for the service.
Payment Card Industry Data Security Standard (PCI DSS) compliance	PCI DSS compliance for the service.
Criminal Justice Information Systems (CJIS) compliance	CJIS compliance for the service
Social Security Administration (SSA) compliance	SSA compliance for the service

Internal Revenue Service (IRS) compliance	IRS compliance for the service
Audit trail	The provision of an audit trail that describes all user and system activities.
E-discovery	The provision of native e-discovery capabilities that allow authorized users to discover information and, if necessary, bypass existing retention rules (for example, by a legal hold) for a temporary period.
Record auditing	The system tracks when a record or its metadata has been accessed or read and logs it in an audit log.
Audit trail protection	Services that enable auditing, tracking and reporting of transactions that occur within the system in a robust form that cannot be tampered with or altered.
Bulk record import	The ability to import new records from other repositories and automatically assign the appropriate record policy.
Retention/record policy inheritance	The ability for documents and folders to have a defined records or retention policy based on a record keeping file plan or predefined folder structure.
Disposition rules	Records management to include disposition rules triggered by event based or time-based disposition. A certificate of disposition for documents to be provided along with an audit trail of who approved the disposition

9.2. **(E)** Describe any additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, FedRAMP compliance, Metadata-driven data residency, or Native repository legal hold, etc. If an Offeror’s solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror’s value-added functionality benefits the State when assigning points for this category.

10. Metadata and Classification

10.1. **(ME)** Describe how the solution fulfills mandatory Metadata and Classification requirements.

Mandatory Criterion	Description
Metadata capture during import	The ability for users to add metadata or tags to content during the import process
Centralized metadata management	The system has centralized administration capabilities to define content types and metadata and have them applied to all appropriate content in the system. Users are not required to create metadata definitions themselves.

10.2. **(E)** Describe any additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, Mandatory metadata, metadata picklists and default rules, etc. If an Offeror’s solution does not have these specific

examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror’s value-added functionality benefits the State when assigning points for this category.

11. Platform

11.1. **(ME)** Describe how the solution fulfills mandatory Platform requirements.

Mandatory Criterion	Description
Open, complete Application Programming Interface (API) and Software Development Kit (SDK)	The platform includes an open, documented customer- and partner-accessible API that supports standard system functions such as read, write, delete of content and metadata, versioning, and check in and check out. Preference is for REST API. SDK provided to build custom integrations
Content migration tools	The vendor offers content migration tools that support bulk import of content.
Encrypted data at rest	The system encrypts data when stored on-premises or within the native repository.
Accessibility	The vendor includes documentation to meet accessibility requirements. The platform meets United States General Service Administration (GSA) Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0 Level AA compliance for accessibility.
Scalable data repositories	Ability to exploit increasing computing resources effectively in multiple repositories use cases.
Robust server architecture	Support multiple application servers in a load-balanced configuration environment for redundancy

11.2. **(E)** Describe additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, WebDAV support, Content Management Interoperability Services (CMIS) support, form builder, or multi-year product support plans etc. If an Offeror’s solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror’s value-added functionality benefits the State when assigning points for this category.

12. Productivity

12.1. **(ME)** Describe how the solution fulfills mandatory Productivity requirements.

Mandatory Criterion	Description
Browser client	The system has a web-based, HyperText Markup Language (HTML) 5-compliant, mobile browser user interface.
Microsoft Office 365 integration	Content can be accessed by other Office 365 applications <u>including beyond</u> SharePoint and OneDrive for Business.

Microsoft Outlook integration	The system has an integration to Microsoft Outlook using a plug-in. Outlook is able to attach files from the system to emails and has the ability to save emails and attachments in the system.
Microsoft desktop client integration	The system has an integration to Microsoft Office desktop clients (Word, PowerPoint and Excel), using a plug-in that allows for file saves to the system.

12.2. **(E)** Describe additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, Digital signature support, Drag and Drop support, IOS and Android client app, or Adaptive User Interface (AUI) based on form factor or role. Etc. If an Offeror's solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror's value-added functionality benefits the State when assigning points for this category.

### 13. Search

13.1. **(ME)** Describe how the solution fulfills mandatory Search requirements.

Mandatory Criterion	Description
Enterprise search	The system provides for a robust enterprise or federated search, and search across multiple content repositories from a single index. Results are returned in an order based on the entire collection rather than an individual repository or grouped by source repository.
Search refinement	The ability to refine search results by attributes such as location, file type, etc.
Reliable index freshness	Search index has minimal latency. New content is indexed at ingestion.

13.2. **(E)** Describe additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, Proactive insight or Natural language query support. etc. If an Offeror's solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror's value-added functionality benefits the State when assigning points for this category.

### 14. System Security

14.1. **(ME)** Describe how the solution fulfills mandatory System Security requirements.

Mandatory Criterion	Description
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Access and activity audit	The system maintains a log of all access and activities with the ability to define what activities are included and excluded from the log. Activities to include unauthorized access attempts.
Single sign on	The platform supports single sign on (SSO)
Identity management, Security Assertion Markup Language (SAML), Lightweight Directory Access Protocol (LDAP)/Active Directory (AD), OAuth 2.0, System for Cross-Domain Identity Management (SCIM), Kerberos Network Authentication Protocol	The system supports: SAML, a standard for exchanging security information between systems. LDAP and AD for sharing of security groups and roles. OAuth 2.0 for web-based access. SCIM for cross-domain identity management. Kerberos authentication.
Transport Layer Security (TLS) support	The system offers 256-bit encryption over TLS for content and interfaces.

14.2. **(E)** Describe additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, Mobile app password protection or Multifactor authentication, etc. If an Offeror’s solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror’s value-added functionality benefits the State when assigning points for this category.

## 15. Workflow Process

15.1. **(ME)** Describe how the solution fulfills mandatory Workflow Process requirements.

Mandatory Criterion	Description
Complex workflows	The system supports complex workflows. This includes parallel tasks, alternate reject paths (not one step back), voting logic for approvals, load balancing, etc.
Workflow forms	Workflow supports custom forms for executing workflow tasks. For example, a custom data collection form.
Graphical workflow designer	The system includes tools for graphically creating and editing workflows (a set of manual and automatic tasks and associated routing rules).

15.2. **(E)** Describe additional value-added features that your proposed solution would provide, which would distinguish it from the competition. For example, Workflow task list, Business rules, Scheduled and Event drive workflow activities, Global and end user workflow monitoring, or Task delegation, Low code/No code application development platform, etc. If an Offeror’s solution does not have these specific examples as value-added features, that is not a disqualifying event, these examples are being provided for illustrative purposes only, and the State will consider how an Offeror’s value-added functionality benefits the State when assigning points for this category.

## **Part B: Project Approach (E)**

1. Describe your migration methodology.
2. Describe your implementation methodology.
3. Propose a project plan and timeline for how you would move forward with the following (if selected for contract award):
4. Properly leverage current architecture and resources;
5. Performing migration work at 99.99% accuracy; and
6. Accurately creating workflow automation that replaces manual business processes.
7. Briefly explain any additional information about your approach to this project, which may be helpful.

### **Part C: Technology Overview (E)**

1. Provide an overview of all the technology components (software and hardware) that are included in the proposal, including a high-level architecture overview.
2. Describe the mechanisms by which your product can be configured and customized, indicating the types and levels of skills required for each mechanism.
3. Provide an overview of how information within your solution is secured.
4. Provide a roadmap for the products included in this proposal for the next five years.
5. Describe the patching and upgrade cycles for the products included within this proposal.
6. Describe your approach to change management.
7. Describe which third-party software packages are required for the solution to function correctly (for example, application servers, web servers, databases, agents or clients for backup, or software distribution and security), and indicate which elements of this are included in the proposal.
8. Indicate whether all source code for the application will be made available to the State of Idaho or, if it will not be available, then describe the software escrow service used, giving contact information and company policy regarding software escrow updates.

### **Part D: Training (E)**

An Offeror must include administrator training as part of its all-inclusive ECM solution price. Please describe your approach to training, including the specific training which would be included as part of the proposed solution.

### **Part E: Professional Services (E)**

The State may need hourly professional services for migration, creation of workflow processes, and consulting. As needed, each project will be scoped for the estimated number of hours necessary prior to the State issuing purchase orders for the services. Please explain any available professional services and include any such optional hourly pricing as part of the response to the cost section.

***\* Please Note - Mandatory Requirement for Professional Services (M)***

*All Professional Services are to be provided in compliance with individual agency policies which may stipulate working hours, attended access, background checks, and geographic location of contracted staff. The awarded provider may not increase prices for these compliance requirements.*

1. *Working hours are 7am-6pm Mountain*
2. *Attended access mean the contracted staff will be observed by state employees in person or remotely while services are provided and/or automatic logging, recording, or auditing may be used for observation.*
3. *Geographic staff location compliance, when required, is generally satisfied by staff within the continental US.*

**Part F: Legal Requirements/Business Assumptions**

1. Legal Compliance:  
**(M)** The ECM must comply with Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), and all other applicable federal, state, and local requirements.
2. Subcontractors:  
**(M)** The State will contract solely with the awarded Offeror(s) (the prime contractor(s)). Subcontractors/partners are the sole the responsibility of the prime contractors and are bound by all terms and conditions of the RFP and associated awarded contracts with prime contractors.
3. Other Business Assumptions:  
**(E)** Please explain any other business assumptions that you have made, in proposing this ECM solution, which have not been addressed elsewhere.

**ATTACHMENT 1 – PRE-PROPOSAL CONFERENCE REGISTRATION FORM**  
RFP20221660 Enterprise Content Management (ECM)

<b>PRE-PROPOSAL CONFERENCE</b>	Wednesday July 13, 2022 1 p.m. Mountain Time
<b>ITS</b>	RFP20221660 Enterprise Content Management (ECM)

**Oral Information:** Questions concerning an RFP must be directed in writing to the RFP Lead in the time period prescribed in the RFP document. Vendors are cautioned against relying on any verbal information and do so at the Vendor’s sole risk. The RFP may only be amended by written documentation posted to the state’s eProcurement System, IPRO.

Potential Offerors choosing to participate in the Pre-Proposal Conference **must pre-register** by submitting this completed form, via e-mail, to the RFP Lead at [bob.morlan@adm.idaho.gov](mailto:bob.morlan@adm.idaho.gov) . After the RFP Lead receives your form and the registration deadline passes, you will be provided with phone conferencing and meeting details. Please indicate in the appropriate column if your attendance will be by phone. Attendees are asked to register for the Pre-Proposal Conference no later than 3 p.m., **Mountain Time**, Tuesday July 12, 2022.

**PLEASE PRINT:**

<b>Name</b>	<b>Company</b>	<b>Email Address</b>	<b>Phone Number</b>	<b>By Phone</b>

**ATTACHMENT 2 – OFFEROR QUESTIONS**  
RFP20221660 Enterprise Content Management (ECM)

**Instructions:**

DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY’S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the “RFP Section” field (column 2). If the question is a general question not related to a specific RFP section, enter “General” in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment 1”) in the “RFP Section” (column 2), and the attachment page number in the “RFP page” field (column 3).
3. Do not enter text in the “Response” field (column 5). This is for the State’s use only.
4. Once completed, this form must be submitted using the IPRO Q & A Board or by email to the RFP Lead. The e-mail subject line is to state the RFP number followed by “Questions.”

RFP20221660 Enterprise Content Management

Question	RFP Section	RFP Page	Question	Response
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**INSURANCE REQUIREMENTS:** Prior to starting work under the contract (or as otherwise designated by the Purchasing Activity), the Contractor must provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the requisite time period may be cause for cancellation of the contract.

Contractor shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, Contractor will keep in force all required insurance until the Contract is terminated.

1.1 Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

1.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

1.2 Commercial Automobile and Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

1.2.1 Bidder or offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid or proposal if the bidder or offeror will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request. If the bidder or offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, the State of Idaho may not consider the request.

1.3 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$100,000 each accident for bodily insurance by accident, \$500,000 disease policy limit, and \$100,000 disease, each employee.

1.3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

1.4 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

1.4.1 The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

1.4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

1.5 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

1.6 Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

1.7 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that

the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability

1.8 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

#### Information Security/Cyber Liability

For work that includes technology consultants, cloud based computing, data storage, payment processing, personal protected information, etc., contractor shall maintain Cyber Insurance covering claims resulting from wrongful acts committed in the performance of, or failure to perform, all services under the agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

This coverage is to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

#### Recommended Limits for Minor Contracts or Minimal Exposure

Each Occurrence – \$1,000,000

Network Security / Privacy Liability –\$1,000,000

Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate

Technology Professional E&O – \$1,000,000 (Only applicable for Vendors supplying IT consulting services)

#### Recommended Limits for Average Exposure Contracts

Each Occurrence – \$3,000,000

Network Security / Privacy Liability –\$3,000,000

Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate

Technology Professional E&O – \$3,000,000 (Only applicable for Vendors supplying IT consulting services)

# APPENDIX A – IDAHO TERMS AND CONDITIONS BACKGROUND AND LIMITATIONS

RFP20221660 Enterprise Content Management (ECM)

## **Idaho Terms and Conditions – Background**

The Division of Purchasing issues solicitations on behalf of State of Idaho agencies. As public entities, the Division and the agencies it serves are subject to statutes, rules and policies that result in terms and conditions unlike those common in contracts between private parties. The Division of Purchasing does not have authority to vary many of these terms and in some instances variations are void under Idaho law. See IDAPA 38.05.01.112.

Idaho is not unique. Many of the terms in the State of Idaho Standard Terms and Conditions are similar to terms offered by most federal, state, and local government agencies. Vendors who seek to work with government agencies should become familiar with these terms. The discussion below is provided to assist you in becoming familiar with the legal and policy basis for the terms and to provide information for you to evaluate the risks and benefits of working with public entities.

## **Termination – Costs of Re-procurement**

The State of Idaho Standard Terms and Conditions provision concerning termination specifically identifies the costs of re-procurement as a damage arising from a breach of the contract by a vendor. This damage is identified because of the public agency budgeting process and the competitive solicitation process required by Idaho’s purchasing laws. The Idaho purchasing laws provide a preference for open, competitive procurements. These procurements come at a cost to the agency, which is generally included in the agency budget requested from the Idaho Legislature more than twelve months prior to incurring the expense. Unlike a private business, public agencies cannot independently pass through the costs of re-procurement to Idaho taxpayers, who are the customers of government. Instead, Idaho agencies must submit a request for the costs to the Idaho Legislature in a subsequent budget year, which is usually after the need to secure a replacement vendor for the breaching contractor arises. As a matter of public policy, the contractor whose breach caused the damage of requiring re-procurement must pay those costs at the time of breach so that the public can receive the benefit of the contract made on its behalf through re-procurement of a new contract. This policy is reflected in the State of Idaho Standard Terms and Conditions provision concerning termination and the Division of Purchasing does not generally vary this requirement.

## **Termination – Fiscal Necessity**

Idaho Constitution Article VII, section 11 prohibits an expenditure in excess of a legislative appropriation. Idaho Code section 59-1015 prohibits state agencies and officers from entering into contracts that create any expense or liability in excess of an appropriation. Idaho Code section 59-1016 provides that any such contract is void. IDAPA 38.05.01.112 contains the same provisions. An appropriation can be reduced under Idaho law through “give backs” and “hold backs” issued by the executive branch. When the Division of Purchasing enters into a contract, it must contain the term allowing for termination for fiscal necessity to comply with these provisions. Variation of this term is not offered.

## **Anti-Discrimination/Equal Employment Opportunity**

Many of the Idaho agencies served by the Division of Purchasing receive federal funding that is subject to a requirement concerning a pass-through to vendors of the obligation to comply with federal civil rights and anti-discrimination laws. The pass-through obligation may extend beyond the specific federal funds

to all agency contracts. Variation of this term is not offered to prevent a breach of the State of Idaho's obligations under its agreements with the United States.

### **Taxes**

The State of Idaho Standard Terms and Conditions provision concerning taxes identifies that Idaho agencies are exempt from the payment of taxes and provides that the contractor is responsible for all taxes assessed against the contractor as a result of doing business with the State of Idaho. State agencies are not granted an appropriation to pay taxes due to the exemptions that apply to government agencies. As discussed above under the heading Termination – Fiscal Necessity, terms in excess of appropriation are void under Idaho law. Variation of this term is not offered.

### **Indemnification**

Many vendors request the State of Idaho offer an indemnification of the vendor. An indemnification is a promise to pay funds that have not been appropriated in the current budget year or that may occur in a future budget year that has not yet been appropriated by the Idaho Legislature. Idaho Constitution Article VII, section 11 prohibits an expenditure in excess of a legislative appropriation. Idaho Code section 59-1015 prohibits state agencies and officers from entering into contracts that create any expense or liability in excess of an appropriation. Idaho Code section 59-1016 provides that any such contract is void. IDAPA 38.05.01.112 contains the same provisions. Variation of this term is not offered.

In assessing the risk of doing business with the State of Idaho, vendors should consider the following. The State of Idaho has waived its sovereign immunity for torts as described in the Idaho Tort Claims Act, Idaho Code title 6 chapter 9. To the extent that the State or its employees have committed a tort, contractors have legal remedies available through that act. Tort liability is funded by the Idaho Legislature through an appropriation to the Retained Risk Program and appropriation issues do not arise in actions under the act. In addition, under existing Idaho court decisions, the State does not have sovereign immunity for contract claims arising from a properly entered contract. If the State is in breach of its contract obligations, contractors have the legal remedies available under any contract. Lastly, States are generally prohibited from the benefits of the federal bankruptcy laws. Unlike private companies, an indemnification clause is not required to preserve a remedy through the company's insurer should the company declare bankruptcy.

### **Public Records**

All Idaho agencies are subject to the Idaho Public Records Act, Idaho Code title 74, chapter 1. State agencies cannot by contract vary the requirements of the Act or agree to violate the Act by withholding records properly subject to release under the Act. The State of Idaho Standard Terms and Conditions provision concerning disclosure of public records has been drafted to allow contractors to designate records as exempt under the provision of the Act if the contractor agrees to defend that designation and to indemnify the State of Idaho for any costs and penalties imposed under the Act. Variation of this term is not offered.

### **Assignments**

Idaho code section 67-9230 prohibits the transfer of a contract issued by the Division of Purchasing without written approval by the Administrator and the Idaho Board of Examiners. At the option of the Administrator, a contract transferred in violation of this provision can be annulled. Idaho Code section 67-1027 provides that the Idaho Controller shall not pay an assignee of a contract if the assignment has not been approved by the Idaho Board of Examiners. The State of Idaho Standard Terms and Conditions

provision concerning assignment cannot be varied in a way that allows assignment without approval of the Administrator and the Idaho Board of Examiners.

### **Governing Law, Jurisdiction and Venue, Arbitration, Waiver of Jury Trial**

As a sovereign state, the State of Idaho is not subject to the jurisdiction of the courts of its sister states. The Idaho legislature has not consented to the waiver of this limitation by state agencies. The 11<sup>th</sup> amendment to the United States Constitution provides limitations on the jurisdiction of federal courts over claims against the State of Idaho. IDAPA 38.05.01.112, approved by the Idaho Legislature in 2015, provides that terms subjecting the State of Idaho to the jurisdiction of the courts of other states are void.

Agencies of the State of Idaho are subject to Idaho law and cannot vary the legal provisions governing the agency by contract. Based on this limitation, the Division of Purchasing will not consent to the application of laws other than the laws of the State of Idaho to all of a contract. Unless the agency certifies to the Division of Purchasing that it has consulted with the Office of the Attorney General and considered its advice, the Division of Purchasing will not consent to the application of laws other than the laws of the State of Idaho to a portion of the contract.

Idaho Code section 29-110 provides that any term of a contract subjecting a party to arbitration conducted outside the State of Idaho is void. IDAPA 38.05.01.112 requires that any agency must consult with the Office of the Attorney General prior to consenting to arbitration. At this time, the Office of the Attorney General does not generally advise agencies to consent to arbitration. Unless the agency certifies to the Division of Purchasing that it has consulted with the Office of the Attorney General and considered its advice, the Division of Purchasing will not consent to an arbitration provision.

IDAPA 38.05.01.112 requires that any agency must consult with the Office of the Attorney General prior to consenting to waiver of the right to a jury trial. At this time, the Office of the Attorney General does not generally advise agencies to consent to waiver of the right to a jury trial. Unless the agency certifies to the Division of Purchasing that it has consulted with the Office of the Attorney General and considered its advice, the Division of Purchasing will not consent to waiver of the right to a jury trial.

### **Payment Terms**

Idaho Code section 67-2302 establishes the general legal requirements for payments by Idaho agencies. Among other things, this section prohibits full payment on partial deliveries and establishes a statutory rate of interest and penalties on late payments. Idaho agencies cannot vary these terms by contract.

### **Limitations of Liability**

As a public entity representing Idahoans, requests to limit the liability of a contractor are considered as matters of public policy. Limitations of liability are authorized only when it is appropriate for the taxpayers of Idaho to bear the risk of the contractor's breach or where the limitation is in excess of any reasonable contractor liability under the contract. In general, it is the policy of the Division of Purchasing to expect contractors to secure insurance to provide for the reasonable risks of operating the contractor's business. As representatives of all Idahoans and a matter of public policy, the Division of Purchasing will not approve limitations of liability for death or personal injury or damage to real property.

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

**1. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-9203 or IDAPA 38.05.01.011.

A. Agency. All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Contract - Any state written agreement, including a solicitation or specification documents and the accepted portions of the solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

D. Contractor – A Vendor who has been awarded a Contract.

E. Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interest in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

F. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

G. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

H. Solicitation – An Invitation to Bid, a Request for Proposals, or a Request for Quotation issued by the purchasing activity for the purpose of soliciting Bids, Proposals, or Quotes to perform a Contract.

I. State – The state of Idaho including each Agency unless the context implies other state(s) of the United States.

J. Vendor – A person or entity capable of supplying Property to the State.

**2. TERMINATION:** The State may terminate the Contract (and/or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

**3. RENEWAL OPTIONS:** Notwithstanding any other provision in the Contract limiting or providing for renewal of the Contract, upon mutual, written agreement by the parties, the Contract may be extended under the same terms and conditions for the time interval equal to the original contract period, or for such shorter period of time as agreed to by the parties.

**4. PRICES:** Prices shall not fluctuate for the period of the Contract and any renewal or extension unless agreed to in writing by the State. Unless otherwise specified, prices include all costs associated with delivery to the F.O.B. Destination address identified in the Solicitation, as provided in Paragraph 17, Shipping and Delivery, below.

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5. ADMINISTRATIVE FEE:

A. Application of Administrative Fee:

1. All Statewide Blanket Purchase Orders (SBPO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the Contract (unless the SBPO is exempt), as follows:

- a. The prices to be paid by the State (the price BID by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

*For Example: If the total of Contractor's net sales to the Agency for one quarter = \$10,000, Contractor would remit \$10,000 x 0.0125 = \$125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

- b. Contractor will furnish detailed usage reports as designated by the State. In addition to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov), utilizing the State's Summary Usage Report Form.

c. Reporting Time Line (Fiscal Year Quarters):	Fee and Report Due:
1st Quarter July 1 - Sept 30	October 31 <sup>st</sup>
2nd Quarter Oct 1 - Dec 31	January 31 <sup>st</sup>
3rd Quarter Jan 1 - Mar 31	April 30 <sup>th</sup>
4th Quarter Apr 1 - Jun 30	July 31 <sup>st</sup>

2. Unless otherwise exempt, the Administrative Fee will apply regardless of how Contractor submits its response to the solicitation (i.e. manual (paper) or electronic via IPRO).

3. A Contractor's failure to consider the Administrative Fee when preparing its Solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor to the State as a result of an Award issued through IPRO.

B. Administrative Fee Exemptions:

- 1. Notwithstanding any language to the contrary, the Administrative Fee will not apply to Contracts with an original awarded value of \$100,000 or less.
- 2. The Administrative Fee will not apply to Purchase Orders (PO), Contract Purchase Orders (CPO) or Blanket Purchase Orders (BPO).
- 3. The Administrative Fee will not apply to Contracts issued without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), etc.
- 4. The Administrator of the Division of Purchasing may also exempt a specific solicitation or class of solicitations from the Administrative Fee requirement.

C. Payment of Administrative Fee:

Contractor will remit the Administrative Fee to the Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075, as follows:

- 1. SBPOs: Contractor will remit the Administrative Fee and Report for the prior quarter based on the schedule outlined in Paragraph 5.A.1.c., above.

D. Refund of Administrative Fee: In the event that a Contract is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or Effective May 6, 2021

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

returned when an item is rejected or returned, or declined, or the Contract cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

E. Failure to Remit Administrative Fees: If a Contractor fails to remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; exclude Contractor from participating in future solicitations; and/or suspend Contractor's IPRO account.

**6. CHANGES/MODIFICATIONS:** Changes of specifications or modification of the Contract in any particular manner can be affected only upon written consent of all parties. In the event that a typographical or other ministerial or clerical error is discovered, the State may correct such error after providing notice to the Contractor of its intent to make the clerical correction. A copy of the corrected Contract (or that portion of the Contract which contains correction(s)) will be provided electronically to the Contractor immediately after the correction(s) are made.

**7. CONFORMING PROPERTY:** The Property shall conform in all respects with the requirements of the State's Solicitation. In the event of non-conformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services. Additionally, upon notification by the State, the Contractor shall pay all costs for the removal of nonconforming Property from State premises.

**8. OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE:** In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with the Contract.

**9. CONTRACT RELATIONSHIP:** It is distinctly and particularly understood and agreed between the parties to the Contract that the State is in no way associated or otherwise connected with the performance of any service under the Contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of the Contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of the Contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under the Contract. The Contractor will maintain any applicable worker's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certificate of worker's compensation insurance may, at the State's option, result in cancellation of the Contract or in a contract price adjustment to cover the State's cost of providing any necessary worker's compensation insurance. The Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho, as evidence that the Contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. The State does not assume liability as an employer.

**10. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The Contractor is bound to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into the Contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to the Contract.

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**11. TAXES:** The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

### **12. GENERAL INDEMNIFICATION:**

A. Contractor's Indemnification. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Contract or Contractor's failure to comply with any state or federal statute, law, regulation, or rule during performance or applicable to the performance of the Contract.

B. Actions on Tender; Limitations. Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under the Contract. Contractor shall not be required to hold the State harmless for damages attributed to the State in a final order issued by a court of competent jurisdiction. If it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State, to the extent funds are legally available therefore, shall reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 12.C.

C. Requirements of Defense. Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

**13. CONTRACT NUMBERS:** The Contractor shall clearly show the State's Contract number or Purchase Order number on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

**14. CONTRACTOR RESPONSIBILITY:** The Contractor is responsible for furnishing and delivery of all Property included in the Contract, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including all warranty issues and payment of charges resulting from the use or purchase of Property.

**15. SUBCONTRACTING:** Unless otherwise allowed by the State in the Contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of the Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under the Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Contract; unless the Contractor provides proof to the State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.

**16. COMMODITY STATUS:** It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the Solicitation. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first user and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor

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for the period of time required by other specifications or for the standard manufacturer or warranty provided by the Contractor, whichever is longer.

**17. SHIPPING AND DELIVERY:** Unless otherwise required in the Contract, all orders will be shipped directly to the Agency that placed the order at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. Unless otherwise specified in the Contract, deliveries shall be made to the Agency's receiving dock or inside delivery point, such as the Agency's reception desk. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Contract. Time for delivery commences at the time the order is received by the Contractor.

**18. ACCEPTANCE:** Unless otherwise specified in the Contract:

A. When the Contract does not require installation, acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the product delivered does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

B. When the Contract requires installation, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified the Contractor in writing that the product(s) delivered does not meet the State's specification requirements, that the product is not installed correctly or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

C. When the Contract requires the delivery of services, acceptance shall occur fourteen (14) calendar days after delivery of the services, unless the State has notified the Contractor in writing that the services do not meet the State's requirements or otherwise fail to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

**19. RISK OF LOSS:** Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance, when responsibility will pass to the State with the exceptions of latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under the Contract.

**20. INVOICING: ALL INVOICES** are to be sent directly to the **AGENCY TO WHICH THE PROPERTY IS PROVIDED**, unless otherwise required by the Contract. The Contract number is to be shown on all invoices. Invoices must not be sent to the Division of Purchasing unless required by the Contract.

**21. ASSIGNMENTS:** Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-9230).

Notwithstanding the foregoing, and to the extent required by applicable law (including Idaho Code Section 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible State procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The State may treat violation of this provision as an event of default.

**22. PAYMENT PROCESSING:** Idaho Code Section 67-9218 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered." Payments shall be processed within the timeframes required by I.C. § 67-9218 unless otherwise specified in the Contract.

**23. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS:** Contractor shall comply with **ALL** requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to the Contract. For the duration of the Contract, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

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### 24. PATENTS AND COPYRIGHT INDEMNITY:

A. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under the Contract. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

B. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.

C. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

**25. CONFIDENTIAL INFORMATION:** Pursuant to the Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. Confidential Information shall be returned to the State upon termination or expiration of the Contract.

Confidential Information shall not include data or information that:

A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;

B. Becomes generally available to the public other than as a result of disclosure by Contractor; or

C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

**26. USE OF THE STATE OF IDAHO NAME:** Contractor shall not, prior to, in the course of, or after performance under the Contract, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

**27. TERMINATION FOR FISCAL NECESSITY:** The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall

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thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds are no longer available to support the Contract, as described herein, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor-owned items from the State-designated location(s), which must be completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

### 28. PUBLIC RECORDS:

A. Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

**29. NOTICES:** Any notice which may be or is required to be given pursuant to the provisions of the Contract shall be in writing and shall be hand delivered, sent by facsimile, email, prepaid overnight courier or United States' mail as follows:

A. For notice to the State, the address, phone and facsimile number

are: State of Idaho  
Division of Purchasing  
650 W State Street – Room 100  
P.O. Box 83720  
Boise, ID 83720-0075  
208-327-7465  
(phone) 208-327-  
7320 (fax)

Additionally, for notice to the State, the email address to use is the email address identified in the Contract, courtesy copied to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

B. For notice to the Contractor, the address, facsimile number or email address shall be that contained on the Contractor's Bid, Proposal or Quotation (including, for any Bid, Proposal or Quotation submitted electronically through IPRO, the address, facsimile number or email address in the profile under which the Contractor submitted its Bid, Proposal or Quotation). Notice shall be deemed delivered immediately upon personal service, facsimile transmission (with confirmation printout), email (with printout confirming sent) the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address, facsimile number or email address by giving written notice of the change to the other party.

**30. NON-WAIVER:** The failure of any party, at any time, to enforce a provision of the Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of the Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

**31. ATTORNEY FEES:** In the event suit is brought or an attorney is retained by any party to the Contract to enforce the terms of the Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith

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## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

in addition to any other available remedies; however, the State's liability is limited to that which is identified in the Idaho Tort Claims Act, Idaho Code Section 6-9 et seq.

**32. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

**33. FORCE MAJEURE:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay.

**34. PRIORITY OF DOCUMENTS:** The Contract consists of and precedence is established by the order of the following documents:

1. The State's Blanket Purchase Order, Statewide Blanket Purchase Order, Contract Purchase Order, Purchase Order, or Participating Addendum;
2. The Solicitation; and
3. Contractor's Bid, Proposal or Quotation as accepted by the State.

The Solicitation and the Contractor's Bid, Proposal or Quotation accepted by the State are incorporated into the Contract by this reference. The parties intend to include all items necessary for the proper completion of the Contract's requirements. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from the terms in the Solicitation, the terms and conditions in the Solicitation shall apply. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation supplement the terms and conditions in the Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the Division of Purchasing in writing.

**35. ENTIRE AGREEMENT:** The Contract is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from those specifically stated in the Contract, the terms and conditions of the Contract shall apply. In the event of any conflict between the State of Idaho Standard Contract Terms and Conditions and any Special Terms and Conditions in the Contract, the Special Terms and Conditions will govern. The Contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties; however, Termination for Fiscal Necessity is excepted, and, the State may issue unilateral amendments to the Contract to make administrative changes when necessary.

**36. GOVERNING LAW AND SEVERABILITY:** The Contract shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of the Contract shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of the Contract will remain in force.

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## Special Terms and Conditions

**Contract Terms and Conditions.** Offerors should carefully review Section 2.4.3 of the RFP Administration Information and the following minimum legal terms. As a public entity, the ITS is subject to statutes, rules and policies that result in terms and conditions unlike those common in contracts between private parties. Offerors may submit questions concerning the following terms under Section 2.3 of the RFP Administration Information.

A Modification and Exception Form may be submitted as instructed in Section 2.4 of the RFP Administration Information. However, the ITS does not have authority to vary many of these terms and in some instances, variations are void under Idaho law. Where no alternative terms are submitted in an Offeror's Modification and Exception Form, the State's term specified in these Special Terms and Conditions or the approved State term specified in these Special Terms and Conditions, as applicable, shall apply to the resulting contract. Where an alternative term is submitted, the term specified in these Special Terms and Conditions or the approved State term specified in these Special Terms and Conditions, as applicable, shall apply to the resulting contract unless otherwise specified in the best and final offer document sent by DOP pursuant to Section 5.6 of the RFP Administration Information.

Unless defined in these Special Terms and Conditions, defined terms shall have the meaning set forth in the State of Idaho Standard Terms and Conditions or in the RFP.

1. Priority of Documents. Section 34 of the State of Idaho Standard Terms and Conditions, Priority of Documents, is hereby replaced in its entirety with the following. The Contract between the Parties consists of and precedence is established by the order of the following documents:
  1. An amendment to the Contract executed as provided in these Special Terms and Conditions, with the more recent amendment taking precedence over a less recent amendment;
  2. The purchase order or other document finalizing the Contract;
  3. The document capturing the agreed upon terms following negotiations and accepted by the Contractor in the Contractor's Best and Final Offer.
  4. The Contractor's Best and Final Offer.
  5. The RFP, including these Special Terms & Condition.
  6. The State of Idaho Standard Contract Terms and Conditions; and
  7. The Contractor's Proposal.

These documents are complementary and what is required by one shall be binding as if required by all. In the case of any conflict or inconsistency arising under the Contract documents, a document identified with a lower number in this section shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue

is addressed in one of the above-mentioned documents but is not addressed in another of such documents. No conflict or inconsistency shall be deemed to occur in the event an issue addressed in one of the above-mentioned documents is an additional or supplemental requirement to an issue addressed in another of such documents.

2. Contract Amendment and Modification. Contract amendment and modification shall not be binding on the State or the ITS unless acknowledged in a writing as set forth in Section 9 of these Special Terms and Conditions. No term in the contract shall provide for “shrink wrap,” “click-through,” “continuation of use” or any similar modifications to the contract.
3. Data Ownership. The State shall own all right, title and interest in its data that is related to the Contract. Contractor shall not access the State’s data except (1) in the course of performing services under the Contract, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, or (4) at the State’s written request.
4. Data Protection. Protection of personal privacy and data shall be an integral part of the business activities of the resulting contract. The State’s approved term regarding data protection is provided below:

**DATA PROTECTION.** Contractor shall ensure there is no inappropriate or unauthorized use of the State’s information at any time. Minimum standards of data protection measures shall include a duty of the Contractor to:

- (i) Implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of all data not subject to release under the Idaho Public Records Act, Idaho Code title 74, chapter 1 (Private Data). Upon request, the State will identify Private Data. Security measures shall be in accordance with recognized industry practice or as otherwise specified in the RFP and not less stringent than the measures the Contractor applies to its own confidential data of a similar kind.
- (ii) Encrypt all Private Data at rest and in transit with controlled access. Private Data at rest shall be encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules.
- (iii) Not copy, retain, or disclose to any party Private Data for any purpose other than as required to perform the Contract.

5. Notification and Response for Security Incident or Data Breach. The State has established minimum contractual standards for notification and response relating to security incidents or data breaches. The approved State term is provided below:

**NOTIFICATION AND RESPONSE FOR SECURITY INCIDENT OR DATA BREACH.**

- (i) For the purposes of this Section, the following terms shall have the following meanings:

A “security incident” shall mean the potentially unauthorized access by non-authorized persons to unencrypted Private Data, network, or system.

A “data breach” shall mean the unauthorized access by a non-authorized person that results in the use, disclosure or theft of unencrypted Private Data.

“Unauthorized access” shall mean access that is not required to perform the Contract or approved by the State in writing.

- (ii) The Contractor shall notify the State within 24 hours of the Contractor first becoming aware of the security incident or data breach.
  - (iii) The Contractor shall take commercially reasonable measures to address a data breach in a timely manner. Such measures include, but are not limited to, contacting law enforcement, fielding media inquiries, cooperating with the State to report the data breach as required under Idaho law, and implementing remedial measures to prevent the use of the Private Data by unauthorized users.
  - (iv) If a data breach proximately arises from Contractor’s breach of the Contract (i.e. failure to encrypt Private Data or otherwise prevent its release), the Contractor shall bear the costs associated with: (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by law; (3) credit monitoring services required by law; (4) a website or toll-free number and call center for affected individuals required by law.
6. Notification of Legal Requests. The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State’s data under this contract, or which in any way might reasonably require access to the State’s data. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.
7. Prime Contractor Responsibility. Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the State. The State will make contract payments to only the prime contractor.
8. Contractor Personnel. Contractor shall conduct background checks and not utilize any personnel or service provider personnel to perform the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud. The State may, in its sole discretion, require that Contractor reassign or otherwise remove from performing services under the Contract, any staff member, subcontractor, or subcontractor staff member reasonably found unacceptable to the State. In the performance of the contract, all contractor personnel working at ITS facilities shall be required to comply with ITS policies as if they were a state employee.

9. Change Orders. The parties intend to utilize an agile method of executing the agreed upon Scope of Work. As such, the parties anticipate that there may be changes to the detailed project plan based on circumstances that arise throughout the Contract. Changes that do not affect the overall purpose of the Contract, described in Section 1 of the RFP Description of Services Document, shall not be considered material changes to the Contract.
- a. Minor Changes. Changes to the project plan that affect the method of execution rather than the ultimate outcome (e.g. addition of a sprint to address a circumstance discovered in a previous sprint) will be considered Minor Changes. Either party may propose a Minor Change using a change order form, which must detail the proposed change and any financial impacts of the proposed change. Change orders for Minor Changes will be made effective by mutual written agreement of the Contractor and ITS.
  - b. Other Changes. Any proposed changes to the Contract that are not considered to be Minor Changes must be agreed to in writing by the Contractor and DOP as the contract administrator. Such changes shall be formalized through an Amendment to the Contract.
  - c. Material Changes. DOP may determine, in its sole discretion, that material changes are prohibited by the State Procurement Act. Prohibited material changes shall be refused by the State.
10. Fixed Fee Payment. As full and complete compensation for all work performed for the State under the Contract, the State shall pay the Contractor the costs set forth in the payment schedule submitted in the Contractor. The State shall not be liable for any expenses the Contractor pays or incurs or any charges or costs billed to the State under the Contract unless set forth in the Contract. Except as set forth in the Contract, the Contractor shall supply, at its sole expense, all staff, equipment, tools, materials or supplies to accomplish the work to be performed pursuant to the Contract.
11. Payment Schedule. The Contractor shall submit invoices in accordance with the Final Payment Schedule. The State shall not be liable for payment before acceptance of each deliverable according to the Final Payment Schedule. The time period of payment pursuant to Idaho Code section 67-230~~23~~ shall not begin until the State accepts each deliverable.

The State shall accept or reject deliverables as set forth in written acceptance plans approved by the parties or, if not addressed in an approved plan, in a reasonable time. The State, in its discretion, may require written documentation of deliverable invoice items as a condition of payment. If the State requests written documentation substantiating an invoice item, the item shall be severed from the invoice until the State approves the item and the State shall not be liable for payment prior to approval.

12. Remedies. In addition to any remedies available to the State under law or equity, the State may at its sole discretion require one (1) or more of the following remedial actions if any of the services or products do not conform to Contract requirements: (1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements; (2) reduce payment to reflect the reduced value of services received; (3) require the Contractor to subcontract all or part of the service at no additional cost to the State; (4) withhold payment or require payment of actual damages caused by the deficiency; (5) engage a third party to perform work within the scope of work under the Contract, remove items from the scope of work, and adjust payment to the Contractor to reflect the reduced scope of work; (6) secure products or services and deduct the costs of products or services from payments to the Contractor pursuant to section 24 of the State of Idaho Standard Contract Terms and Conditions, Patents and Copyright Indemnity; or (7) terminate the Contract pursuant to section 2 of the State of Idaho Standard Contract Terms and Conditions, Termination, or section 24 of the State of Idaho Standard Contract Terms and Conditions, Patents and Copyright Indemnity.
13. Contractor Actions on Termination. Upon termination by the ITS, Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) place no further orders or requests of subcontractors for materials, services, or facilities; (c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the termination notice; (d) assign to the ITS, in the manner and to the extent directed by the ITS, all right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (e) with the advance approval of the State, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the Contract; (f) promptly deliver or otherwise make available to the ITS all data, reports, estimates, summaries and such other information and materials as may have been accumulated or created by Contractor in performing the Contract, whether completed or in process, not previously provided to the ITS, except as such information and materials are required to be kept by Contractor by law. Upon termination by the ITS, the State may take over the services and may award another party, including subcontractors to the Contractor, a contract to complete the services contemplated by the Contract. Upon termination for cause, the State shall be entitled to reimbursement from Contractor for losses incurred as a result of the Contractor's breach.

**ECM RFP Cost Sheet (REVISED AFTER Q& A)**

GENERAL STATEMENT OF INTENT: Idaho intends to implement the Enterprise Content Management System in phases, as a specific project for each interested and eligible agency. A specific Statement of Work (SOW) will be entered into for each project. The Contractor shall not exceed maximum pricing proposed below, but may charge a lower price for a specific project as part of that SOW.

<b>User Roles</b>	<b>Initial Term Pricing (Years 1-5) - Per User Cost/Per Month</b>	<b>Renewal Terms Pricing (Years 6-10) - Per User Cost/Per Month</b>
Full User (full concurrent access to all the functionality of the ECM platform).	\$62.25	\$67.68
Limited User (limited access for a specific purpose - e.g. full workflow access but limited data repository access, or full access only during data migration).	\$2.85	\$3.10
Guest User ( read only access to items in the ECM Platform)	Included with Laserfiche Business Tier	Included with Laserfiche Business Tier
<b>Hourly Rates</b>	<b>Initial Term Pricing (Years 1-5) Hourly Rates</b>	<b>Renewal Terms Pricing (Years 6-10) - Hourly Rates</b>
Data/Workflow Migration Services Hourly Rate	\$202.50	\$225.00
Professional Services Hourly Rate	\$202.50	\$225.00



**State of Idaho**  
 Department of Administration  
 Division of Purchasing

**BRAD LITTLE**  
 Governor  
**D. KEITH REYNOLDS**  
 Director  
**VALERIE BOLLINGER**  
 Administrator

304 N 8<sup>th</sup> Street, Rm 403 (83702)  
 P. O. Box 83720  
 Boise, ID 83720-0075  
 Telephone (208) 327-7465  
 Fax: 208-327-7320  
<http://purchasing.idaho.gov>

SIGNATURE PAGE for Use with a Manually Submitted Invitation to Bid (ITB) or Request for Proposal (RFP) Response

Bids or proposals and pricing information shall be typewritten or handwritten in ink. Originals and copies of the bid or proposal shall be submitted in accordance with the solicitation documents. MANUALLY SUBMITTED BIDS/PROPOSALS MUST INCLUDE THIS SIGNATURE PAGE WITH THE ORIGINAL SIGNATURE (INK or ELECTRONIC SIGNATURE) OF AN INDIVIDUAL AUTHORIZED TO BIND THE SUBMITTING VENDOR.

NO LIABILITY WILL BE ASSUMED BY THE STATE OF IDAHO AGENCY FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

The words "SEALED BID" and the bid number must be noted on the outside of your SEALED BID package. To ensure that your SEALED BID is handled properly, label the exterior of your package as follows:

<b>"SEALED BID"</b>	BUYER: [name of the RFP or ITB Lead] SEALED BID FOR: [title of solicitation] BID NUMBER: [ITB# or RFP#] CLOSES: [Closing Date]
---------------------	---

Send your sealed bid package via USPS to: State of Idaho Agency  
 PO Box XXXXX  
 Boise, ID XXXXX-XXXX

FedEx, UPS or other Couriers/Hand Deliver: State of Idaho Agency  
 XXXXX Street, Rm XXX  
 Boise, ID XXXXX

This ITB or RFP response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the terms, conditions and requirements contained in the solicitation, including, but not limited to, the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this ITB or RFP was issued, as incorporated by reference into this solicitation; as well as any SPECIAL TERMS AND CONDITIONS incorporated in the solicitation documents (e.g. Software, Telecommunications, Banking, etc.). As the undersigned, I certify I am authorized to sign and submit this response for the Bidder/Offeror. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

BID Number: RFP 20221660 BID Title: Enterprise Content Management (ECM)  
 BIDDER/OFFEROR(CompanyName) MCCi, LLC  
 ADDRESS 3717 Apalachee Parkway, Suite 201  
 CITY, ST, ZIP Tallahassee, FL 32311  
 PHONE: (850) 701-0825 FAX: (850) 564-7496 FEIN: 33-1069550  
 E-Mail dwb@mccinnovations.com

**THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) OR AN ELECTRONIC SIGNATURE AND RETURNED WITH YOUR MANUALLY SUBMITTED BID OR PROPOSAL.**

E-SIGNED by Donny Barstow on 2022-08-22 21:11:46 GMT  
 Original Signature (Manually Signed in Ink or Electronic Signature)  
Donald Barstow  
 Printed Name

8/22/2022  
 Date  
President and CEO  
 Title



3717 Apalachee Parkway Suite 201  
Tallahassee, Florida 32311  
(800) 342-2633  
[www.MCCinnovations.com](http://www.MCCinnovations.com)

Bob Morlan  
Purchasing Supervisor  
Division of Purchasing  
State of Idaho  
650 West State Street, Room 100  
Boise, ID 83702

Dear Mr. Morlan,

MCCI is excited to respond to this RFP. We have been working with the State of Idaho for almost a decade and are so proud of the automation that has already occurred within the State. Our vision is to assist the progress of the digital transformation and modernization efforts the State of Idaho continues to embark on. The pandemic showed us all that we need to remove as many manual business processes as possible to be able to do more with less and continue serving the growing needs from our constituents.

**Digital Transformation:** While reviewing our proposal, bear in mind MCCi is dedicated to the States' success as your trusted partner. We do the right thing, always. We care deeply about serving our clients and maintaining a solid reputation for always doing what's right – even when it's not easy. We know that the work we do has a big impact on our clients' lives and are committed to doing that work with the highest integrity and character level. We are committed to building a solution to grow in your organization, further streamline processes, and eliminate bottlenecks.

**Full Portfolio of Solutions:** As an IT services company with expertise in delivering end-to-end solutions, we provide our clients some of the leading hyperautomation technologies, including Laserfiche for content services (ECM), Blue Prism and UI Path for robotic process automation, ABBYY for intelligent capture, JustFOIA for Records Request Management, and One Span for digital signatures. While we understand the RFP is for a standard ECM solution, MCCi differentiates itself from others in the market with these other technologies that complement ECM.

**Industry Experts:** MCCi has the most committed, intelligent, and innovative professionals in the industry. We are a team ready to create next-level results with the courage to try something new. Without focusing on our clients, we will not reach our destination. With 150 years of combined professional services experience, your assigned project manager and the entire executive team are committed to your implementation success.

Thank you for your interest in MCCi's solutions. Based on our discussion, we are pleased to enclose our proposal for Laserfiche as the enterprise ECM solution for the State of Idaho.

Sincerely,

**Traci Small**

VP of Enterprise Sales- State of Idaho  
850-212-6060 | [tsmall@mccinnovations.com](mailto:tsmall@mccinnovations.com)

**Alexis Blue**

Enterprise Account Manager - State of Idaho  
(800) 342-2633 ext. 1656 | [ablue@mccinnovations.com](mailto:ablue@mccinnovations.com)

# Request for Proposal # 20221660 Enterprise Content Management

**State of Idaho - Office of Information Technology Services**

Issued: September 8, 2022  
*Valid for 120 days*



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# APPENDIX A – SCOPE OF WORK

## PART A: FUNCTIONAL AREAS

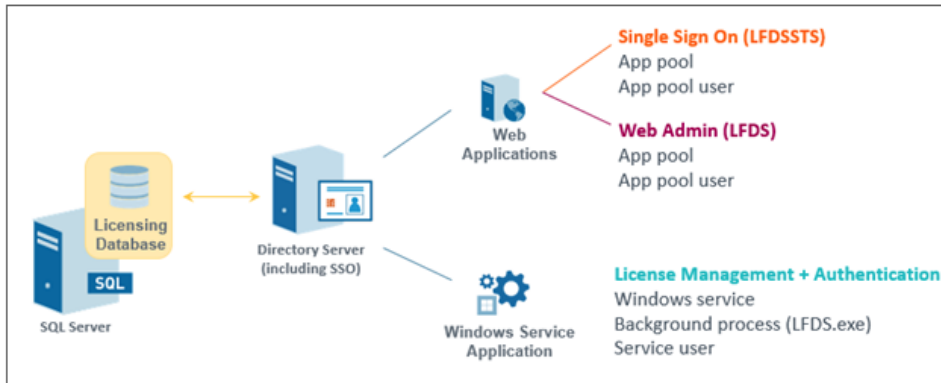
### 1. ADMINISTRATION

#### 1.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY ADMINISTRATION REQUIREMENTS.

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Unified Administration Console	A single enterprise administrative console that provides access to all administrative functions.	Laserfiche has a web based administrative console available to manage all administrative functions. In addition, the Laserfiche web client includes a management page that allows you to administer your Laserfiche repository, including security, metadata, records management options, and other repository settings.
User/Group Administration	An administrative console for managing user accounts. An administrative console for managing group creation and user membership.	<p>The admin console and web version allow for managing user accounts. In addition, Laserfiche Directory Server is a license management server for Laserfiche Rio and Subscription. It manages user accounts and applications licenses across your Laserfiche suite. Directory Server gives users a single sign-on experience—they can navigate from one Laserfiche application to another without having to re-enter their username and password.</p> <p>Understanding the architecture of Laserfiche Directory Server in relation to other Laserfiche applications can help you better design your Laserfiche system and troubleshoot problems. The Directory Server itself consists of the server itself and a licensing database (commonly referred to as a licensing site). The server has a Windows service, which runs as a background process named LFDS.exe. The database can be on the same computer as the server, or on a different computer. <b>See screenshot below of Directory Server.</b></p>

Solution Management	An administrative console for defining and managing content security, retention, search, cache, and performance. The primary consoles must allow for multi-tiered delegated administration.	Laserfiche admin console allows for all these items and security can be managed accordingly.
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**LASERFICHE DIRECTORY SERVER SCREENSHOT:**



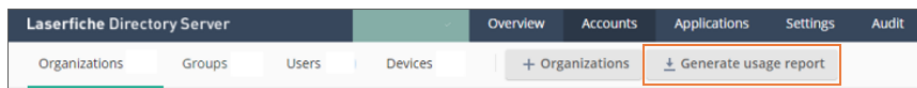
**1.2 (E) DESCRIBE ANY ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, ADMINISTRATION-FOCUSED USER FORUM, BILLBACK INTEGRATION, OR RULE MANAGEMENT CONSOLE, ETC. IF AN OFFEROR'S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR'S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

**Laserfiche Answers:**

- Laserfiche Answers offers a better help experience for our users, encourages participation, and strengthens the Laserfiche community:  
Get answers faster. Laserfiche Answers leverages crowdsourcing to quickly provide high-quality answers to questions about Laserfiche products ' and yes, our Laserfiche staff is still answering your questions.
- Post easily and completely. It's easier than ever to find answers, ask us questions, or participate in a conversation ' and you can include images, code, and attachments with your posts.

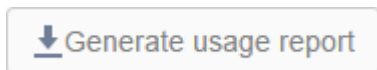
**Managing Organizations:**

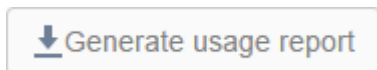
ITS will be able to manage organizations licensed under the shared service subscription through Laserfiche Directory Server.



On the Accounts page in Laserfiche Directory Server, the Organizations tab allows you to view and create organizations. Organizations let you assign rights to specific groups of people. You can grant registered users the ability to configure settings for the organization.

Click + Organizations to create an organization in Directory Server. Organizations support a hierarchical structure; you can create sub-organizations under a parent organization.



The  button saves a comma-separated (CSV) file with an overview of allocated licenses for the Directory Server site.

**Rules Management:**

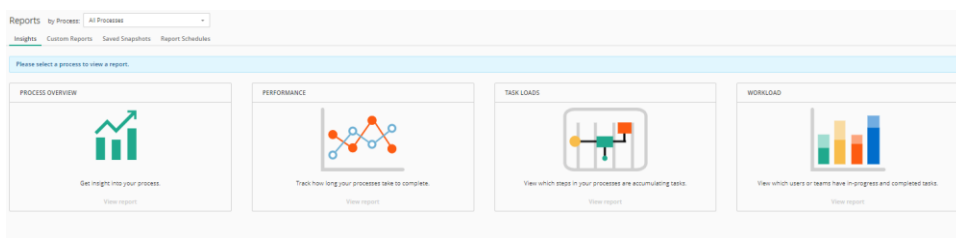
Workflow processes within Laserfiche can work off of both activity and timer-based events which are calibrated via the Workflow's Rule Manager interface. Rules can be defined based on several variables such as date/time events, metadata values, user attributes, and many other factors as required by line of business rules.

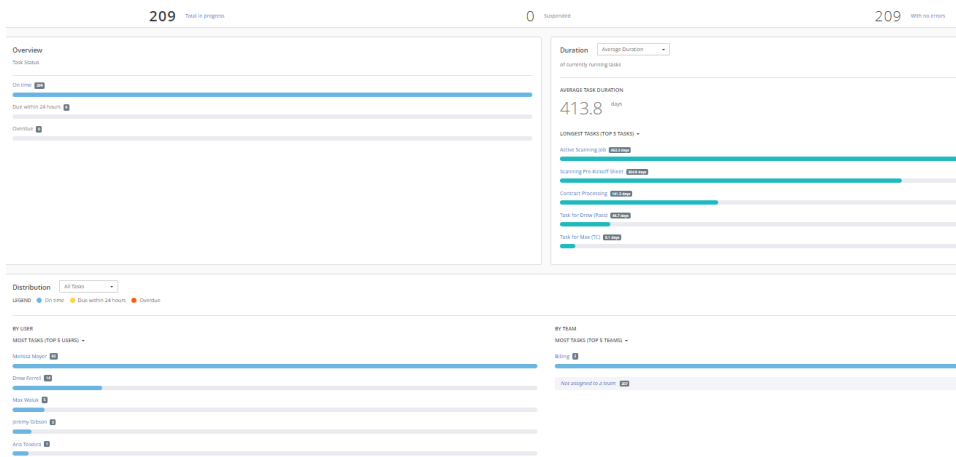
**2. ANALYTICS AND REPORTING**

**2.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY ANALYTICS AND REPORTING REQUIREMENTS.**

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Configurable Business Reports	A service to enable authorized users to create, edit and manage custom business reports.	Laserfiche provides out of the box reporting tools for business processes and documents stored in the repository. Out of the box dashboards allow users to monitor the completion of tasks, view the status of in-progress business processes, and view the history of business process instances. Information visible in these dashboards can be downloaded into custom reports on an ad hoc basis. Reports can also be generated from metadata associated with documents stored in Laserfiche. See screenshots below. Laserfiche Audit Trail offers advanced reporting features, including the ability to track activities performed in the Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports.

Reports in Laserfiche Forms:





Examples of reports in the Laserfiche repository:



**2.2. (E) DESCRIBE ANY ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, PROCESS ANALYTICS DASHBOARD, ETC. IF AN OFFEROR'S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR'S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

Laserfiche offers streamlined reporting dashboards called Insights. Insights provides access to a new set of reports that include the Process Overview (previously Operational Reports), Performance, Task Loads, and Workload reports. Only [Admins](#) and [Business Managers](#) (for the selected process) can view and share these reports,

**Process Overview**

Process Overview reports detail data about one process. The data includes instance, duration, and distribution overviews.

**Performance**

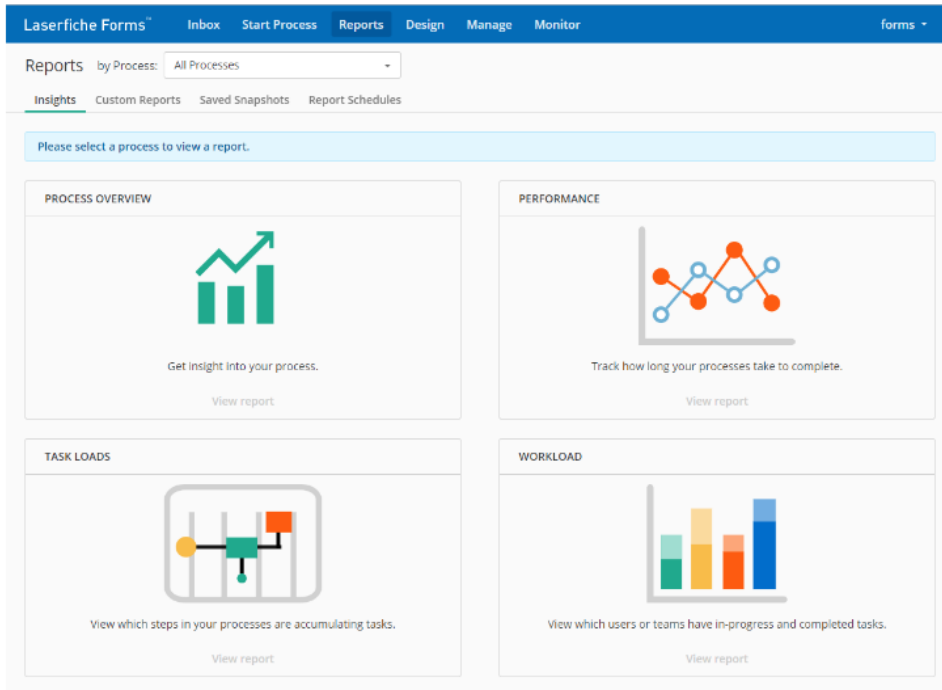
Performance reports detail the performance data about how quickly your process instances are being completed. The time it takes an instance to be completed is known as the **cycle time**.

**Task Loads**

Task Loads reports let you view which user tasks in a process are accumulating too many tasks and potentially creating bottlenecks. By selecting the process of interest and adding other criteria, you can generate a heat map that color-codes user tasks according to how many pending tasks they have or how many tasks they've accumulated per day.

### Workload

Workload reports let you view how in-progress and completed tasks are distributed over users or teams.



## 3. BUSINESS APPLICATION ENABLEMENT

### 3.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY BUSINESS APPLICATION ENABLEMENT REQUIREMENTS.

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Business Application Integration	The ability to integrate with business applications such as Customer Relationship Management (CRM), service ticketing, or case management.	<p>Laserfiche has many ways to integrate with other main line of business applications and MCCi has the experience with implementing many different integrations using the below approach. We will work with the agency based on the needs of the business unit to find the best solution.</p> <p><b>Laserfiche Connector</b>  <b>Search the Laserfiche Repository from Third- Party Applications</b></p> <ol style="list-style-type: none"> <li>1. Perform a search in Laserfiche based on readable elements, such as an account number, customer name or date</li> <li>2. Automatically display the number of search results when the third-party application or webpage is opened</li> </ol>

- 3. Eliminate the need to re-type or copy and paste text from one program to another by using the information in the primary application to find related documents in Laserfiche
- 4. Use Laserfiche Connector with any third- party application that displays readable text, including web-based or Windows desktop applications"

**Push Content into Laserfiche Directly from Third- Party Applications**

- 1. Import documents into the Laserfiche Client or Web Access and dynamically assign file paths, names, templates, and field values based on information in a third- party application
- 2. Automatically launch Laserfiche Scanning from any active application, populate metadata and store the new document in the correct folder
- 3. Get information from one application and insert it into another application, such as an electronic form
- 4. Choose whether actions are triggered from a keyboard shortcut, a button embedded in the application or both

**Laserfiche Workflow SDK**

This activity runs a custom VB.NET or C# SDK script. Use this activity if you want your script to interact with Laserfiche. An SDK Script extends the existing Workflow script API, automatically adds Repository Access references, provides a connection to the Laserfiche repository, and provides access to entry properties in the Workflow script project. You only need to add one SDK script activity to your workflow to make the Repository Access references available to all Script and SDK Script activities in the workflow. It allows for custom scripting towards making soap requests not available in the native Web requests.

		<p><b>Laserfiche Restful API requests</b>  "Laserfiche's HTTP Web Request activity built-in Laserfiche Workflow allows for Restful Web Requests to be made. The service follows RESTful web service standards POST, GET, PUT, and DELETE commands are employed with named routes and parameters where necessary. It allows for custom request and response headers, including choosing content-type. Also included is the ability to set your preferred Response Format (HTML, Text, XML, JSON or custom)</p> <p><b>Laserfiche Workflow Database Lookups</b>  All databases that have ODBC drivers are supported, including Microsoft Access Database Engine (supporting Excel, Access, CSV, and TXT), MSSQL, MySQL, PostgreSQL, Oracle, OpenEdge, IBM DB2, and Pervasive. These activities include the ability to insert, update, and get data from those data sources, including custom queries.</p> <p><b>MCCi's CWSAPI</b>  The CWS API, Common Web Service Application Programming Interface, created by MCCi, provides API endpoints for CRUD (create, read, update, delete) functionality with a Laserfiche document store. The service follows RESTful web service standards POST, GET, PUT, and DELETE commands are employed with named routes and parameters where necessary. It also follows the OAuth style of using bearer tokens to secure interactions.</p> <p><b>Robotic Process Automation (3rd Party tool)</b>  Robotic Process Automation (RPA) software allows for integration, where integration might not be possible, through performing and automating</p>
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		<p>on highly repeatable human tasks, by mimicking it. Through the use of low code software, the ability to leverage a digital bot, that works for you 24/7 is possible. Leveraging this Enterprise software allows for quick deployment across many different machines/servers, that scale up or down as needed. <b><i>This would be a separate purchase from Laserfiche.</i></b></p>
<p>Adobe Sign Integration</p>	<p>An integration component for Adobe Sign to support the provision of digital signatures.</p>	<p>Through the Laserfiche marketplace, there is an integration with Adobe Sign. Laserfiche can make requests for digital signatures using Adobe Sign a built-in step for any automated process. From the creator of PDFs, Adobe Sign has processed more than 8 billion transactions from millions of signers around the globe. Adobe Sign employs industry-standard security practices – for identity management, data confidentiality and document integrity – to help protect documents, data, and personal information. All Adobe Sign data and documents are encrypted both in motion and at rest. And Adobe e-signatures are <u>legally valid</u> and enforceable in nearly every industrialized country around the world.</p> <p><b>Features</b></p> <p>This integration with Adobe Sign uploads documents for signature, requests and tracks signatures using different role assignments and stores signed documents in the Laserfiche repository.</p> <ul style="list-style-type: none"> <li>• A user requests a signature on an uploaded file.</li> <li>• The signer receives a signature request in email with a link to the document in Adobe Sign.</li> <li>• If the signer does not sign within a designated amount of time, they receive a reminder email.</li> <li>• The final signed document is saved in the repository.</li> </ul>

		<p>Workflows included integrate with Adobe Sign and can be added to any process or workflow.</p> <p><b>Benefits</b></p> <ul style="list-style-type: none"> <li>• Go beyond internal approvals and automate e-signature requests from external parties.</li> <li>• Maintain document integrity with Adobe Sign’s industry-standard security practices.</li> <li>• Automate signatures with Adobe Sign from any process by launching the included workflows without requiring coding effort.</li> </ul> <p><i>This integration is included with the Laserfiche Business Process Library for self-hosted customers with Forms Professional. Separate Adobe Sign licensing is required from Adobe. Additional configurations may be needed to based on the processes of the agency.</i></p>
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**3.2. (E) DESCRIBE ANY ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, OUTBOUND AND INBOUND IVANTI INTEGRATION, OTHER ELECTRONIC SIGNATURE SOLUTIONS IN ADDITION TO ADOBE SIGN, ETC. IF AN OFFEROR’S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR’S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

**Digital Signature Options:**

**Digital signatures within the Laserfiche repository**

A digital signature is a metadata type in Laserfiche. It provides a method for indicating that a document is authentic, has been signed by a particular person, and has not been modified since the signature was applied. Use is for internal licensed users only.

**Digital Signatures in Forms:**

Signature fields are specialized fields that allow users to sign a form with a stylus, finger, or by entering their name.

**Digital Signatures Outside of Laserfiche:**

Laserfiche has integration with DocuSign and allows users to send out documents stored in Laserfiche to DocuSign for signatures. Once completed the document version will be updated in Laserfiche with the successful signatures. There are multiple DocuSign integrations available- one included in the application as well as a more robust third-party option quoted separately.

**OneSpan**

Laserfiche is also integrated tightly with OneSpan. MCCi is a OneSpan reseller and has expertise in deployment of OneSpan and integrating with Laserfiche. OneSpan Sign is an e-signature tool that provides you a legal, secure way to achieve digital signatures.

OneSpan Sign helps you:

- Ensure high user adoption and satisfaction with the most seamless, white-labeled e-signing experience
- Protect your users and documents against fraud with military-grade digital signature technology
- Strengthen your compliance and deter legal disputes with the most comprehensive audit trails in the market
- Scale electronic signatures across your organization and channels quickly and cost-effectively
- Get a cost-effective solution regardless of your volumes
- Eliminate time-consuming errors, such as missing signatures and data
- Cut costs by eliminating the need to prepare manually, ship, and archive paper-document packages
- Integrate with other third-party applications with an open API, fully supported SDKs, and connectors with Laserfiche, Salesforce, Office365, and more

## **DOCUMENT SECURITY**

OneSpan Sign supports a broad range of options to verify signers' identities before giving them access to documents. All OneSpan Sign plans include Email, SMS PIN code, and Q&A. Unlike most e-signature solutions, OneSpan Sign uses digital signature technology to tamper-seal documents after *each* signer. It invalidates any changes made to the documents. This built-in security ensures the integrity of the e-signed document.

## **COMPREHENSIVE AUDIT TRAILS**

OneSpan Sign makes it easy to access details about the transaction to prove compliance. Audit trails permanently embed within the e-signed document for easy, one-click verification. This is also the only e-signature solution on the market to capture a visual audit trail of how the signing process took place (as experienced by the signers).

## **Integrations created by MCCi**

### **ACCESS IDAHO INTEGRATION**

MCCi understands the State of Idaho has a long-term contract with NIC Idaho to manage the Idaho portal, known as Access Idaho. The Common Checkout Pages Payment Integration (CCP) API is provided by NIC and is available for developers to utilize and build upon, with NIC's available State and Agency Partners. This integration provides an option for Federal, State and Local agencies across the country to accept payments from its customers and vendors. The NIC system is PCI-compliant and protects public entities from related regulatory requirements and liabilities.

MCCi will offer a suite of solutions utilizing the CCP Payment Integration API for use with Laserfiche products. This provides an option for government and other public entities to hook into Laserfiche Forms to allow for a convenient and secure way to accept payments for its customers. Payments will be deposited daily to the appropriate bank of choice via the State Treasurer or the bank account of the entity's choice.

The currently developed solution allows for two options: instant redirect to CCP via a Laserfiche Form or an Approval Process via Laserfiche Forms, resulting in an email notification to the customer upon approval.

Currently Idaho State Police utilizes this for managing license renewals and Idaho State Bar is in progress with a project.

\*Access Idaho integration is currently scoped on an agency-by-agency basis based on professional services rates.

### **LASERFICHE NEOGOV INTEGRATION BY MCCi**

The MCCi Integration between Laserfiche and NEOGOV is a powerful tool that enables Personnel Records created in NEOGOV to be transferred seamlessly to a Laserfiche repository. To transfer records from NEOGOV to Laserfiche, users select the Applications or Onboarding documents they want to transfer, then simply click a "Send to Laserfiche" button in the NEOGOV interface.

The integration utilizes Restful Web Service APIs to automatically "upload" Client's NEOGOV documents from Client's cloud based NEOGOV implementation to Client's Laserfiche repository, regardless of where the repository is located. To facilitate this transfer, this integration includes a configuration utility and Restful Web Service Endpoint that must be installed near Client's Laserfiche environment. This endpoint must be able to reach Client's Laserfiche server to store the record, while also being accessible over the public internet for the NEOGOV service to send the records to Client's environment.

### **GOFICHE SUITE FOR AVANTE/RIO/SUBSCRIPTION**

The GoFiche Integration Suite is a unique set of integration tools offered exclusively by MCCi, allowing clients to route, approve and GL Code invoices within Laserfiche, then export the approved invoice data to a file that their accounting system can use.

#### **FEATURES**

- GL Code look-up and GL coding
- GL coding validation to ensure codes have been entered correctly
- GL Site Distribution within Laserfiche
- Processed invoice data uploads with audit reports
- Invoice review and approval process via Laserfiche Forms interface
- Ability to utilize Laserfiche Web client for integration capabilities

### **LASERFICHE POWERPACK BY MCCI**

MCCi's PowerPack for Laserfiche is a robust suite of add-on features for Laserfiche, built by MCCi's development team. The PowerPack enhances Client's Laserfiche experience and adds additional functionality to include:

- Scheduling server-side OCR jobs without the need for advanced Laserfiche modules.
- Scraping, automatically, an email inbox to pull emails in to Laserfiche, for archival purposes or to kickoff Business Process Automations.
- Utilizing custom workflow activities, such as the ability to do server-side generation of Laserfiche Images from PDFs.

These features and many others are available with Client's PowerPack subscription, and new features are added regularly. Client's implementation Project Manager will consult with Client on the add-ons available and discuss which features make sense to install and configure within the scope of Client's current project, as well as for near-term additional projects. Client's Project Manager will install and configure the PowerPack features that are immediately useful to Client's current Laserfiche needs.

### **ANALYTICS DASHBOARD & REPORTING**

PowerPack's Analytics Dashboard allows Client to have a better understanding of Client's Laserfiche system content. An easy-to-use central dashboard lets Client see useful information about Client's repositories such as number and size of Client's documents, who is creating the most content, where Client has duplicates, and much more. It identifies:

- Dashboard & drilldown reports
- Document types, counts, and size.
- Volume size and document counts.
- Documents created by user.
- Duplicates.

## OCR (OPTICAL CHARACTER RECOGNITION) SCHEDULER

A simple, effective, and efficient way to mass OCR documents in Laserfiche. It allows administrators to configure multiple OCR sessions and ensure OCR is being completed, without end user interaction. This is an installed application, generally on a server, that runs as a service that schedules a user to log in to the repository and extract text from documents in a specified folder.

## CUSTOM WORKFLOW ACTIVITIES

MCCi has built custom workflow activities to extend the power of the workflow module. Once installed, these activities look the same as the workflow activities that come with Laserfiche but give Client advanced capabilities that Laserfiche does not currently provide. Examples include:

- **PDF TO TIFF**

This activity takes a PDF document within Laserfiche and creates a new TIFF image from it. By combining with other existing workflow activities, users can dynamically choose the input and output path of these documents and merge these documents together while copying metadata and security settings.

- **EMAIL ARCHIVAL**

This is a set of email-related activities that give workflow the ability to connect to a single email account and perform a variety of functions. Get email counts, store email attachments, store full email, use email data to trigger workflows actions or apply to templates, and more.

- **SET OF 7 WORKFLOW ACTIVITIES:**

1. **Create E-Mail Connection:** Activity that sets up an IMAP connection for an email address. The connection can then be used in other PowerPack E-Mail activities.
2. **Retrieve E-Mail List:** Activity retrieves a list of email identifiers for the account specified in the IMAP Connection field
3. **Retrieve Single E-Mail:** Activity gets information about an IMAP E-Mail message item
4. **Store E-Mail:** Activity downloads an email in a \*.eml format to the Laserfiche Repository
5. **Retrieve E-Mail Attachment:** Activity that retrieves information about an E-Mail attachment
6. **Store Attachment:** Activity that downloads an attachment from a specified IMAP account given an E-Mail ID and Attachment ID
7. **Mark Mail Message:** Activity sets whether an IMAP message is marked as read or unread and can also move the email to a subfolder in the email inbox

## ROBOTIC PROCESS AUTOMATION

MCCi is also a provider of Robotic Process Automation (digital workers) to complement Laserfiche automation capabilities allowing for end-to-end automation across environments. **(Must be purchased separately)**

## 4. CAPTURE

### 4.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY CAPTURE REQUIREMENTS.

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Manual And Automatic Bulk Import by End-User	Facilities to enable the bulk import and export of content, defined and launched by an end user. Facilities to enable the automatic bulk import and export of content, based on rules defined by an end user.	Existing documents can be imported into Laserfiche in many ways. First, Laserfiche supports drag and drop from the desktop, or a direct import feature for end-users to import in an ad-hoc fashion. For higher volume or repetitive imports, Laserfiche can be configured to monitor network

		<p>folders and automatically import documents matching preset criteria. Once the documents are in Laserfiche using any of the import methods, routing workflows can facilitate the indexing and filing to ensure consistency.</p> <p>New documents can be brought into the system through the scanning interface.</p>
<p>Capture From Fax, Email, Instant Messaging, Web Services, File Shares, Application, Or External Repository</p>	<p>Services that provide the automated capture, ingestion, and processing of content via a fax channel, email, instant messaging, web services, file shares, application, or external repository.</p>	<p>Laserfiche has the capability to capture content from many sources. Faxes are typically received by and digital fax service and delivered to recipient via email. In this case, Laserfiche can be configured to monitor email addresses and automatically import content delivered to that address. If the fax service delivers fax content directly to a local file system, Laserfiche can monitor these directories as well, and auto-import faxes as they arrive. Many of the other sources listed could be handled a variety of ways including API's, Import Agent, web services, or configured integrations.</p>
<p>Text Optical Character Recognition (OCR)</p>	<p>OCR recognition services to capture data in a digital form from text in image sources.</p>	<p><b>Laserfiche OCR</b></p> <p>Unique to Laserfiche is the way OCR/full-text indexing and scanning capabilities are bundled with the system and utilize proprietary search technology developed exclusively for the system. Fundamentally, MCCi believes that the more content our clients capture, the more benefit they will gain from the software – but it also gives MCCi the ability to provide functionality that isn't available in other systems.</p> <p>OCR allows us to index the location of every word on every page which makes marking up imaged documents more natural, enhances the efficacy of redaction since redactions protect information when viewing and searching, and allows us to automate redaction as part of the capture process. The</p>

		<p>Laserfiche search engine was developed specifically for Laserfiche and provides the ability to find information based on document contents, metadata, location, relationship, system properties, or any combination. While developed for Laserfiche, the search engine provides federated search capabilities and can index other data stores, repositories, and websites. This capability allows organizations to utilize a single search provider that is highly optimized for the content repository but can also be tuned to provide accurate and relevant results from a variety of resources.</p>
<p>Bar Code Recognition</p>	<p>Bar code services to capture such in a digital form from image-based barcode sources.</p>	<p>Quick Fields is a high-volume capture software that automates document import, classification, and indexing. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process, improving the speed and accuracy of data capture. Quick Fields includes Bar Code Validation. The Bar Code add-on reads bar codes on a specified page, identifying pages, populating fields, determine document names, or determining file location. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Coda bar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE. <b>*See pricing for how Quick Fields is licensed.</b></p>
<p>Automatically Classify and Index Images</p>	<p>Services that provide the automated capture, ingestion, and processing of content from images</p>	<p>Laserfiche utilizes a "template" as part of the metadata with indexing fields. These index fields can be manually filled out or there are ways of automating the indexing such as utilizing workflow, integration tools, Quick Fields, etc. Indexing fields are completely configurable through the admin console of Laserfiche and</p>

		<p>something the administrators of the system can manage without having to contact MCCi for updates or new fields as needed.</p> <p>Laserfiche Workflow automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.</p> <p>Quick Fields is a high-volume capture software that automates document import, classification, and indexing. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process, improving the speed and accuracy of data capture. QF is a prerequisite for the following:</p> <p><b>QF BAR CODE VALIDATION PACKAGE</b></p> <p>The Bar Code add-on reads bar codes on a specified page, identifying pages, populating fields, determine document names, or determining file location. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Coda bar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.</p> <p><b>QF REAL-TIME LOOK UP VALIDATION PACKAGE</b></p> <p>Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.</p> <p><b>QF ZONE OCR VALIDATION PACKAGE</b></p> <p>The Zone OCR (Optical Character Recognition) add-on will scan a specific zone on an image for text. The data returned by this process can be used for identifying pages, populating fields, determine document names, or determining file location.</p>
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		<p><b>QF FORMS ALIGNMENT</b> Automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.</p> <p><b>QF DOCUMENT CLASSIFICATION</b> Designed for clients who handle multiple forms and document types.</p> <p><b>QF AUTO STAMP/REDACTION/BATES NUMBERING</b> A document auto-numbering annotation option.</p> <p><b>QF OPTICAL MARK RECOGNITION</b> Detects handwritten information, including marks on surveys.</p> <p><b>QF AGENT</b> Enables administrators to schedule QF processing without operator intervention.</p> <p><b>QF FORMS IDENTIFICATION</b> Automatically recognizes the document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.</p> <p><b>QF FORMS EXTRACTOR</b> Removes form outlines to isolate data for more accurate capture.</p> <p><b>QF SCRIPTING KIT</b> Offers a QF script editor, allowing developers to write C# and VB.Net Scripts.</p>
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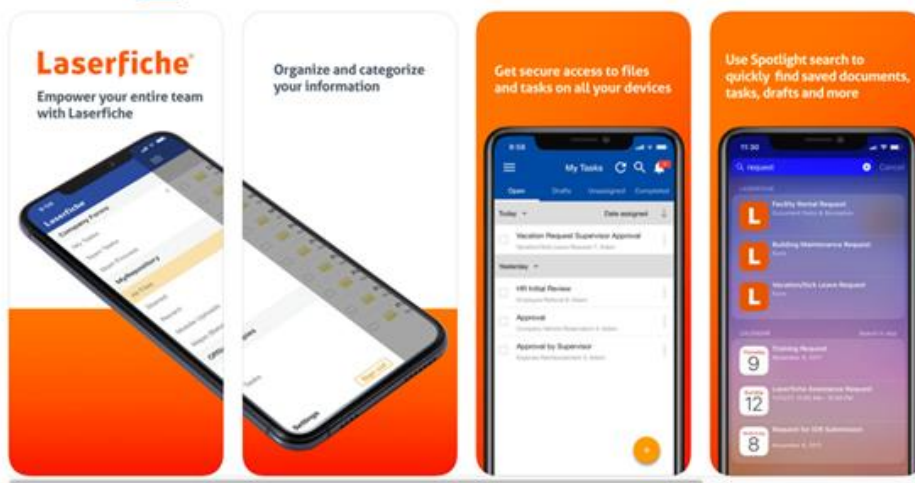
**4.2. (E) DESCRIBE ANY ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, IOS OR ANDROID MOBILE CAPTURE, PC OR MAC IMAGE CAPTURE, PAGE MANAGEMENT, OR IMAGE ENHANCEMENT, ETC. IF AN OFFEROR'S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR'S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

**Laserfiche App**

The Laserfiche app is available in the app store for iOS, Windows, and Android devices. The Laserfiche app is an app that lets you capture, upload, and securely access and work with documents in and outside your Laserfiche repository while on the go. You can review and submit forms from the app as well.

You can browse for documents in a folder structure; search the entire repository or a specific folder; find documents via their locations on a map; create, copy, move, rename, sign, download, print, and delete

documents; modify document fields; view annotations; submit and approve forms; view and work with offline documents and forms, and start and view business processes. Additionally, you can add documents to your repository from other apps, the mobile device's gallery, or its camera. Gallery and camera images can be processed and enhanced for easier viewing.



### Image Capture:

Mac Users can utilize the web client for Laserfiche and interface with scanning software native to the scanners that is compatible with Mac. PC users can utilize the Laserfiche client and or the web client with Laserfiche scanning for image capture.

### Image Enhancements:

Through Laserfiche scanning, image enhancements can be applied.

Scanned documents may not always be ideally formatted for electronic reading and processing. They can be smudged or discolored, have margins that are too large or too small, or contain blank pages and irrelevant information. The following image enhancements can be configured in the scanning interface or through Quick Fields.

Border Padding: Adds a white border around an image.

Border Removal: This image enhancement removes one or more borders from an image. It does not scale or change the resolution of an image.

Color Removal: This image enhancement converts color or grayscale images to black and white, reducing the image's file size.

Color Smoothing: This image enhancement averages the background color of an image, reducing the number of colors used and the image's overall file size. Color smoothing also optimizes an image for Color Removal.

Crop: This image enhancement removes an outer portion of an image, reducing the image's overall dimensions and file size. The unremoved portion remains at the same scale and resolution.

Deskew: This image enhancement straightens images that have been scanned at an angle.

Despeckle: This image enhancement removes unwanted marks (e.g., dots or stray pixels) from scanned documents.

Invert: This image enhancement reverses the colors present on an image. This process can be useful for converting white text to black, which is more conducive for OmniPage OCR.

Line Removal: This image enhancement removes horizontal or vertical lines from scanned images.

Resize: This image enhancement scales an image to be smaller or larger than its original size.

Rotate: This image enhancement rotates an image to a specified orientation or by a fixed amount.

Smooth: This image enhancement grows, shrinks, and/or smooths pixels.

OmniPage OCR: This image process converts text in a scanned image into text that can be edited on a computer. This process is called optical character recognition (OCR).

Page Removal: This image process removes pages from documents based on file size or page number. This feature is often used to remove slip-sheets, cover sheets, and blank pages.

## 5. COLLABORATION

### 5.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY COLLABORATION REQUIREMENTS.

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Comments And Annotation on Folder, File, And Workspace Level	The ability for users to associate and manage comments at a folder, file, and workspace level. The ability to annotate content with comments, observations, and visualizations without affecting the original, underlying content	Laserfiche includes a variety of options available for annotations that are image overlays- available for collaboration. <b>Highlight</b> - Image and text - The images and/or text associated with a document can be highlighted, allowing you to place special emphasis on a particular portion of an image or a particular line of text. <b>Redaction</b> - Image and text - Images and/or text associated with a document can be redacted, allowing you to hide sensitive material from unauthorized users. Only users with sufficient security rights can view redacted material, which will appear highlighted in gray. Users without security rights will see a black or white area, instead of the image or text behind it. Users with appropriate security

rights can choose whether or not to allow the sensitive material to be visible after exporting/printing via the Settings dialog box.

**Underline** - Image and text - The images and/or text associated with a document can be underlined, allowing you to place special emphasis on a particular portion of an image or a particular line of text.

**Strikethrough** - Image and text - You can strike through elements of an image and/or text, allowing you to mark through a particular portion of an image or a particular line of text.

You can rotate underline and strikethrough annotations to match rotated pages. When you rotate a page, the Laserfiche web client attempts to automatically rotate existing annotations to match the new orientation of the page.

**Sticky note** - Image - A sticky note is a small, movable note that contains text. Once placed, it will appear on the image as a small colored piece of paper. You can view the sticky note's history in the Properties dialog box. You can also use tokens in the sticky note text.

**Stamp** - Image - A stamp is a small image that is overlaid on your imaged document. You can create your own public or personal stamp. A public stamp is available for use throughout your organization. Any user with sufficient rights to annotate a document will be allowed to use this stamp. A personal stamp is saved on the Laserfiche Server and available for use by the stamp's creator (when applied to a document, this stamp type can be seen by any user who has rights to that document).

**Shapes** - Image - Apply a rectangle, rounded rectangle, or ellipse annotation to any part of the imaged document.

		<p><b>Text box – Image</b> - A text box allows you to apply a box of editable text to your imaged document.</p> <p><b>Polygon - Image</b> - The polygon annotation allows you to draw an irregular straight-sided shape on your imaged document.</p> <p><b>Callout text – Image</b> - A callout text box allows you to apply a box of text with an arrow for emphasis to your imaged document.</p> <p><b>Line – Image</b> - A line can be placed anywhere on an imaged document.</p> <p><b>Freehand – Image</b> - A freehand annotation allows you to draw anything you want on an imaged document.</p> <p><b>Image – Image</b> - The image annotation allows you to place a .jpg, .bmp, or .gif onto an imaged document.</p> <p>Maximum image size: 512 KB Maximum image dimensions: 65,535 x 65,535 pixels</p> <p><b>Attachment – Image</b> - Any file can be attached to an imaged document as an annotation. Double-click it to save it or launch it in its native application.</p> <p>If utilizing Laserfiche Forms for a business process, comments can be archived with the form in the action history and stored in the repository in its final form.</p>
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**5.2. (E) DESCRIBE ANY ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, INTERNAL AND EXTERNAL URL AND FOLDER SHARING, ETC. IF AN OFFEROR’S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR’S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

**Web Client**

The Laserfiche web client allows you to access Laserfiche internally through a URL. You can share out records internally through the URL or by sending the file.

Email Basket
✕

Name	Send as Pages...	Pages	Page Rang...	Clear All
Training Evaluation - 11/23/2...	<input checked="" type="checkbox"/>	2	1-2 <span style="float: right;">✕</span>	

These documents have been selected to be sent via email. Enter page numbers and/or page ranges separated by commas. Example, 1,3,5-12.

Send as

Files ▼

JPEG ▼

Email

Links

Entry paths

Files

ne message

Email options

Send
Close

**Public Portal**

A public portal license is a license type that allows public users to access the Laserfiche Server through a URL. You are able to provide access to specific records utilizing the security of the repository.

**Direct Share** (hybrid functionality)

Laserfiche Cloud also has the feature of direct share. This allows the end-user to share content from the Laserfiche Repository with external users. The recipient will receive a unique and anonymized URL that they can use to access the files for a limited period of time. The Laserfiche user can add a password and specify the number of days until the URL expires. As part of the feature, the sender will receive a notification on when the content was viewed. *\*Quoted separately*

**6. CONTENT MANAGEMENT**

**6.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY CONTENT MANAGEMENT REQUIREMENTS.**

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Content Versioning	The ability to create new versions of content and access previous versions.	Versions are a metadata type in Laserfiche that provide a way to save changes to a document without overwriting the document or losing that document's history. When version control is enabled on a document, modifications of the document will be saved as new versions, with older versions of the document also retained in the

		<p>document history. For example, if you open a document that is version controlled and change the value in a field, and then save the changes, a new version would be created with the new field information. The same is true of other changes, such as modifications to pages, electronic files, annotations, templates, fields, or digital signatures.</p> <p>A document's prior versions are saved in the document's version history. This allows you to retain and review older versions of a document, compare the differences between two versions, or revert to an older version if you want to discard changes. You can also copy an old version and paste it as a new document or export it to your desktop.</p> <p>You can also save comments and labels on individual versions of a document. For example, you could use a comment to summarize the changes you made to a document, or you could use a particular label to mark that a particular version is "pending approval" or "final." These comments can later be searched.</p>
<p>Document, Image, And Video Viewer</p>	<p>The provision of a document viewer that streams the document content and supports all common document, image, and video formats.</p>	<p><b>Document Viewer</b></p> <p>The Document Viewer allows you to view the pages, metadata, annotations, and other information about documents with image pages, including PDFs. Audio and video files will be played as streaming media in your browser window by default. (Other types of documents with electronic files, such as Word documents or Excel spreadsheets, open in their own native applications instead.) To open the document viewer, click the name of any document with pages (including PDFs), or select a document, click the <b>More</b> button (), and select <b>Open</b>.</p> <p>On the left, you can quickly scan through a document's pages using the thumbnails. To view a page,</p>

		<p>select it and it will display in the center. On the right, you can view additional information (called metadata) about the selected document or folder. The toolbar at the top allows you to perform actions such as zooming in or out, adding annotations, switching to full screen mode, or saving changes. Above that, the search bar allows you to quickly search within this document.</p>
<p>Manual And Silent Check-In/Out</p>	<p>The ability for end users to check in and check out content. The automatic check-out and check-in of content as users open and close content.</p>	<p>Documents can be checked out manually by selecting the document in the folder browser, clicking the More button (The More button, three vertical dots.), and selecting Check Out Document, If the document has image pages, you can also check it out by opening it in the document viewer, clicking the document name in the upper left corner, and selecting Check Out Document. (You can also check out Microsoft Word documents manually in this way if you do not want them to be checked back in as soon as you close Office.) Documents that are checked out are still available for read-only access by others.</p> <p>The Laserfiche Integration with Microsoft Office 365 allows you to easily edit Microsoft Office documents on the web directly from the Laserfiche document viewer. This allows multiple users to simultaneously co-author documents, enabling a streamlined experience to collaboratively produce and edit content.</p> <p>The Laserfiche Integration with Microsoft 365 is not the same as the Laserfiche Office Plug-in. A Microsoft Office 365 ProPlus subscription or higher is required to use this integration with Laserfiche Cloud.</p>

**6.2. (E) DESCRIBE ANY ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, EDIT COLLISION**

**DETECTION, ETC. IF AN OFFEROR'S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR'S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

There is no additional functionality to list.

## 7. CONTENT SECURITY

### 7.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY CONTENT SECURITY REQUIREMENTS.

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Read Permission	The provision of controls for the definition and application of permissions at a user or group level to access (read) content and metadata.	<p>The Laserfiche Server provides a powerful set of security options you can use to ensure only the right users can access information in your repository. With Laserfiche security, you can control access on a variety of levels. You can determine which users can log in to your repository, collect them into groups to apply security consistently, and decide what folders, documents, and metadata they can see. In addition, Laserfiche gives you the tools you need to quickly apply security to very large or complicated systems. Laserfiche security has two separate but interrelated aspects: authentication and authorization. Authentication determines users are who they claim to be; it answers the questions "who is this user?" and "can this user log in?" Authorization determines what elements of the repository the user can access after logging in and what he or she can do with those elements. Laserfiche provides an extremely robust security system. The security can be broken down into main security types, Access Rights and Feature Rights.</p> <p><b>Access Rights</b></p> <p>Access rights control what actions users can perform on specific elements of the repository. Each operation on a document, folder, page, volume, field, or template has a set of required entry access rights. If the user attempting the action</p>

		<p>does not have the necessary rights, the user is denied the operation. Access rights can be further broken down based on the type of element being secured:</p> <ul style="list-style-type: none"> <li>• Entry Access Rights: Access to documents, folders, and shortcuts.</li> <li>• Volume Access Rights: Access to volumes, including the ability to create and delete documents stored in that volume, and add, remove, or move pages that belong to the volume.</li> <li>• Field Access Rights: Access to field data.</li> <li>• Template Access Rights: Access to template definitions.</li> </ul> <p><b>Feature Rights</b></p> <p>Feature rights allow a user to perform specific actions, such as scanning and printing. Specifically, these rights control whether the command in question is available to that user when they open the Laserfiche web or Windows client. Feature rights are a quick way to prevent users from performing basic types of activity in Laserfiche.</p> <p><b>Specific feature rights include:</b></p> <ul style="list-style-type: none"> <li>• Scan: The ability to scan into a new or existing document.</li> <li>• Import: The ability to import files into the repository.</li> <li>• Search: The ability to perform any type of search.</li> <li>• Print: The ability to print information from the repository.</li> <li>• Export: The ability to export images, text, briefcases, folder list contents, listings of search results, and electronic files, and to use the Email Plug-in.</li> <li>• Edit Text: The ability to modify the text associated with a document.</li> <li>• Move Entry: The ability to move documents, electronic documents, and folders to a different folder, as well as the ability to move pages between documents.</li> <li>• Process: The ability to OCR image pages, index documents, extract</li> </ul>
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		<p>text from an electronic file, or process electronic documents using Laserfiche Snapshot. This feature right does not affect whether you can print an electronic file using Laserfiche Snapshot.</p> <ul style="list-style-type: none"> <li>• Extended Properties: The ability to view additional property information in the Properties dialog box, as well as the ability to view the Entry ID folder browser column.</li> <li>• Delete: The ability to delete entries, as well as whether one or more pages can be deleted from a document.</li> </ul>
Edit Permission	The provision of controls for the definition and application of permissions at a user or group level to edit (write) content and metadata.	See answer above
Delete Permission	The provision of controls for the definition and application of permissions at a user or group level to remove (delete) content and metadata.	See answer above
Print/Download Permission	The provision of controls for the definition and application of permissions at a user or group level to print and download content and metadata.	See answer above
Content-Aware Data Loss Prevention (DLP)	The provision of DLP features, which enable administrators to configure rules to identify sensitive information and associated policies (including available actions, notifications, and alerts).	Metadata assignment and Workflow based rules can be configured in combination to classify documents potentially containing sensitive information. The trigger events may include activities that will then provide a structured series of outflow paths including line of business approvals for access to the content, notification emails for each action, and/or other necessary system functions.
Security Policy Inheritance	The ability to define the inheritance of security controls, for example, at a folder or logical container level.	Security can be put at the folder level or all the way down to the document level. You can determine the best way to apply the security based on the content.
Object-Level Access Control	The ability to define security controls at an individual object level (for example, to a file or folder).	Laserfiche meets this requirement out of the box.

Encryption For Data in Transit	Services to ensure content is encrypted whilst in transit.	Laserfiche supports the use of the Windows Encrypted File System (EFS) and SQL Transparent Data Encryption (TDE). These require Enterprise or Datacenter levels of Windows and MSSQL.
Native And Selective Repository Encryption	The ability to define and implement encryption of the entire content repository and/or selective areas.	Native encryption is available within the Laserfiche software through volume level encryption. Many entities encrypt their Laserfiche environments through a combination of infrastructure level (hardware) encryption for the file storage, as well as database encryption via Microsoft Transparent Database Encryption (TDE).
Physical Redundancy	Provide the ability for documents and images to be stored in more than one physical location to facilitate redundancy with automatic fail-over and failback	You can use Laserfiche with failover clustering technology to maintain high availability; allowing users to access Laserfiche after a hard disk, network, software, or other type of failure occurs. You can achieve high availability by creating a cluster that contains multiple redundant machines (otherwise known as nodes). If a failure is detected on the active node, the cluster will automatically failover to a backup node, which takes over the original node's work without causing significant interruptions in service.

**7.2. (E) DESCRIBE ANY ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, PERMISSION CHANGE AUDITING, ETC. IF AN OFFEROR'S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR'S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

The web client includes security reporting tools that allow you to manage and troubleshoot your entry access rights. All reports can be downloaded as a table, a list, a Microsoft Excel spreadsheet, or a comma-separated text file.

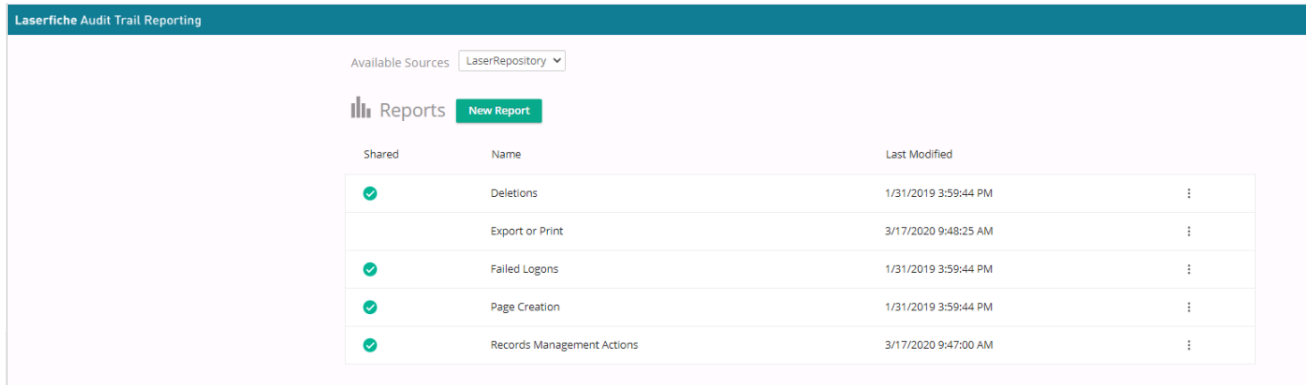
The **Entry Effective Access Rights Report** allows you to view the effective access rights for the currently selected entry, either for all users, or for specified users or members of specified groups.

The **User Effective Access Rights Report** allows you to view the effective rights for the specified user or users on the selected entry and all its child folders and documents.

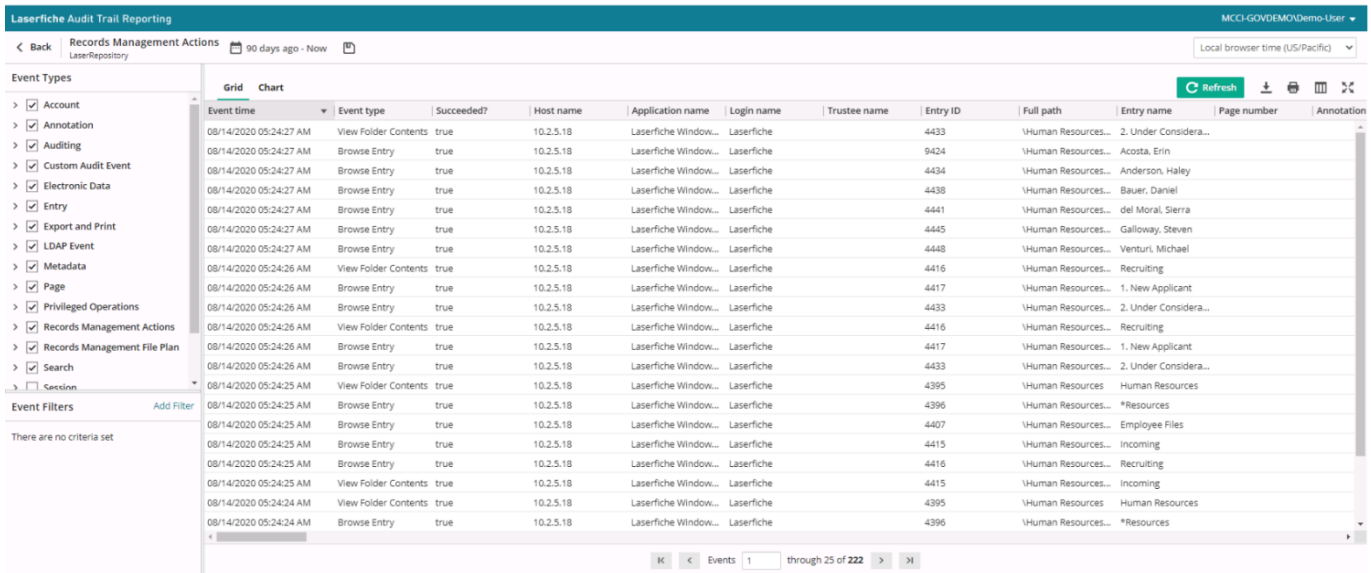
The **User Security Properties Report** allows you to view the security configuration for the specified user or users, including security tags, group membership, feature rights, privileges, audited events, and group watermarks.

Laserfiche Audit Trail enables you to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations but also contributes to the security of the Laserfiche repository. Audit Trail offers a web-based viewer to view all audit information, along with the ability to save report definitions. Below are two screenshots of the interface.

Screenshot 1 - Saved Reports and Ability to Create New



Screenshot 2 - Report Creation/Viewing interface



## 8. DELIVERY MODEL

### 8.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY DELIVERY MODEL REQUIREMENTS.

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Private Cloud	The ability to host the service in a private cloud environment (for example, running on a third-party infrastructure as a service (IaaS) platform). Data must not leave continental US.	Laserfiche can be implemented in the ITS data center, and a private cloud. MCCI also has a managed cloud offering in Microsoft Azure.
On-Premises	The ability to host the service on-premises.	Laserfiche can be implemented on-premises.

Microsoft SQL Server Support	For a private cloud or on-premises solution, the provision of Relational Database Management System (RDBMS) components which can be deployed on Microsoft SQL Server.	Laserfiche utilizes Microsoft SQL Server for deployment for either private cloud or on-premises solutions.
Windows Support	For a private cloud or on-premises solution, the provision of server-side components, which can be deployed on Windows Server.	Laserfiche can be deployed with Windows Server for private or on-premises solutions.

**8.2. (E) DESCRIBE ANY ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, MANAGED HOSTED SERVICE OR HYBRID CAPABILITIES, ETC. IF AN OFFEROR'S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR'S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

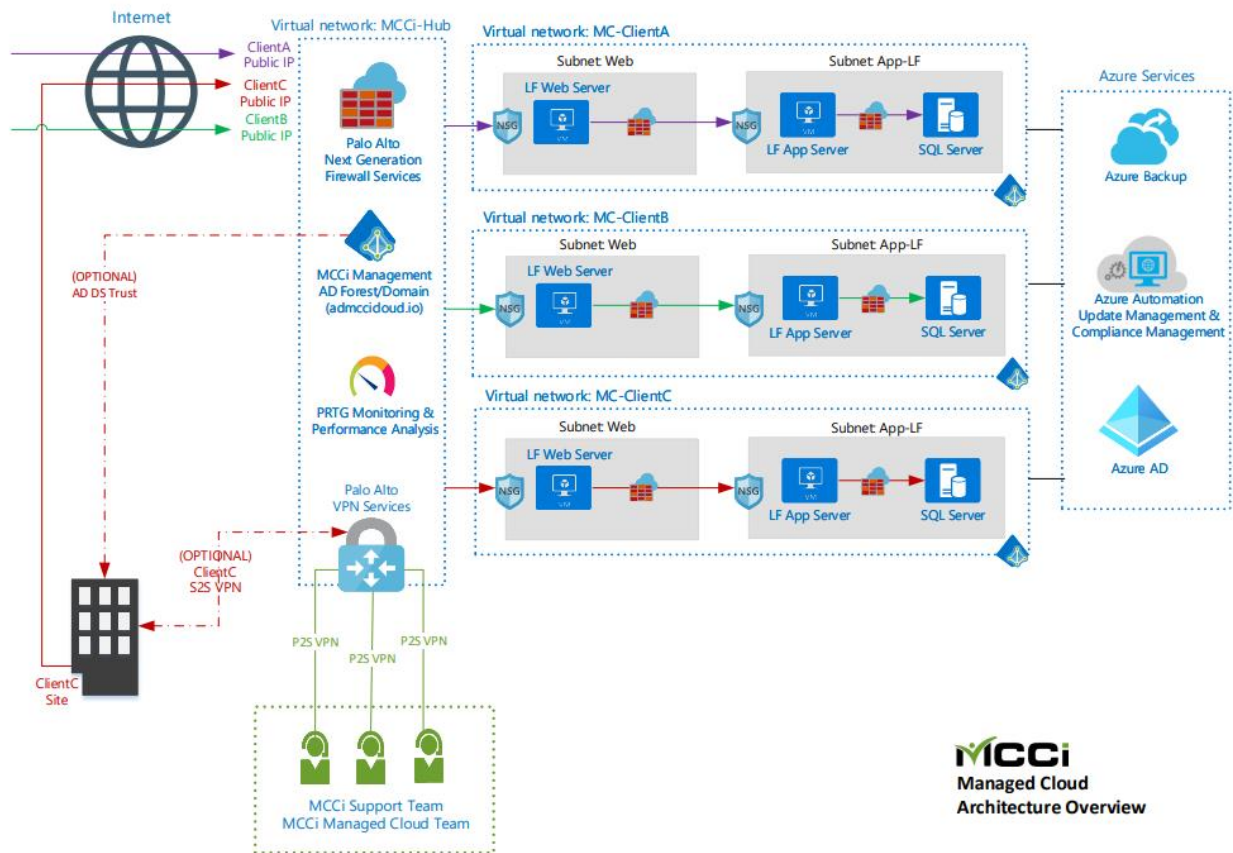
MCCi is proposing Laserfiche subscription licensing for ITS which is self-hosted and can be implemented on servers housed at ITS or in a private cloud. MCCi offers a Managed Cloud option.

MCCi Managed Cloud operates cloud infrastructure on your behalf, providing a secure and compliant environment without worrying about day-to-day management. By implementing best practices to maintain your infrastructure, MCCi Managed Cloud helps to reduce your operational overhead and risk. MCCi Managed Cloud automates common activities, such as change requests, monitoring, patch management, security, backup services, and provides full-lifecycle services to provision, run, and support your infrastructure. MCCi Managed Cloud unburdens you from infrastructure operations so you can direct resources toward differentiating your business.

MCCi's Managed Cloud is built on Microsoft's Azure Government Cloud Services. The overall solution architecture is presented in the attached document: Managed Cloud Architecture Diagrams PDF. As depicted in the solution architecture, MCCi isolates clients to separate virtual networks and deploys dedicated compute resources (virtual machines and SQL instances) for each client.

Support for the Managed Cloud service is provided by MCCi's Technical Support team. This is the same team that provides support for all our Laserfiche clients, whether on-premises, MCCi Managed Cloud, hosted with 3<sup>rd</sup> party, or Laserfiche Cloud. This provides our clients with a single point of contact for support of both Laserfiche software and Managed Cloud hosting services. MCCi does not outsource Technical Support; 100% of our support team members are MCCi employees. Every team member is Laserfiche Gold certified, with new team members required to achieve Laserfiche Gold Certification within 90 days of start.

These elements result in MCCi's Technical Support achieving over a 99% Customer Satisfaction rating from our clients.



Revision Date: 6/26/2020

Laserfiche also has a cloud option, Laserfiche Cloud. We are not recommending this as an enterprise solution for the State of Idaho, **(all of MCCi's responses to Functional Areas Part-A have been based on Self-Hosted Subscription Software, rather than Laserfiche Cloud)**, however smaller agencies that need to remain separate from ITS may benefit from the cloud platform and functionality. We have included this as a pricing option in our price list.

In addition, there is some hybrid functionality in Laserfiche Cloud that can be purchased for self-hosted clients including:

**Direct Share** (hybrid functionality)

Laserfiche Cloud also has the feature of direct share. This allows the end-user to share content from the Laserfiche Repository with external users. The recipient will receive a unique and anonymized URL that they can use to access the files for a limited period of time. The Laserfiche user can add a password and specify the number of days until the URL expires. As part of the feature, the sender will receive a notification on when the content was viewed.

***Additional hybrid functionality will be released in the future, including Capture profiles & smart invoice capture.***

## 9. INFORMATION GOVERNANCE

### 9.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY INFORMATION GOVERNANCE REQUIREMENTS.

MANDATORY CRITERION	DESCRIPTION	RESPONSE
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Health Insurance Portability and Accountability Act (HIPAA) Compliance	HIPAA compliance with signed Business Associate Agreement (BAA) for the service.	MCCi can execute a BAA. All technical staff goes through HIPAA awareness training.
Payment Card Industry Data Security Standard (PCI DSS) Compliance	PCI DSS compliance for the service.	If your team decides to store PCI or HIPAA regulated information in the metadata of a document, that information is stored in the database and would require encryption, using TDE (Transparent Data Encryption) which is native to MSSQL Data Center or Enterprise editions. If the data is stored on the images of the records, which are <b>NOT</b> stored as BLOBs in the database (for optimization reasons), then the file system where they are stored is typically encrypted using EFS (Encrypting File System), a native feature of NTFS and Windows Server.
Criminal Justice Information Systems (CJIS) Compliance	CJIS compliance for the service	Yes, Laserfiche provides the platform and tools to Support compliance with regulatory mandates CJIS based on proper configuration. In addition, all MCCi technical staff goes through CJIS Awareness training.
Social Security Administration (SSA) Compliance	SSA compliance for the service	<p>Laserfiche features multi-layered security that gives system administrators finely tuned control over access to the system and records, as well as associated documentation.</p> <ul style="list-style-type: none"> <li>- Maintain information security with password-protected access to the Laserfiche repository.</li> <li>- Assign user- or group-specific access rights to individual folders, files, and metadata.</li> <li>- Redact individual words or entire areas of documents to secure PHI such as patient name, address, and Social Security number.</li> <li>- Manage written or oral PHI in any format, from paper to e-mail to audio and video files.</li> </ul> <p><b>Implement Comprehensive System Security</b></p> <p>HIPAA security regulations dictate how to store, transfer, and protect the privacy of electronic PHI.</p>

		<p>Laserfiche’s DoD-certified security and auditing tools help you enforce your administrative and technical PHI safeguards. And when it’s necessary to access information for patient care,</p> <p>Laserfiche ensures that only authorized personnel can do so.</p> <ul style="list-style-type: none"> <li>- Log all attempts to view, delete, edit, move, e-mail, or print documents and records.</li> <li>- Affix a custom watermark or timestamp to printed documents.</li> <li>- Ensure continuity of information with document versioning.</li> <li>- Preserve complete patient records by restricting modification and deletion of documents or individual pages.</li> <li>- Ensure that changes to documents and records result in new versions.</li> </ul> <p><b>Track User and Document Activity</b></p> <p>HIPAA states that organizations must establish policies and procedures regarding which individuals can access and distribute PHI. Laserfiche tracks all repository activity, including who performed the action, which documents were involved and where, when, and why the action took place.</p> <ul style="list-style-type: none"> <li>- Monitor system activity, including individual user activities, repository searches and attempts to change documents or user information.</li> <li>- Restrict information distribution at the user or group level.</li> <li>- Quickly identify security threats with custom Web-based reporting.</li> <li>- Require users to submit a reason for distributing or modifying documents.</li> </ul>
Internal Revenue Service (IRS) Compliance	IRS compliance for the service	See above.
Audit Trail	The provision of an audit trail that describes all user and system activities.	Laserfiche Audit Trail enables you to track activities performed in a Laserfiche repository. The tracked

		information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations but also contributes to the security of the Laserfiche repository. Audit Trail offers a web-based viewer to view all audit information, along with the ability to save report definitions. Below are two screenshots of the interface.
E-Discovery	The provision of native e-discovery capabilities that allow authorized users to discover information and, if necessary, bypass existing retention rules (for example, by a legal hold) for a temporary period.	Laserfiche RME allows for this functionality. Records may be placed under 'Legal Hold' status therefore pausing normal retention cycles. Records may also be designated as 'Permanent' which will exclude those records from regular retention/disposition actions. Each status/action requires the user has the appropriate permission levels.
Record Auditing	The system tracks when a record or its metadata has been accessed or read and logs it in an audit log.	Audit Trail is capable of tracking these activities if turned on.
Audit Trail Protection	Services that enable auditing, tracking, and reporting of transactions that occur within the system in a robust form that cannot be tampered with or altered.	Laserfiche Audit Trail enables you to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations but also contributes to the security of the Laserfiche repository. Audit Trail offers a web-based viewer to view all audit information, along with the ability to save report definitions. Auditing capabilities include: <a href="https://doc.laserfiche.com/laserfiche/documentation/11/administration/enus/Subsystems/LFAdmin/Content/Audit_Trail_Editions.htm">https://doc.laserfiche.com/laserfiche/documentation/11/administration/enus/Subsystems/LFAdmin/Content/Audit_Trail_Editions.htm</a> Screenshots are included below.
Bulk Record Import	The ability to import new records from other repositories and automatically assign the appropriate record policy.	Laserfiche has the ability to import records through a variety of methods, both natively and through APIs. Laserfiche also allows for exchange of content through federation, where documents may

		be transitioned from one repository to another.
Retention/Record Policy Inheritance	The ability for documents and folders to have a defined records or retention policy based on a record keeping file plan or predefined folder structure.	<p>The following Records Management concepts are applied in the Laserfiche system to manage the lifecycle of the records which allow you to setup the retention of the records, and deletion if applicable.</p> <p><b><u>Record Series</u></b> Records management applications are organized around the central concept of record series. A record series is a group of records which includes instructions that control the life cycle of those records. A record series can also be contained within another record series; in that case, the 'child' record series would inherit the instructions from the 'parent.' The 'child' could also include additional, more specific instructions.</p> <p><b><u>Record folders</u></b>, described below, exist within record series as areas to file documents. A single Record Series can contain multiple Record Folders. These Record Folders may be at different stages in their record life cycles, but they will all follow the guidelines dictated by their Record Series. (Record folders, like child record series, can also contain more specific instructions.) Thus, the record management instructions applied to a given record depend on the record series it is contained within, as well as any additional instructions from its record folder or nested record series.</p> <p>Each record corresponds to at least one document in a record folder. A document is filed in exactly one record folder. Every object (record series, record folder, record, or document) has a unique identifier while it is managed within the records management application.</p> <p><b><u>Record Folder</u></b> A record folder is a collection of records all of which are governed by the same set of disposition</p>

		<p>instructions and are at the same stage in their records life cycle. Record folders, like record series, can specify retention and cutoff rules for the records they contain. Record folders represent the level at which most records management activities take place. These actions affect all records in that folder; no management tasks take place at the level of individual records except filing (or, in some circumstances, freezing.) Because records management properties and activities are all defined at the record folder level, people filing documents into a repository don't need to worry about setting the appropriate cutoff criteria and retention schedule on each document; all they need to do is file the document in the appropriate record folder, and the folder's retention instructions will take over.</p> <p><b><u>Metadata</u></b></p> <p>Each record, record series and folder may include a set of template fields, or metadata. Every template field has a human-readable name or designator and can contain corresponding data. Some fields are mandatory, meaning that every object associated with such a field must be assigned valid data for that field when it is filed. Other fields may be filled in or left blank as appropriate. It's generally a good idea to set up your system to fill out as many fields as it can automatically, by defining default values for the fields. These default values may be tokens which will be replaced with the current date or the document ID when the document is filed. You can set up template fields to restrict the data entered using constraints, which enforce a specific format. Laserfiche also allows you to make the fields "write-once" for your scanner operators, so that</p>
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only authorized users may edit the fields after the record is filed. Note that if a user does not have rights to edit a mandatory template field, and it is not auto populated, Laserfiche will not allow that user to file records using that template.

**Vital Records**

Some records can be deemed vital records, which are subject to periodic review and update. For instance, emergency operating records or legal and financial rights records would be considered vital to the organization's operation. Records managers can assign a review cycle to vital records and record when they were last reviewed. You can also search for all vital records, or only for those that are currently due for review. Vital Record status is determined by the Record Folder, such that all records inside a Vital Records Folder are considered Vital Records. Vital Records Cycle periods may be any time range from daily on up. Only authorized users can indicate that a record has been reviewed.

**Cutoff**

Cutoff is one of the most important parts of a records management system; the point at which a record becomes eligible for cutoff is the point at which it becomes subject to records management rules and begins to follow its retention schedule. Cutoff is sometimes not well understood, and many published records management guidelines do not explicitly state what type of cutoff criteria you should use.

When a record is cutoff, it is no longer considered active, and enters the disposition phase of their records life cycle. Each record has an associated set of instructions, which must include the series' cutoff instructions, as well as the retention period and disposition

		<p>actions. (For more information, see "Retention" and "Disposition," below.) A record's instructions are determined by the record series (and, in some cases, record folder) in which it is contained.</p> <p>Cutoff criteria define the cutoff eligibility for record folders located within a given record series. A cutoff eligibility requirement is a strict rule; you cannot cutoff a record folder unless it is specifically eligible. Cutoff must be performed manually, but the record will begin its first hold period as soon as it is eligible for cutoff, regardless of whether it has been cut off by the records manager or not.</p> <p>Cutoff criteria can take three forms: time disposition, event disposition, and time-event disposition.</p> <p><b><u>Time dispositions</u></b></p> <p>In time dispositions, the record series defines a time-based cycle period and the records in that series become eligible for cutoff at the beginning of each new cycle period. (For example, a monthly cutoff period would make records eligible for cutoff at the first day of the following month). Event dispositions</p> <p>In event disposition, eligibility occurs when an external event has occurred. The specific trigger for the event or events is defined on the individual record folder level within the record series.</p> <p><b><u>Time-event dispositions</u></b></p> <p>In time-event disposition, the triggering of the event inactivates the record, but it does not become eligible for cutoff until a certain period of time has passed. For example, a record folder with a time-event cutoff criteria where the event was 'account closed' and the time cycle was 'fiscal quarter' would be inactivated when the account closes, and eligible for cutoff on the first day of the next fiscal quarter.</p>
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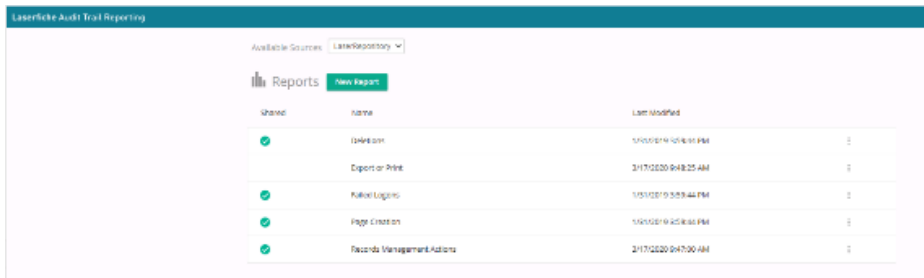
		<p>Any time after a record folder is eligible for cutoff, the Records Manager may elect to cutoff the folder. Since a record series acts to define the retention/disposition process, it can never be cutoff itself – all cutoff and further disposition events must occur at the folder level. While Laserfiche determines cutoff eligibility, the Records Manager must perform the actual cutoff – it does not happen automatically. Cutting off a folder prompts the beginning of the retention period and also closes and inactivates the Record Folder. A Records Manager can also uncut off a folder at any point before the first post-cutoff disposition action.</p> <p><b><u>Closing Records</u></b></p> <p>When the Records Manager indicates that an event has occurred for a record folder with an Event or Time-Event record series, the folder is closed (no new records can be filed) and all the records in the folder are held inactive (no modifications allowed). During the interval between any folder being closed and being cutoff (regardless of cutoff eligibility), the Records Manager can reopen the folder allowing for further filing and re-activation of records. Folders that have been cutoff can also be re-opened if they are first uncut off. For Event and Time-Event series, reopening the folder is equivalent to telling Laserfiche that the event did not occur; reopening will clear the original event date and remove any cutoff eligibility the folder may have had.</p> <p><b><u>Retention</u></b></p> <p>The first retention period, known as the hold period, can be of any duration including zero. Once the retention period is over, the records in a folder become eligible for disposition. They may then enter disposition by going through a</p>
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		<p>further disposition action. During the hold period, the records are stored within the current file area and must still be accessible within the system.</p> <p>Anytime during the hold period, the Records Manager may choose to un-cutoff folders within an event or time-event series. This would be done primarily to invalidate inappropriate event eligibility – for instance, if a record was believed to be no longer needed but was later determined to be still in use – and has the same effects as reopening a non-cutoff folder. The hold period ends when a further disposition action is performed on the specific record folder, moving it out of the current file area.</p> <p><b><u>Disposition</u></b></p> <p>After the hold period is over, inactive documents can be subject to one or more disposition actions. These actions may be interim transfers or final disposition. You can specify zero or more transfers in the retention schedule. If you specify transfers, these actions will be applied in sequence, with a retention period between each transfer, and ending with the final disposition. The available actions for final disposition are accession, destruction, and none; a disposition of "none" means that the record is considered permanent. Disposition always occurs after any and all transfers have taken place. At most one final disposition can be chosen. Interim transfers and final dispositions also differ in their eligibility requirements. The eligibility requirement for a final disposition is a strict rule – a final disposition cannot be performed if the record folder is not specifically eligible for it. Interim transfers are much more lenient, however, allowing for transfers to take place when they are not necessarily</p>
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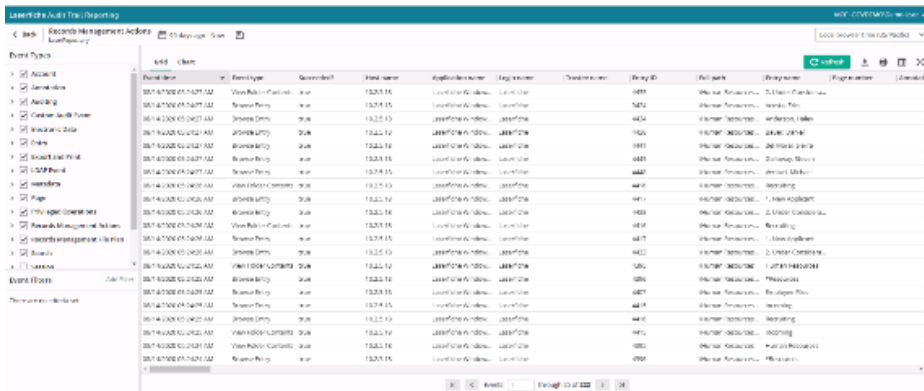
		<p>eligible, in different orders then outlined by the record series, or even to be outright skipped. This is because the record is still under the authority of the original institution and they can choose how to handle it; leniency in interim transfers also allows final disposition – which is much stricter – to occur on schedule even if the intermediate transfers did not.</p> <p><b><u>Transfer</u></b></p> <p>Transfer is the act of moving records out of the current storage area. For physical records, this might entail moving boxes of records out of prime office-space into low-cost warehouses. For electronic records, this might mean exporting the documents to optical media and then deleting the on-line copies.</p> <p><b><u>Destruction</u></b></p> <p>Destruction is the act of permanently destroying documents. Records located within Record Series designated as containing Permanent Records cannot be destroyed.</p> <p><b><u>Accession</u></b></p> <p>Accession is very similar to transfer. Unlike transfer, during which the organization maintains authority over the records, accession entails transfer of responsibility and authority over the records to another organization, generally for archival purposes. Records with no final disposition are held inactive but available for access in perpetuity.</p>
Disposition Rules	Records management to include disposition rules triggered by event based or time-based disposition. A certificate of disposition for documents to be provided along with an audit trail of who approved the disposition	Disposition rules can be triggered by either event based on time-based disposition. A report can be created showing the disposition details that can be included with the audit of who approved the disposition for reporting appropriately.

**AUDIT TRAIL SCREENSHOTS**

## Screenshot 1 - Saved Reports and Ability to Create New



## Screenshot 2 - Report Creation/Viewing interface



## RECORDS MANAGEMENT SCREENSHOT

Screenshot 1- you can see the records series folders on the left that have retention applied to them. In the middle you can see normal Laserfiche folders. On the far right, you can see where the documents are in the life cycle of the record. This record is in its cutoff period.

- ✓ [Folder Icon] 0H1 Human Resources
- ✓ [Folder Icon] 0H1E Employee Files
  - > [Folder Icon] 0H1EA Onboarding
  - ✓ [Folder Icon] 0H1EB Tax Documents
    - > [Folder Icon] 2015
    - > [Folder Icon] 2016
    - > [Folder Icon] 2017
    - > [Folder Icon] 2018
    - > [Folder Icon] 2019
    - > [Folder Icon] 2020
    - > [Folder Icon] 0H1EC Benefits Enrollment
    - > [Folder Icon] 0H1ED Performance Reviews

- ✓ [Folder Icon] Human Resources
  - > [Folder Icon] \*Resources
  - ✓ [Folder Icon] Employee Files
    - > [Folder Icon] Allen, Abigail
    - > [Folder Icon] Beuder, Holly
    - > [Folder Icon] Hall, Andrew
    - > [Folder Icon] Johnson, Courtney
    - > [Folder Icon] Kelley, Tucker
    - > [Folder Icon] Morgan, Mark
    - > [Folder Icon] Schmitt, David

[Folder Icon] Black, Michael ☆
Records

Metadata
Preview
Fields
Records

**Life Cycle** [Edit properties](#)

8/13/2010 ○ Filing date

4/3/2012 ○ Employment Ended

8/18/2013 ● Cutoff  
Eligible for cutoff 4/3/2013

4/3/2023 ○ Eligible for destruction

**Details**

Location: Current file area

Status: Cutoff

Path: Repository 1\0P4 Human Resources Records\01-01 Employment Applications\Black, Michael

Permanent: No

**Cutoff Instruction**

Name: Employee Records

Type: Interval-Event

Interval: 12 months

**Retention Schedule**

Name: Employee Records

Type: Destroy

Retain for: 10 year(s), 0 month(s)

Screenshot 2- Records details like properties, cutoff instructions, schedules, holds and other settings can be managed in admin console.

## Records

The screenshot displays the 'Records' admin console with a navigation bar at the top containing 'Record Properties', 'Cutoff Instructions', 'Retention Schedules', 'Holds', and 'Settings'. Below the navigation bar are three panels:

- Review Cycles:** A list of review cycles with checkboxes for selection. The items are: BIM (Bimonthly), CH (Calendar Half-yearly), CQ (Calendar Quarterly), CY (Calendar Yearly), FH (Fiscal Half-yearly), FQ (Fiscal Quarterly), FY (Fiscal Yearly), MF (Mon-Fri), MON (Monthly), and SY (School Year).
- Events:** A list of events with checkboxes for selection. The items are: Contract ended, Loan Completed, Retired, and Terminated.
- Locations:** A list of locations with checkboxes for selection. The item is: Current file area.

**9.2. (E) DESCRIBE ANY ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, FEDRAMP COMPLIANCE, METADATA-DRIVEN DATA RESIDENCY, OR NATIVE REPOSITORY LEGAL HOLD, ETC. IF AN OFFEROR'S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR'S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

**DOD 5015.2** - DoD 5015.2 outlines the baseline functionality required for records management applications used by the U.S. Department of Defense and has been endorsed by the National Archives and Records Administration (NARA) as an "adequate and appropriate basis for addressing the basic challenges of managing records in the automated environment that increasingly characterizes the creation and use of records."

**Laserfiche Records Management has been DoD 5015.2 certified for over 10 years** (now on version 3), unlike many of the solutions on the market.

Legal holds can be done through the click of a button within the repository. Placing a hold on a record prevents modification to it and halts its records management life cycle, such as not allowing a frozen record folder to be cut off. When a record is placed under a hold, a reason for the hold must be specified, such as legal or regulatory actions. Once the need for the hold has passed, the hold can be removed and the record will resume its original life cycle. Placing a hold on a record does not affect its eligibility date. If a record has multiple holds on it, it will only resume its life cycle when all holds have been removed.

Placing a hold on an active record folder or series prevents the removal of records. However, additional records can still be filed into the record folder while it is under a hold. Any records added to a record folder under a hold will themselves be placed under the same hold.

The hold system provides a great deal of flexibility. Holds can be applied to folders, in which case all the documents and folders within that folder will be under a hold or holds can be applied to individual documents. A single hold can be applied to multiple documents, and a document can have multiple holds applied. You can also apply a due date to a hold, and administrators can view a list of all holds in the repository and which entries they apply to.

Because of the ability to place holds on individual records, a record folder may contain some records that are under a hold and some that are not. While records under a hold are not affected by any disposition actions performed on the record folder, records not under a hold are. Therefore, performing disposition actions on a record folder can create a situation where the record folder contains records at different stages of a retention schedule. This also means that you may be able to perform the same disposition action multiple times on the same record folder.

For data residency requirements, the security enforcement, audit trail monitoring, and records management policy enforcement all work in tandem to ensure that the appropriate data and access to said data is only made available to approved actors of the system. Each document and its associated metadata are secured within the centralized repository and can be restricted down to a single document and/or field value as required by regulatory compliance.

If the solution is being offered via MCCi's Managed Cloud, our Cloud hosting is authorized at FedRAMP Level High, which features the highest level of security controls available for government level hosting platforms.

## 10. METADATA AND CLASSIFICATION

### 10.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY METADATA AND CLASSIFICATION REQUIREMENTS.

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Metadata Capture During Import	The ability for users to add metadata or tags to content during the import process	By default, in Laserfiche, users can add metadata including tags during the import process.
Centralized Metadata Management	The system has centralized administration capabilities to define content types and metadata and have them applied to all appropriate content in the system. Users are not required to create metadata definitions themselves.	Administrators can create and modify metadata so users are not required to create metadata themselves. This is done through the admin console.

#### Screenshot 1

Metadata can be managed in admin console

## Metadata

Fields    Templates    External Tables    Tags    Document Relationships    Certificate Store

Search

⌂ + 🗑️ 📄 ⬇️ ⬆️ 🔍 🛡️

<input type="checkbox"/>	Name	Description	Type	Width	Default	Multiple	Required f...	Indexed	Constraint	Format	Assigned T...
<input type="checkbox"/>	Account Investmen...		Text	40						None	0
<input type="checkbox"/>	Account Number		Text	40						None	1
<input type="checkbox"/>	Account Opening St...		List	40						None	1
<input type="checkbox"/>	Account Represent...		Text	40						None	0
<input type="checkbox"/>	Account Type		Text	40						None	0
<input type="checkbox"/>	Address		Text	200						None	6
<input type="checkbox"/>	Amount		Number	N/A						Currency	3
<input type="checkbox"/>	AP - Invoice 1099	AP - Invoice 10...	Text	40						None	0
<input type="checkbox"/>	AP - Invoice Approv...	AP - Invoice Ap...	Text	40						None	0
<input type="checkbox"/>	AP - Invoice Bank C...	AP - Invoice Ba...	Text	40						None	0
<input type="checkbox"/>	AP - Invoice Date	AP - Invoice Date	Date/Time	N/A						Short Date/ti...	0

### Screenshot 2

Fields can be added and configured easily. It's easy to configure the type of fields needed.

**10.2. (E) DESCRIBE ANY ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, MANDATORY METADATA, METADATA PICKLISTS AND DEFAULT RULES, ETC. IF AN OFFEROR'S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR'S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

The Laserfiche Taxonomy is based on a fully customizable folder hierarchy to organize your content in a meaningful and secure manner. These folders can be organized by department, business process, record type, etc. Access rights can be applied to these folders similar to windows security providing an intuitive and familiar process for securing the repository. While the folder structure provides a powerful and easy way to organize your files, Laserfiche also provides a very powerful search capability which is the preferred method for quickly retrieving documents.

On the front-end, Laserfiche uses both a visual folder hierarchy as well as robust metadata options for organizing, securing, routing, and efficient document retrieval. The folder structure can be tailored to create a perfect-fit match for your document management, records retention, secure access, workflow, and reporting needs. The powerful folder and document-level security of the system allows the system to provide customized "portals" to documents for separate users or groups that are optimized for how they need to view the files.

Metadata is "data about data." In Laserfiche, it provides information about a stored document, such as the document creator, date/time of creation and document type, to name a few examples. Laserfiche metadata stores any information you provide or designate to a document or folder. Certain types of metadata—fields/templates, tags, and links—make finding content in your repository faster and easier.

Fields can be applied to documents and folders to provide identifying—and searchable—information that is useful in retrieving the item when it is needed. Grouping fields in templates makes them easier to associate with entries and one field can be reused in multiple templates.

An informational tag can be applied to documents and folders to identify documents that share a particular trait. Searching by the tag can then quickly return the whole group. For example, all documents related to a particular project may reside in different places in the repository and have different templates associated with them.

While many systems out there are recommending not using fields and metadata as a means of organization, we find it required for a best-in-class user experience. The metadata connects information to other systems through integration and is also what drives the business processes.

Laserfiche Workflow uses metadata that is entered when a record is added to the repository, either manually or automatically through capture tools and database lookups, to automatically create a folder structure based on that metadata. For example: A Human Resource document is added to the system with the Employee ID and a document type. Laserfiche will query the Human Resource application to gather the Employee Name, Position, etc. Laserfiche Workflow will then file and name the document according to the Solution Providers retrieved.

Laserfiche automatically alerts the user if a document being saved has the same name in Laserfiche. The system can also be configured to flag duplicate documents it finds based on the metadata associated with that document within Laserfiche.

Laserfiche also allows for linking records together in the metadata to allow you to access a record associated with another that may reside in another location in the repository.

Laserfiche supports the following field types:

**Text:** The Text type is the most permissive type of field. Any character can be entered into it. By default, the only limitation Text fields have is the width or number of characters that can be assigned to it. The width is set when the field is created.

**List:** A List field type allows you to select a value from a predefined list. The values available from this list and the order in which they appear are configured when the field is created.

**Number:** Only number values, including decimals and negative numbers, can be type into a Number field. A number value must fall within the following range: -9,999,999,999,999.999 and 9,999,999,999,999.999. Number fields support up to five places after a decimal point (e.g., 0.00001).

**Date:** Only date values can be specified for a Date field type. A date value must be formatted using short date format (e.g., 06/05/2014).

**Date/Time:** A Date/Time field allows you to specify date/time values. A date/time value must be formatted using short date format followed by the time (e.g., 06/05/2014 06:00:00 PM).

**Time:** A Time field type allows you to specify time values.

### **Field Display Formats**

You can customize the way that Laserfiche displays date, time, and number field values. This customizing can be done on a field-by-field basis. For example, you might choose to always display one number field as a percentage (so that the value "90" will be displayed as "90%"), and a different number field as currency (so that the value "345.98" will be displayed as "\$345.98").

You can choose from several pre-defined display formats options for Date, Time, Date/Time, and Number fields, or you can create a custom field display. For more information on customizing the field display, see [Field Display Formats](#).

### **Field Constraints**

Text and number fields can be constrained to a certain format or range of values to ensure consistency in how a value is specified across your organization. For example, you might want to ensure that all phone numbers are input in the format 123-456-7890. Similarly, you might have a number field to store four-digit invoice numbers and want to ensure that all values in that field fall between 1000 and 9999.

You can choose from pre-defined example constraints or create your own custom constraint. For more information, see [Field Constraints](#).

### **Multi-Value Fields**

Fields may be configured to accept multiple values. For example, if a report may have multiple authors, the Author field may be configured to allow you to type more than one author name. Any value in a multi-value field can be searched on, regardless of its position in the field. Fields are marked as multi-value fields in Repository Administration. You can mark a field as multi-value when you create it, or you can modify an existing field to allow it to accept multiple values.

After the first value is typed into a multi-value field, a new line will appear below it, allowing you to type a second value for the field, and so on. To remove a value from a field, click the remove button to the right of the field value.

### **Multi-Value Field Groups**

Multi-value field groups are groups of multi-value fields that are related in some way. When multi-value fields are collected into a multi-value field group, the first value for each field will be displayed together, and then the second value for each field will be displayed together, and so on. If a multi-value field is not part of a multi-value field group, all the values for the first field will be displayed together, and then all the values for the second field will be displayed together, and so on.

For example, you might store invoices in Laserfiche and include information about those invoices in the fields. An invoice might have multiple items on it, each of which has information that needs to be stored in the metadata: the item's name, product ID, quantity, and price. If you are not using multi-value field groups, each field will be listed separately, making it difficult to tell which product corresponds to which ID, quantity, and price.

However, if you are using multi-value field groups, multi-value fields will be arranged so that the first values of each member of the group are displayed together, making it easier to interpret the results. You can also define multiple multi-value field groups for a single template.

You can also define multiple multi-v for a single template. Multi-value field groups can collect any fields in the template as long as they are multi-value fields, including value field groups dynamic fields. Multi-value field groups are specific to a particular template. If the fields also exist in another template, they will not automatically be collected as a multi-value field group in that other template.

**Dynamic Fields:**

Dynamic fields provide administrators with a way to customize the way fields are handled within a template. With a set of dynamic fields, the value selected in one field determines the values that can be selected in the next field. For example, once a user has selected Wisconsin for the State field, the city field would only display cities in Wisconsin.

**11.PLATFORM**

**11.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY PLATFORM REQUIREMENTS.**

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Open, Complete Application Programming Interface (API) And Software Development Kit (SDK)	The platform includes an open, documented customer- and partner-accessible API that supports standard system functions such as read, write, delete of content and metadata, versioning, and check in and check out. Preference is for REST API. SDK provided to build custom integrations	<p>There are multiple ways to handle an integration utilizing the Laserfiche SDK or MCCI's Common Web Services API. This can be accomplished utilizing one of our integration options.</p> <p><b>Laserfiche Workflow SDK</b></p> <p>This activity runs a custom VB.NET or C# SDK script. Use this activity if you want your script to interact with Laserfiche. An SDK Script extends the existing Workflow script API, automatically adds Repository Access references, provides a connection to the Laserfiche repository, and provides access to entry properties in the Workflow script project. You only need to add one SDK script activity to your workflow to make the Repository Access references available to all Script and SDK Script activities in the workflow. It allows for custom scripting towards making soap requests not available in the native Web requests.</p> <p><b>Laserfiche Restful API requests</b></p> <p>"Laserfiche's HTTP Web Request activity built-in Laserfiche Workflow allows for Restful Web Requests to be made. The service follows RESTful web service standards POST, GET, PUT, and DELETE commands are employed with named routes and parameters where necessary. It allows for custom request and response headers, including choosing content-type. Also included is the ability to set your preferred Response Format (HTML, Text, XML, JSON or custom)</p>

		<p><b>MCCi's CWSAPI</b>  The CWS API, Common Web Service Application Programming Interface, created by MCCi, provides API endpoints for CRUD (create, read, update, delete) functionality with a Laserfiche document store. The service follows RESTful web service standards POST, GET, PUT, and DELETE commands are employed with named routes and parameters where necessary. It also follows the OAuth style of using bearer tokens to secure interactions.  <b>*Quoted Separately</b></p>
Content Migration Tools	The vendor offers content migration tools that support bulk import of content.	<p>There are multiple ways content can be bulk imported into the system including:  <b>Import Agent</b>  Import Agent is a tool for automatically retrieving files stored in a Windows folder and importing them into a Laserfiche repository. The Windows folder can be local to the Import Agent machine or stored on a network drive. During the import process, Import Agent can process the files (e.g., perform OCR), add metadata (e.g., populate fields, add tags), and perform additional tasks.  <b>LASERFICHE "QUICK FIELDS" (QF) BATCH PROCESSING TOOLS ARE DESIGNED FOR BULK SCANNING AND BATCH IMPORTS.</b>  Quick Fields is a high-volume capture software that automates document import, classification, and indexing. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process, improving the speed and accuracy of data capture. Quick Fields has varying levels and can include barcode recognition.  In addition to bulk importing content, data can be bulk imported through a variety of ways. Data can be transmitted to Laserfiche using a Web Service API, or through an SDK call, using just about any format. Or, if the organization has complete control over the data output format, and the data is exported in a format that meets a specific Laserfiche requirement called a "List File", a module called Import Agent can be utilized to scoop the data into the system instead of using an API.  <b>Migration Tool</b>  If the agency is migrating from another ECM solution, MCCi has tools to migrate the data and metadata. This is scoped on a case-by-case basis due to the complexities of how other</p>

		systems handle images, wrappers, metadata, etc. The scope normally includes the services for MCCi to perform the migration utilizing the tool.
Encrypted Data at Rest	The system encrypts data when stored on-premises or within the native repository.	Laserfiche meets the Department of Defense requirements for ECM system certification, which includes the ability to encrypt documents at rest and in transit. Documents encrypted in transit utilize SSL. Images at Rest utilize Windows Server's Encrypted File System (EFS) functionality. Database encryption utilizes Transparent Data Encryption (TDE) protocols.
Accessibility	The vendor includes documentation to meet accessibility requirements. The platform meets United States General Service Administration (GSA) Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0 Level AA compliance for accessibility.	As part of Laserfiche's ongoing commitment to accessibility within the software, Laserfiche routinely completes Voluntary Product Accessibility Templates (VPATs) across product suite.  They use the ITI VPAT®, the leading global reporting format for assisting buyers and sellers in identifying information and communications technology (ICT) products and services with accessibility features. Version 2 of the VPAT expanded to include leading ICT accessibility standards Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. For more information, please visit <a href="http://itic.org/policy/accessibility/vpat">itic.org/policy/accessibility/vpat</a> . For many of the products, conformance to accessibility standards has been evaluated by external accessibility testing organizations under the DHS Trusted Tester Program. All reports can be downloaded at <a href="https://www.laserfiche.com/legal/accessibility/">https://www.laserfiche.com/legal/accessibility/</a>
Scalable Data Repositories	Ability to exploit increasing computing resources effectively in multiple repositories use cases.	You are able to configure additional repositories as needed based on resources and security needs. You can configure 15 repositories per Laserfiche server. You will be licensed for unlimited Laserfiche servers under the Laserfiche subscription shared service model for ITS proposed.
Robust Server Architecture	Support multiple application servers in a load-balanced configuration environment for redundancy	Laserfiche supports network load balancing as well as virtualization and clustering.

**11.2. (E) DESCRIBE ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, WEBDAV SUPPORT, CONTENT MANAGEMENT INTEROPERABILITY SERVICES (CMIS) SUPPORT, FORM BUILDER, OR MULTI-YEAR PRODUCT SUPPORT PLANS ETC. IF AN OFFEROR'S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING**

**PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR'S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

WebDAV and CMIS are supported within Laserfiche. Laserfiche SDK is required for CMIS. Laserfiche Forms includes a Laserfiche Forms Builder by default.

**12. PRODUCTIVITY**

**12.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY PRODUCTIVITY REQUIREMENTS.**

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Browser Client	The system has a web-based, HyperText Markup Language (HTML) 5-compliant, mobile browser user interface.	Laserfiche meets this requirement.
Microsoft Office 365 Integration	Content can be accessed by other Office 365 applications beyond SharePoint and OneDrive for Business.	<p>The Laserfiche Integration with Microsoft Office 365 allows you to easily edit Microsoft Office documents on the web directly from the Laserfiche document viewer. This allows multiple users to simultaneously coauthor documents, enabling a streamlined experience to collaboratively produce and edit content. The Laserfiche integration with Microsoft Office 365 utilizes the Microsoft Office Online Server and the Laserfiche Document Co-authoring Host so that Microsoft Office can work with installations of Laserfiche. This can be utilized for Word, Excel, or PowerPoint documents.</p> <p>With the repository import services can be configured to allow users to directly import documents directly from OneDrive for Business.</p>
Microsoft Outlook Integration	The system has an integration to Microsoft Outlook using a plug-in. Outlook is able to attach files from the system to emails and has the ability to save emails and attachments in the system.	Laserfiche offers two ways to import documents from Microsoft Outlook to your repository. You can automatically save selected emails to a default folder, or you can manually save documents and modify their destinations and properties during the import. If you choose to save documents automatically, you can configure how they will be saved, and you can use tokens to dynamically store them in your repository.
Microsoft Desktop Client Integration	The system has an integration to Microsoft Office desktop clients	Office Integration is a Laserfiche component that allows users to

	<p>(Word, PowerPoint, and Excel), using a plug-in that allows for file saves to the system.</p>	<p>take advantage of Laserfiche features when working with Microsoft Word documents, Excel spreadsheets, PowerPoint presentations, and Outlook messages in their native Microsoft Office applications. Office Integration allows you to save Office files directly to your repository from the Office ribbon or toolbar. You can save a Microsoft Office file (with the exception of Outlook message files) to Laserfiche at any point in working with the file. You can save a new file to Laserfiche before you begin to work on it, you can save an in-progress file and continue to edit it after storing it in Laserfiche, or you can save a finished file to Laserfiche. If you are already working with an Office file in Laserfiche, you can also use Save to Laserfiche to save your changes. You do not need to be fully done with an Office file before you save it to Laserfiche. This allows you to take advantage of the features of Laserfiche while still actively working with the file.</p>
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**12.2. (E) DESCRIBE ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, DIGITAL SIGNATURE SUPPORT, DRAG AND DROP SUPPORT, IOS AND ANDROID CLIENT APP, OR ADAPTIVE USER INTERFACE (AUI) BASED ON FORM FACTOR OR ROLE. ETC. IF AN OFFEROR’S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR’S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

Each of the outlined technologies are available natively within Laserfiche - digital signature options are available from DocuSign and Adobe Sign. OneSpan sign is also available with very robust automation options. See below for more details.

Laserfiche has mobile apps available for both iOS and android devices. The Laserfiche web interfaces (web client, forms, and public portal have adaptive user interfaces based on form factor (works on pc screen, tablet, and mobile device). Laserfiche out of the box allows users to drag and drop records into the repository based on full user rights for uploading documents.

**Laserfiche App**

The Laserfiche app is available in the app store for iOS, Windows, and Android devices. The Laserfiche app is an app that lets you capture, upload, and securely access and work with documents in and outside your Laserfiche repository while on the go. You can review and submit forms from the app as well.

You can browse for documents in a folder structure; search the entire repository or a specific folder; find documents via their locations on a map; create, copy, move, rename, sign, download, print, and delete documents; modify document fields; view annotations; submit and approve forms; view and work with offline documents and forms, and start and view business processes. Additionally, you can add documents to your repository from other apps, the mobile device's gallery, or its camera. Gallery and camera images can be processed and enhanced for easier viewing.

### **Digital Signature Options:**

#### **Digital signatures within the Laserfiche repository**

A digital signature is a way to indicate that a document is authentic, has been signed by a particular person, and has not been modified since the signature was applied.

When a document is digitally signed, a hash of the signed content (image pages, the electronic file, and other signature information) is created. The signing certificate is then used to sign the hash, and the result is stored in the database. This hash is used to verify the contents of the document during signing validation. This allows you to sign the document without modifying the document contents themselves. The signing certificate also uses a certificate chain to connect the user certificate to a certificate authority. The certificate authority is the end of the certificate chain: if the chain is intact and valid, and the certificate authority is trustworthy, then the certificate can be trusted--and, by extension, the signature can be trusted, and the document's contents can be verified as consistent with the state it was in when it was signed.

In order for users to be able to sign documents, they must have personal certificates in their Windows certificate store that connect them to a valid certificate authority. You can choose whether to use a third-party certificate authority or to manage your own internal public key infrastructure as your certificate authority.

#### **Digital Signatures in Forms:**

Signature fields are specialized fields that allow users to sign a form with a stylus, finger, or by entering their name.

#### **Digital Signatures Outside of Laserfiche:**

Laserfiche has integration with **DocuSign** and allows users to send out documents stored in Laserfiche to **DocuSign** for signatures. Once completed the document version will be updated in Laserfiche with the successful signatures. There are multiple **DocuSign** integrations available- one included in the application as well as a more robust third-party option quoted separately.

In addition to **DocuSign**, there is an integration with **OneSpan**. **OneSpan's** Digital Signature solution for a full workflow automated signature process that can involve internal and external users and is fully integrated with Laserfiche.

Through the Laserfiche marketplace, there is an integration with **Adobe Sign**. Laserfiche can make requests for digital signatures using Adobe Sign a built-in step for any automated process. From the creator of PDFs, Adobe Sign has processed more than 8 billion transactions from millions of signers around the globe.

Adobe Sign employs industry-standard security practices – for identity management, data confidentiality and document integrity – to help protect documents, data, and personal information. All Adobe Sign data and documents are encrypted both in motion and at rest. And Adobe e-signatures are legally valid and enforceable in nearly every industrialized country around the world.

## **13. SEARCH**

### **13.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY SEARCH REQUIREMENTS.**

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Enterprise Search	<p>The system provides for a robust enterprise or federated search, and search across multiple content repositories from a single index. Results are returned in an order based on the entire collection rather than an individual repository or grouped by source repository.</p>	<p>Laserfiche Federated Search is a web application that allows you to perform searches across multiple repositories at the same time. Administrators can configure Federated Search to search across any or all of the repositories at their site, including repositories that are not hosted on the same Laserfiche Server. This allows users who work in multiple repositories, or who are not sure which repository stores a particular piece of information, to quickly find documents in any repository. Federated Search supports the common search types (document text, fields, entry names, and annotation text), and respects the user's search options. It also respects Laserfiche security settings and will not return results that a user would not be able to see when searching within an individual repository.</p>
Search Refinement	<p>The ability to refine search results by attributes such as location, file type, etc.</p>	<p>Laserfiche has multiple ways of searching for documents in the system that can then be further sorted and filtered to refine search.</p> <p><b>Laserfiche Quick Search</b> Laserfiche Quick Search allows you to perform a general search, without changing the view, allowing you to search text, entry names, fields, annotations, or a combination of these.</p> <p><b>Laserfiche Advanced Search</b> Laserfiche Advanced search gives you more flexibility when creating searches, with additional searches and wildcards and the ability to combine search types. Although it is possible to perform most searches without using advanced search syntax, advanced search provides additional options for more powerful searching. Advanced search syntax can also be used to refine search</p>

		<p>results when too many documents are returned.</p> <p><b>Basic:</b> The Basic Search is a general search allowing you to search text, entry names, fields, annotations, or a combination of these. The Basic Search acts like the Quick Search.</p> <p><b>Business Process:</b> You can search for entries associated with a business process by searching for the business process's name, status, and start or completion date.</p> <p><b>Date:</b> You can search for documents or folders by creation date and/or last modified date.</p> <p><b>Digital Signatures:</b> You can search for documents by whether they have digital signatures associated with them.</p> <p><b>Electronic Document:</b> You can search for documents by whether they have an electronic file associated with them—also considered searching for an electronic document—as well as what kind of electronic file.</p> <p><b>Entry Name or Entry ID:</b> You can search for a specific document, folder, or shortcut using that entry's name or unique identification number (entry ID).</p> <p><b>Field/Templates:</b> You can search for documents and folders by assigned template, independent field, field value, or multiple field values.</p> <p><b>Links:</b> You can search for documents that have been linked together by specifying the relationship between them or by Link Group comment.</p> <p><b>Pages:</b> You can search for documents by whether they contain image or text pages or by whether OCR processing has been applied to the images associated with that document.</p> <p><b>Records Management:</b> You can also perform records</p>
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		<p>management searches. These searches allow records managers to quickly locate records that need to be reviewed or processed.</p> <p><b>Tags:</b> You can search for documents that have been assigned tags, or have specific tag comments, by specifying one or more informational or security tags.</p> <p><b>Text:</b> A text search lets you search for a word or phrase and provides more nuanced options than in Quick Search or Basic Search.</p> <p><b>User:</b> You can search for all documents and folders that have been created, checked out, owned, or last modified by a particular user.</p> <p><b>Versions:</b> You can search for versioned documents by version comments, by the user who created a version within the document, by the date a version was created, or by version label.</p> <p><b>Within Folder:</b> You can search the contents of the current folder or specify one or more folders to include or exclude from the search.</p> <p><b>Within Volume:</b> A search can be performed for all documents and electronic documents stored on a particular volume.</p>
Reliable Index Freshness	Search index has minimal latency. New content is indexed at ingestion.	New content is indexed at ingestion. The Search Indexing Service may be segmented to its own host to allow for greater resource allocation if required.

**13.2. (E) DESCRIBE ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, PROACTIVE INSIGHT OR NATURAL LANGUAGE QUERY SUPPORT. ETC. IF AN OFFEROR'S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR'S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

The Laserfiche ECM modules do not support natural language query processing natively, however it does interface with other products that do. MCCi offers several products that feature intelligent automation, robotic process automation, and other AI based software.

## 14.SYSTEM SECURITY

### 14.1 (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY SYSTEM SECURITY REQUIREMENTS.

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Access And Activity Audit	The system maintains a log of all access and activities with the ability to define what activities are included and excluded from the log. Activities to include unauthorized access attempts.	Laserfiche Audit Trail offers advanced reporting features, including the ability to track activities performed in the Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. You determine which activities can be included and excluded. Unauthorized access attempt is an option.
Single Sign On	The platform supports single sign on (SSO)	Laserfiche supports traditional Active Directory implementations. Configuration of SSO is completely seamless and almost never requires additional configuration by the client, other than to register AD accounts in Laserfiche that will have permission to use SSO. The only requirement is that Laserfiche Server be installed on a server on the domain.
Identity Management, Security Assertion Markup Language (SAML), Lightweight Directory Access Protocol (LDAP)/Active Directory (AD), OAuth 2.0, System for Cross-Domain Identity Management (SCIM), Keberos Network Authentication Protocol	The system supports: SAML, a standard for exchanging security information between systems. LDAP and AD for sharing of security groups and roles. OAuth 2.0 for web-based access. SCIM for cross-domain identity management. Kerberos Authentication.	Laserfiche supports SAML 2.0 for authentication and can be configured with either local Active Directory or AzureAD for authentication. LDAP, SCIM, and Kerberos are also supported. OAuth is not currently supported for Laserfiche self-hosted.
Transport Layer Security (TLS) Support	The system offers 256-bit encryption over TLS for content and interfaces.	Laserfiche is configured with TLS 1.2 certificates and if hosted, will be configured with 256-bit encryption for both data at rest as well as the backups.

**14.2. (E) DESCRIBE ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, MOBILE APP PASSWORD PROTECTION OR MULTIFACTOR AUTHENTICATION, ETC. IF AN OFFEROR'S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR'S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

Laserfiche Subscription is an enterprise platform that includes a licensing management server called **Laserfiche Directory Server**. Within its platform, you have the ability to authenticate using these methods:

- Active Directory
- Active Directory LDAP
- SAML
- Novell eDirectory
- Laserfiche user

You can also utilize Laserfiche's multi-factor authentication to be used on Laserfiche users or configured for SAML and Active Directory users through the Organization's identity provider.

## 15. WORKFLOW PROCESS

### 15.1. (ME) DESCRIBE HOW THE SOLUTION FULFILLS MANDATORY WORKFLOW PROCESS REQUIREMENTS.

MANDATORY CRITERION	DESCRIPTION	RESPONSE
Complex Workflows	The system supports complex workflows. This includes parallel tasks, alternate reject paths (not one step back), voting logic for approvals, load balancing, etc.	Laserfiche Workflow lets you build repeatable patterns of activity, called a workflow definition. Each action in a pattern can be completely automated and easily configured, these actions are called activities. In addition to Laserfiche Workflow, Business Processes can be built. These are enhanced workflows that perform an organization-specific process, offer extensive reporting, and can be manually started in the Laserfiche Client and Web Access. This allows organizations to build complex workflows.
Workflow Forms	Workflow supports custom forms for executing workflow tasks. For example, a custom data collection form.	Laserfiche Forms allows you to collect data to kick off a workflow process. It allows organizations to create electronic fillable forms for collection and processing information. Laserfiche Forms has flexible design options to meet your organization's needs. You can: <ul style="list-style-type: none"> <li>• Create custom forms from a library of field or selection elements.</li> <li>• Utilize the Business process library includes (10.1+) a digital library of pre-built form templates designed for easier process automation deployment</li> </ul>

		<ul style="list-style-type: none"> <li>• Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).</li> <li>• Role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.</li> </ul>
Graphical Workflow Designer	The system includes tools for graphically creating and editing workflows (a set of manual and automatic tasks and associated routing rules).	<p>Withing Laserfiche there are 2 workflow engines- Laserfiche Workflow and Laserfiche Forms. Both include graphical workflow designers.</p> <p>The Workflow Designer is an easy-to-use, graphical interface in which you build a workflow and define the conditions that must be met in order for a document to move from one step to the next. The Designer's streamlined layout and intelligent design help you work quickly, while its intuitive "top-down" structure makes it easy to identify each step in the workflow. To minimize time spent troubleshooting build-related issues, the Designer automatically alerts you when a workflow is not configured correctly. Once you're satisfied with a workflow, you can activate it with the click of a button. Laserfiche Workflow includes detailed reporting functionality so that you can quickly determine which workflows are running and where a particular item is located in a workflow. Statistic reporting provides detailed information about your workflows, including the average time it took them to run, in a table or a chart format. A Workflow can be locked down to allow for only Workflow Administrators to make changes to a Workflow.</p>

With Laserfiche Forms, it is easy to build and create an online form in a matter of minutes using the Form Designer without requiring IT resources or skills.

From the Laserfiche home screen dashboard, you start by clicking on "New Form" to bring up the Form Designer. You can easily name the form title to something like "Travel Request Form." From there, you can pick and choose many types of data fields for the form by simply dragging and dropping them across the screen. You can customize these fields to collect exact types of data you want, like "Name," "Date," and "Destination of Travel." You can even add in questions, like "Will a rental car be required?" and customize the answers choices in the editor. You can also set it up so the answers will display in columns or in a side-by-side fashion.

Once you've added in the form fields, the "Style" section lets you change the look of your form in many different ways. You can just go with one of the preset themes, like the Laserfiche theme, or you can create a more customized look for your form by selecting the "Basic" theme. You can change all sorts of things, like the form's color, the form's border and more. The end result is a simple, functional online form that didn't require one bit of HTML.

From the "Manage Section," you can add a new business process. This business process is simply a central place to keep the form you're creating. You can name the business process anything you want, such as "Travel Request."

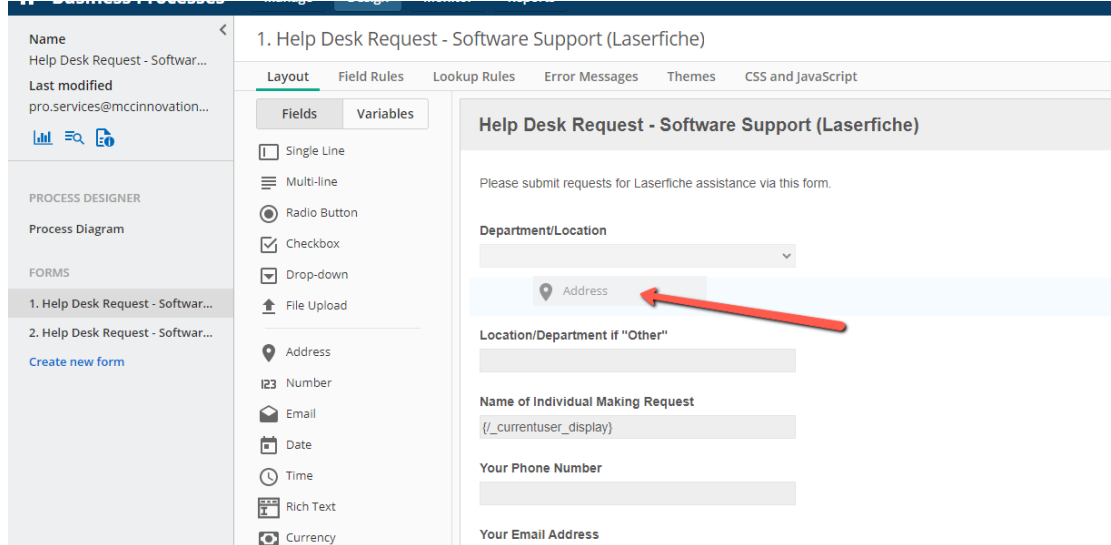
The "New Form" button will actually create the form for the process you've chosen.

Once the form is developed, it can then be routed to an Approver prior to activating it for use.

**SEE SCREENSHOTS BELOW OF LASERFICHE FORMS:**

Laserfiche Business Process Automation has a drag-and-drop form designer canvas (see screenshot 1). Once a field type has been added a configuration wizard will appear that allows for naming, setting requirements, and other field-specific settings (see screenshot 2). Once the form is built, a GUI will allow for field rules for show/hide dynamically can be added (see screenshot 3). Similarly, database lookups can be configured. Finally, the users will build out a Process Diagram flowchart for the workflow (see screenshot 4). This is another drag-and-drop UI with similar wizards to determine either step settings.

Screenshot 1:



Screenshot 2:

Done Duplicate Delete

Basic Advanced

**Field label**

**Variable** ?

**Field options**

Required

Read-only

Accept barcode scan ?

**Text above field**

**Text below field**

**Field width**

**Character limit**

**Default value**

Screenshot 3:

Layout Field Rules Lookup Rules Error Messages Themes CSS and JavaScript

Field rules show or hide fields based on other field values. [Learn more](#)

↑

and

+

1

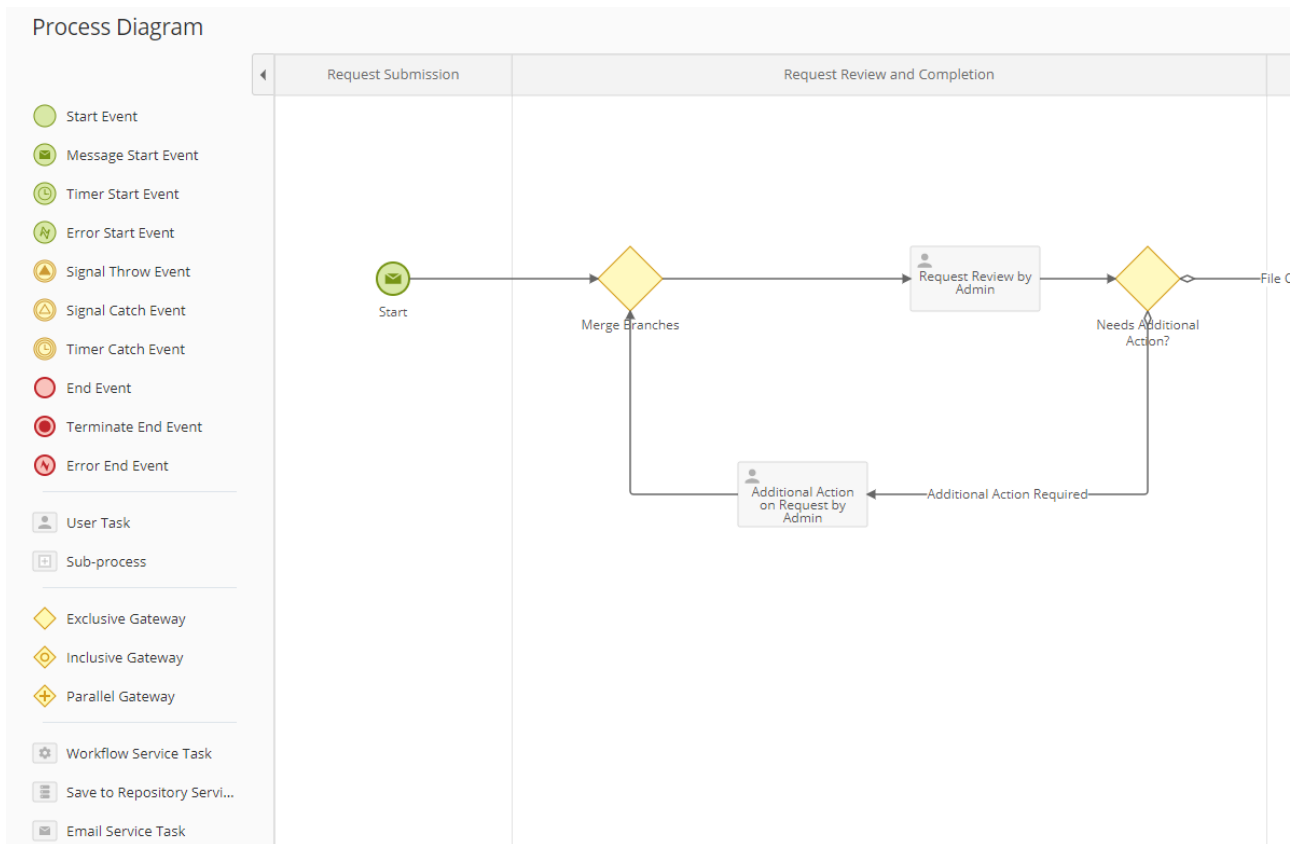
of the following is true

↓

is

+

Screenshot 4:



**15.2. (E) DESCRIBE ADDITIONAL VALUE-ADDED FEATURES THAT YOUR PROPOSED SOLUTION WOULD PROVIDE, WHICH WOULD DISTINGUISH IT FROM THE COMPETITION. FOR EXAMPLE, WORKFLOW TASK LIST, BUSINESS RULES, SCHEDULED AND EVENT DRIVE WORKFLOW ACTIVITIES, GLOBAL AND END USER WORKFLOW MONITORING, OR TASK DELEGATION, LOW CODE/NO CODE APPLICATION DEVELOPMENT PLATFORM, ETC. IF AN OFFEROR'S SOLUTION DOES NOT HAVE THESE SPECIFIC EXAMPLES AS VALUE-ADDED FEATURES, THAT IS NOT A DISQUALIFYING EVENT, THESE EXAMPLES ARE BEING PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND THE STATE WILL CONSIDER HOW AN OFFEROR'S VALUE-ADDED FUNCTIONALITY BENEFITS THE STATE WHEN ASSIGNING POINTS FOR THIS CATEGORY.**

**[Details on Laserfiche activities:](#)**

**[Routing Activities](#)**

In addition to routing Laserfiche entries, activities in this category can also assign a template to an entry, populate a field, assign a tag to an entry, send an e-mail, and use wait conditions.

[Route Entry to Folder](#)

[Route Entry to Group](#)

[Route Entry to User](#)

**[Laserfiche Actions](#)**

Activities in this category are designed to perform actions on entries in a Laserfiche repository.

[Add Sticky Note](#)

[Add Text Box](#)

[Apply Stamp](#)

[Assign Rights](#)

[Attach Electronic Document](#)

[Create Entry](#)

[Delete Annotation](#)  
[Delete Entry](#)  
[Delete Shortcuts](#)  
[Download Electronic Document](#)  
[Email](#)  
[Fill Out PDF Form](#)  
[Migrate Entry](#)  
[Move Entry](#)  
[Move Pages](#)  
[PDF Metadata](#)  
[Rename Entry](#)  
[Replicate Entries](#)  
[Retrieve Version History](#)  
[Schedule OCR](#)  
[Schedule PDF Generation](#)  
[Set Entry Owner](#)  
[Set Records Management](#)  
[Version Control](#)

### **[Laserfiche Metadata](#)**

Activities in this category are designed to interact with metadata on entries in a Laserfiche repository.

[Append List Field Choices](#)  
[Assign Field Values](#)  
[Assign Tags](#)  
[Copy Metadata](#)  
[Create Link](#)  
[Delete Document Signatures](#)  
[Delete Links](#)  
[Sign Document](#)

### **[Flow Control](#)**

Activities in this category are designed to control when, and according to what conditions, other activities are performed.

[Conditional Decision](#)  
[Conditional Parallel](#)  
[Conditional Sequence](#)  
[Deadline](#)  
[Delay](#)  
[End Workflow](#)  
[Escalation](#)  
[Parallel](#)  
[Rethrow](#)  
[Sequence](#)  
[Try-Catch](#)

[Wait for Entry Change](#)

### **Repeating**

[For Each Entry](#)

[For Each File](#)

[For Each Row](#)

[For Each User](#)

[For Each Value](#)

[Repeat](#)

### **Information Gathering**

Activities in this category are designed to retrieve information that can be used by other activities.

[Find Entries](#)

[Find Entry](#)

[Find Group](#)

[Find Manager](#)

[Find User](#)

[Get Document Signatures](#)

[Retrieve Document Text](#)

[Retrieve Field Values](#)

[Retrieve PDF Form Content](#)

[Retrieve Shortcuts](#)

[Search Repository](#)

[Verify PDF Signatures](#)

### **Token Creators**

Activities in this category are designed to create and modify tokens.

[Assign Token Values](#)

[Date Token Calculator](#)

[Generate Web Access URLs](#)

[Generate WebLink URLs](#)

[Pattern Matching](#)

[Read JSON](#)

[Read XML](#)

[Token Calculator](#)

### **Enterprise Integration**

Activities in this category are designed to interact with information stored in databases.

[Create iCalendar File](#)

[Custom Query](#)

[HTTP Form Post](#)

[HTTP Web Request](#)

[Insert Data](#)

[Query Data](#)

[Update Data](#)

[Update Word Document](#)

### **[Workflow Actions](#)**

Activities in this category are designed to perform actions specific to Laserfiche Workflow.

[Change Starting Entry](#)

[Create Checkpoint](#)

[Invoke Workflow](#)

[Script](#)

[SDK Script](#)

[Simple Synchronization Sequence](#)

[Track Tokens](#)

### **[Business Process](#)**

Activities in this category are designed to perform actions specific to [business processes](#).

[Associate Entries](#)

[Business Process Step](#)

[Update Business Process](#)

[Update Participants](#)

[Update Step Due Date](#)

[Update Step Instructions](#)

### **[Integration with Exchange Servers](#)**

Activities in this category are designed to create tasks, contacts, and appointments in a Microsoft Exchange mailbox.

[Configure Automatic Replies](#)

[Create Exchange Item](#)

[Delete Exchange Item](#)

[Update Exchange Item](#)

### **[Integration with SharePoint® Sites](#)**

Activities in this category are designed to create and delete list items on a SharePoint® site.

[Create List Item](#)

[Delete List Item](#)

### **[Laserfiche Forms](#)**

Activities in this category are designed to interact with [Laserfiche Forms](#).

[Invoke Business Process](#)

[Retrieve Laserfiche Forms Content](#)

[Set Business Process Variables](#)

## **WORKFLOW SDK**

The Workflow SDK is a toolkit for customizing and extending the functionality of the Workflow product suite. Using the SDK, users can create their own activities for use in Workflow and integrate directly with the Workflow Server (including the ability to start workflows programmatically).

You can install the Workflow SDK from the [Custom Setup](#) page in the Workflow Installation Wizard.

The Workflow SDK includes:

The API for interacting with the Workflow Server

The [Activity Proxy Generator](#)

Sample projects for custom activities (For more information see the [Building Custom Activities in Workflow \(C#\)](#) or [Building Custom Activities in Workflow \(VB.NET\)](#) white paper on the Laserfiche Support Site.)

Visual Studio project templates for creating custom activities (C# and VB.NET)

A sample Web service for starting workflows and business processes

A sample console application for starting workflows and business processes

More information about the Workflow SDK:

[Getting Started with the Workflow SDK \(Visual C#\)](#)

[Getting Started with the Workflow SDK \(Visual Basic\)](#)

## **PART B: PROJECT APPROACH (E)**

### **DESCRIBE YOUR MIGRATION METHODOLOGY.**

MCCi has vast data migration experience with hundreds of conversions completed for over 30 different applications. It is critical that requirements are completely understood and documented prior to the migration. Every single data migration is different, each with its own complexities. Many factors determine the level of effort needed for a successful migration. For instance, there could be a proprietary wrappers or encryption, and metadata can be stored in a variety of ways in the database. The MCCi team will work with each clients SME to understand the legacy system and validate all requirements. The client may provide the MCCi team with queries, views, data mappings, or even extracted data depending on the project. We would determine the amount of data to be converted, the complexity of the metadata mapping, and numerous other details so we can put together an accurate statement of work. After we have an agreed upon statement of work, we would move forward with the following high-level process:

- Reviewing data
- Developing design
- Reviewing design and signing off
- Providing sample of conversion
- Signing off on sample
- Updating design
- Final review of design
- Conversion
- Comparison of images
- Correcting discrepancies
- QA converted data
- Final sign-off

Testing is done both during the migration and when the migration is complete. Both systems will be closely compared to ensure that all data and metadata has been successfully migrated. Client review, testing, and sign off will all occur before the migration is considered done. MCCi's has a proven data migration approach and strong track record of success, and a team of developers ready to help.

### **DESCRIBE YOUR IMPLEMENTATION METHODOLOGY.**

#### **MCCI'S APPROACH TO PROJECT AND PROGRAM MANAGEMENT - OVERVIEW**

All MCCi projects will begin with the establishment of a project Charter. The Charter will define the project's objectives. To establish a charter, MCCi can work with you to create and/or vet projects;' Business Case, Risk Assessment, Cost of Ownership, Return on Investment, and Organizational Impact including stakeholder definitions,

project duration, and level of effort. MCCi understands that no matter how much planning goes into a project, there may be changes requested during the project lifecycle. Based on our experience, we have found that an Agile approach to implementation is often the most effective approach. While we do a significant amount of planning up front, our Agile methodology approach gives us the ability to maintain extremely high levels of visibility to Stakeholders (Both internal and external teams), while ensuring proactive actions to mitigate project risk, deliver superior quality, and maximize project predictability. With the agile approach, timeboxing sprint durations to a window of two (2) to four (4) weeks will allow for measurable amounts of progress at the end of each sprint so that data can be used to finetune future sprints of a given project. This continual feedback loop gives us the ability early and often throughout its lifecycle to steer the project to a successful conclusion.

MCCi views Program Management as an overarching framework to guide a series of and/or logical grouping of projects that possess interdependencies in relation to each other in some shape, form, or fashion. MCCi's approach to successful program management consists of allowing Program Manager(s) to focus on overall strategy, implementation, and delegation of projects resources appropriately. This is achieved through MCCi's ability to establish consistency throughout project level artifacts, and roll-up meaningful project metrics into program artifacts such as Status Report Templates, Project Reporting Logs, Financial/Budgetary Reporting, Jeopardy Tracking, and Program Artifact Library (Document Tracking). Effective program management is only possible when consistency across all projects is executed within the framework established for the organization.

### **Project Initiation**

MCCi's objectives of Project Initiation is to establish a definition of the project, develop and/or review the business case of the project, and ultimately get approval for the project to move forward. During this phase a Project Charter is created. The project charter will contain key findings from an approved feasibility study which highlights the project's goals, identifies potential roadblocks, accounts for a high-level summation of project budgeting, duration, and level of effort.

Additionally, stakeholders and key project stakeholders are defined. Any departments, teams, and/or individuals that will be affected by the outcome of a project, as well as those that possess influence and/or authority over the project are identified as well. In some instances where a project may require additional/specialized resources (i.e., custom management or collaboration tools) are identified as well.

Lastly, the project charter is either modified, approved, and/or rejected by the Project Sponsor, Project Manager, Steering Committee, and/or Executive Key Stakeholders. Once approval has been granted, project planning may commence.

### **Project Planning**

MCCi's planning phase consists of creating a formal project plan, a resource plan, defining KPIs and milestones, establishing a risk matrix, and communicating roles and responsibilities to key stakeholders. Working hand in hand between stakeholders and key project stakeholders, these artifacts are shared and mutually agreed upon. The deliverables defined in this phase are designed to accomplish the following:

- Identify Potential Roadblocks / Risk Matrix
- Establish Milestones and Decision Gates
- Establish Metrics and KPIs
- Solidify Resource Allocation (Team Members, Roles, Applications, Equipment, other)
- Solidify Project Plan
- Define Project Cadence (Logistics, Schedules, Communication Methods)
- Validate Deliverable Definitions

These efforts are typically the responsibility of the assigned project manager(s), however, MCCi finds that attaining consensus on all major planning artifacts is ideal prior to the execution phase.

## **Project Execution**

The project execution phase is where a majority of the project resources will be consumed. Project deliverables are being generated by key project stakeholder efforts while adhering to the project framework defined in the planning stage. In addition to project deliverables, this phase will consist of critical artifacts that can vary based upon the type of project being executed. If the project were based on the introduction implementation of a new technology, the execution of that project and its corresponding artifacts fit into a series of milestones such as:

### **Analysis**

In the analytical stage of project execution, subject matter expert(s) and technical expert(s) are working hand in hand to define how the stakeholders (end users) currently perform their day-to-day tasks, The goal is to properly define how the new technology being brought in will built and/or configured. This knowledge is critical to ensuring that there is minimal disruption during the transformation effort and serve as a means to establish baseline for measuring success of the project. It will also impact how Sprint Iterations are defined, drive the creation of test stories, and allow for the validation of the overall project plan.

### **Development**

In this stage, the project technical experts such as Systems Engineers, Software Developer(s), and/or System Architects will iteratively build the deliverable(s). Oscillating between development and unit testing per the objectives defined for the current sprint, these resources are preparing the deliverable for Alpha testing.

### **Testing**

Upon completion of the deliverable, it is deployed into a test environment for Alpha testing. Testing is performed by key stakeholders other than those that directly developed the deliverable. Results are recorded against the defined use cases (or stories) and findings are reported back to the development group. Successful completion of Alpha testing allows for the next stage of testing, Beta testing (aka User Acceptance Testing). During user acceptance testing, stakeholders (end users) conduct trials of the deliverable according to the use case definitions to validate conformity of deliverable requirements. All findings are shared with the development team and iterations of this phase are performed until the defined requirements have been achieved.

### **Deployment**

This stage of project execution occurs when the deliverables are provided to the end user for use in a production environment. Launch of the deliverable is released to a select group of end users and/or limits are placed on throughput to ensure normal activities are not interrupted. Monitoring the deliverable's behavior in a production setting is performed by the technical experts, subject matter experts, and end users to ensure the deliverable is behaving as expected. As results from behavior monitoring confirm deliverable conformity, ramp up of production volumes and/or inclusion of all other end users may begin.

### **Project Monitoring and Control**

This phase, contingent upon project specifics, can happen in tandem with the execution phase or begin during the late stages of the execution phase. As the project progresses, the project stakeholders and key project stakeholders are responsible for ensuring that all moving parts of the project are headed in the right direction. Ample information and feedback from the analysis, development, testing, and deployment stages of project execution will allow for the identification of any needed adjustments. Ensuring that project documentation is maintained on a regular and orderly basis will allow for those changes to be implemented without major disruption to the over project. Additionally, many projects will require that some of the deliverables need end user training in order to be properly deployed. As part of MCCi's approach to project management, we ensure that when the final deliverable is ready, end users are familiar with how the deliverable will function and that there is a capable support structure in place.

Upon the conclusion of this phase, all the agreed project deliverables should be completed and accepted by the client.

## Project Closing

MCCi's approach to project close-out is focused on finalizing all project activities across all phases of the project. The purpose of the close-out phase is to formally close the project. During this time assessment of the project is performed against the expected results and derive any lessons learned as well as identify any best practices to be applied to future projects. However, in multi-sprint agile projects, the close-out practice may be applied to sprints of the project and or at various phases of the project such as upon deliverable completion, upon phase completion, upon iteration completion, at designated times during the project's life, or at whatever other juncture represents a completed segment of project work. Applying the close-out practice in this manner closes out only the portion of the project scope and associated activities applicable to that portion of the project.

In addition to the administrative aspect of project close-out, contractual closure must be performed as well. This involves verification that all work has been completed correctly and satisfactorily, updating of contract records to reflect final results, and archiving information for future use. Among other activities contract closure may include:

- Confirming the project has addressed the terms and conditions of the contracts.
- Confirming completion of exit criteria for contract closure.
- Formally closing out all contracts associated with the completed project.
- Project close-out should be anticipated and planned as early as possible in the project lifecycle even though it is often the last major process of a project's life. At a high-level, the key elements of project close-out are:
- Verify acceptance of final project deliverables.
- Conduct post-project assessment and lessons learned.
- Conduct post-project review and evaluation.
- Recognize and celebrate outstanding project work.
- Disburse project resources – staff, facilities, and automated systems.
- Complete and archive final product records.
- Ensure transfer of knowledge to new owners of the project deliverables.

Finally, action item of close-out is to conduct a Post-Project Assessment and Lessons Learned. Lessons learned should draw on positive, negative, and even neutral experiences. Lessons learned sessions are a valuable closure mechanism for team members that can contribute to future success.

## Project Management Tools

MCCi primarily leverages a shared project management board in which all MCCi project personnel, as well as external stakeholders and key stake holders have access to. The project management platform Asana (<https://asana.com/product>), will allow for both parties to collaborate on project documentation, scheduling meetings, and at any time, have complete insight to project status, on-going activities, upcoming tasks, and all completed items. This allows for all project personnel to know exactly what is needed and by when and allows for the team members to interact with each other at any time. This takes the burden away from having to check on availability.

## **PROPOSE A PROJECT PLAN AND TIMELINE FOR HOW YOU WOULD MOVE FORWARD WITH THE FOLLOWING (IF SELECTED FOR CONTRACT AWARD):**

It is our understanding that each organization has their own budget and timelines for agency specific ECM deployments. If selected for contract award we would work with ITS to educate agencies on the contract and provide user groups/webinars to increase awareness to agencies that currently do not own Laserfiche.

We would work with ITS to understand any organizations that are interested and begin the process with them to understand their needs to scope out the project. A statement of work would be created documenting the services needed. Normally one of the tasks of the statement of work is creating a project plan once the project is initiated. We have included a sample project plan and timeline below.

If ITS has different expectations of how a project plan would be created, this can be discussed in negotiations.

### Sample Project Schedule (tasks vary by implementation)

TASK NAME	START DATE	END DATE
<b>#1 - Project Setup</b>	9/15/2022	9/30/2022
<b>#2 - Onsite Requirements Gathering</b>	9/30/2022	10/25/2022
Compile a full list of requirements necessary to complete the project objectives	9/30/2022	10/25/2022
Meet with project stakeholders to gather requirements	9/30/2022	10/11/2022
Create initial data migration plan to include recommendations for executing by business area vs. timeline	9/30/2022	10/31/2022
Create PRD sections for approval of methods for integration replacements	9/30/2022	10/31/2022
<b>#3 - Environment Preparation and Software Delivery</b>	9/30/2022	10/25/2022
Prepare the server environment for the Laserfiche installation	9/30/2022	10/10/2022
Development of software deployment matrix and architecture documentation	9/30/2022	10/25/2022
Laserfiche software order	10/2/2022	10/7/2022
<b>#4 - Laserfiche Installation in Prepared Environment</b>	10/9/2022	10/25/2022
Deployment of Laserfiche product suite to client server environment	10/9/2022	10/25/2022
Creation of all system repositories	10/9/2022	10/25/2022
Sanity Testing (Smoke testing out of the box configuration and connections). Provide Installation documentation.	10/14/2022	10/31/2022
<b>#5 - Data Structure and Metadata Analysis and Restructuring</b>	10/14/2022	11/22/2022
Low-level analysis of existing data structure and metadata hierarchy	10/14/2022	11/8/2022
Development of data migration process plan	10/24/2022	11/15/2022
Identification of business areas with Records Management	10/24/2022	11/15/2022
Identification of business areas without Records Management	10/24/2022	11/15/2022
Identification of migration requirements for integration-related document types	10/24/2022	11/15/2022
<b>#6 - Data and Metadata Mapping and Migration Planning</b>	10/14/2022	11/22/2022
Create data mapping design	10/14/2022	11/15/2022
Development of data migration process plan	10/14/2022	11/15/2022
Develop data mappings of Documentum classifications, object types, and object subtypes to Laserfiche equivalent	10/14/2022	11/15/2022
Develop template mappings	10/14/2022	11/15/2022
Develop Records Management mappings	10/14/2022	11/15/2022
<b>#7 - Data Migration Timeline Planning</b>	10/14/2022	12/18/2022
Update data migration plan	10/14/2022	12/18/2022
Develop data migration timeline	10/14/2022	12/18/2022
Document the end-to-end process and results of each migration	10/14/2022	12/18/2022
Identify critical success factors for the data migration process	10/18/2022	12/18/2022

Establish a check in process prior to migration	10/18/2022	12/18/2022
<b>#8 - Data Migration Preparation</b>	11/4/2022	12/20/2022
Prepare example data extraction queries	11/4/2022	12/20/2022
Test query execution	11/4/2022	12/20/2022
Ensure all image/media files for records are successfully pulled from System	11/4/2022	12/20/2022
Installation of Migrator tool on migration server #1	11/14/2022	11/20/2022
Installation of Migrator tool on migration server #2	11/14/2022	12/20/2022
Installation of Migrator tool on migration server #3	11/14/2022	12/20/2022
Installation of Migrator tool on migration server #4	11/14/2022	12/20/2022
Installation of Migrator tool on migration server #5	11/14/2022	12/20/2022
<b>#9 - Data Migration Preparation Validation</b>	11/18/2022	11/22/2022
Deliver presentation of results from the data extraction queries	11/20/2022	11/20/2022
Results review	11/20/2022	11/20/2022
Changes to extraction methods (if required)	11/20/2022	11/20/2022
Review of refined results (if required)	11/20/2022	11/20/2022
<b>#10 - Data Migration Test Run and Quality Assurance in Dev Environment</b>	11/13/2022	2/14/2023
Determine test migration business areas	11/13/2022	11/13/2022
Perform data extractions for identified business areas for test migrations	11/13/2022	12/20/2022
Schedule test migration execution	11/13/2022	11/26/2022
Test Migration - DEV	12/16/2022	1/31/2023
Test Migration Review - DEV	12/20/2022	1/31/2023
Resolution of migration issues in DEV	12/23/2022	2/7/2023
Implementation of Records Management configurations in DEV, including retention configurations, lifecycles, and necessary workflows for applying RME	12/1/2022	2/7/2023
Implementation of Records Management workflows for destruction	12/1/2022	1/31/2023
Implementation of Records Management workflows for destruction notifications and automatic destruction.	12/1/2022	1/31/2023
Implementation of consolidated property field configurations in DEV	12/1/2022	1/31/2023
Implementation of applicable filing workflows in DEV	1/7/2023	1/17/2023
Implementation of versioning configuration workflow in DEV	1/20/2023	2/7/2023
Review and approval of versioning POC in DEV	1/21/2023	2/7/2023
Validation of templates in DEV	1/13/2023	2/7/2023
Validation of metadata configuration in DEV	1/13/2023	2/7/2023
SQL validation - Client validation developments	1/17/2023	4/30/2023
Test migration approval in DEV	1/27/2023	2/14/2023
DEV environment signoff	2/24/2023	2/24/2023
<b>#11 Data Migration Test Run and Quality Assurance in QA Environment</b>	12/16/2022	3/27/2023
Preparation of Cutover plan for QA (Client)	2/7/2023	2/17/2023
Security configuration and testing in QA	3/2/2023	3/6/2023

Implementation of auto-naming workflows in QA	2/1/2023	2/28/2023
Copying of DEV configuration to QA	2/7/2023	3/6/2023
Configuration of all templates in QA	2/1/2023	3/6/2023
Resolution of configuration issues in QA	12/16/2022	3/27/2023
Test Migration - QA - Department A	3/9/2023	3/10/2023
Test Migration - QA - Department B	3/11/2023	3/12/2023
Test Migration - QA - Department C	3/9/2023	3/10/2023
Test Migration - QA - Department D	3/11/2023	3/12/2023
Test Migration - QA - Department E	3/11/2023	3/12/2023
Test Migration - QA - Department F	3/12/2023	3/12/2023
Test delta migration	3/9/2023	3/20/2023
Test delta migration review	3/9/2023	3/27/2023
Resolution of outstanding defects and action items in QA	3/2/2023	3/27/2023
Test Migration Re-Executions (Pending needed fixes)	3/11/2023	3/27/2023
Test Migration Approval - QA	3/15/2023	3/27/2023
QA environment signoff	3/27/2023	3/27/2023
<b>#12 - Full Data Migration from Legacy System to Laserfiche</b>	12/16/2022	5/18/2023
Installation in PROD	3/9/2023	3/18/2023
Sanity testing in PROD	3/18/2023	3/20/2023
Preparation of production migration data extraction queries	12/16/2022	3/27/2023
Finalization of production data extraction queries (pending needed fixes)	3/30/2023	4/3/2023
Copying of QA configuration to PROD	3/30/2023	4/3/2023
Security configuration and testing in PROD	3/30/2023	4/3/2023
Production data migration to PROD - Department A	4/3/2023	4/3/2023
Production data migration to PROD - Department B	4/3/2023	4/3/2023
Production data migration to PROD - Department C	4/6/2023	4/6/2023
Production data migration to PROD - Department D	4/7/2023	4/7/2023
Production data migration to PROD - Department E	4/7/2023	4/7/2023
Production data migration to PROD - Department F	4/8/2023	4/9/2023
Production data migration approval	5/18/2023	5/18/2023
<b>#13 - Administrator Training</b>	11/4/2022	11/8/2022
Determine attendees	10/14/2022	10/25/2022
Schedule administrator training	10/14/2022	10/21/2022
Develop training plan	10/14/2022	10/23/2022
Training plan approval	10/14/2022	10/25/2022
Execution of administrator training	11/4/2022	11/8/2022
<b>#14 - SDK Training</b>	10/28/2022	11/1/2022
Determine attendees	10/21/2022	10/24/2022
Schedule SDK training	10/24/2022	10/24/2022
Develop training plan	10/21/2022	10/25/2022

Execution of SDK training	10/28/2022	10/28/2022
<b>#15 - Integration #1</b>	11/4/2022	11/22/2022
Review of current design	11/4/2022	11/5/2022
Determine design approach	11/4/2022	11/5/2022
Draft initial design	11/5/2022	11/7/2022
Proposal and review of initial design	11/7/2022	11/7/2022
Design changes (if required)	11/8/2022	11/9/2022
Design approval	11/9/2022	11/9/2022
Design implementation	11/9/2022	11/22/2022
Develop template	1/16/2023	2/28/2023
Integration testing	2/28/2023	3/6/2023
Integration approval	3/6/2023	3/6/2023
<b>#16 - Integration #2</b>	11/11/2022	12/2/2022
Review of current design	11/11/2022	11/12/2022
Determine design approach	11/11/2022	11/12/2022
Draft initial design	11/12/2022	11/14/2022
Proposal and review of initial design	11/14/2022	11/14/2022
Design changes (if required)	11/15/2022	11/16/2022
Design approval	11/16/2022	11/16/2022
Design implementation	11/16/2022	12/2/2022
Testing of full implementation	11/16/2022	12/2/2022
Resolution of outstanding defects	11/16/2022	12/11/2022
Integration approval	12/2/2022	12/2/2022
<b>#17- Integration #3</b>	10/28/2022	11/18/2022
Review of current design	10/28/2022	10/29/2022
Determine design approach	10/28/2022	10/29/2022
Draft initial design	10/29/2022	10/31/2022
Proposal and review of initial design	10/31/2022	10/31/2022
Design changes (if required)	10/31/2022	11/1/2022
Design approval	11/1/2022	11/1/2022
Design implementation	11/1/2022	11/18/2022
Implementation of template	1/5/2023	3/6/2023
Integration testing by team	3/6/2023	3/20/2023
Integration approval	3/20/2023	3/20/2023
<b>#18 - Integration #4</b>	10/28/2022	11/18/2022
Review of current design	10/28/2022	10/29/2022
Determine design approach	10/28/2022	10/29/2022
Draft initial design	10/29/2022	10/31/2022
Proposal and review of initial design	10/31/2022	10/31/2022
Design changes (if required)	10/31/2022	11/1/2022

Design approval	11/1/2022	11/1/2022
Design implementation	11/1/2022	11/18/2022
Implementation of Engineering template	1/5/2023	3/6/2023
integration testing by team	12/2/2022	12/17/2022
Integration approval	3/20/2023	3/20/2023
<b>#19 - Integration #5</b>	11/11/2022	12/2/2022
Review of current design	11/11/2022	11/12/2022
Determine design approach	11/11/2022	11/12/2022
Draft initial design	11/12/2022	11/14/2022
Proposal and review of initial design	11/14/2022	11/14/2022
Design changes (if required)	11/15/2022	11/16/2022
Design approval	11/16/2022	11/16/2022
Design implementation	11/16/2022	12/2/2022
Testing	11/16/2022	12/2/2022
Approval	12/2/2022	12/2/2022
<b>#20 - End-User Training - "Train the Trainer"</b>	12/2/2022	12/6/2022
Determine necessary number of training days	11/18/2022	12/4/2022
Develop training plan	10/21/2022	11/18/2022
Review training plan	11/18/2022	11/25/2022
Revise training plan (if required)	11/18/2022	11/25/2022
Training plan approval	11/25/2022	11/28/2022
Determine attendees	10/25/2022	11/18/2022
Schedule training dates	11/15/2022	11/15/2022
Train Laserfiche team and identified end-user trainer(s)	12/2/2022	12/6/2022
Documentation of questions, answers, and discussion topics	12/2/2022	12/6/2022
Determine utilization of remaining time	12/4/2022	12/4/2022
Execution of utilization of remaining time, as determined	12/4/2022	12/6/2022
<b>#20.a - End-User Training Performed by Client</b>	12/6/2022	4/3/2023
Determine business area prioritization	12/6/2022	1/6/2023
Schedule and coordinate training dates	3/15/2023	3/15/2023
Preparation for UAT	3/30/2023	4/17/2023
Notification of transition of Legacy System to "Read Only" distributed to Client users	5/13/2023	5/13/2023
Transition Documentum to "Read Only"	5/11/2023	5/11/2023
End-user training (performed by Client)	4/20/2023	4/24/2023
<b>#21 - Differential (Delta) Data Migration from Legacy System to Laserfiche</b>	4/27/2023	5/28/2023
Identify a "modify by date" metadata field to be used to query records	1/16/2023	1/16/2023
Schedule and coordinate delta migration efforts	4/27/2023	5/1/2023
Resolution of production data migration defects	5/1/2023	5/18/2023
Execute delta migration efforts	5/18/2023	5/28/2023

Document extraction results, estimated migration durations, and migration results	5/18/2023	5/28/2023
Review of delta migration results	5/18/2023	5/28/2023
Resolution of delta migration defects and action items	5/18/2023	5/28/2023
Differential data migration results approval	5/28/2023	5/28/2023
<b>#22 - System Acceptance Testing and Performance Testing</b>	12/9/2022	4/3/2023
Prepare SAT test cases	12/9/2022	3/13/2023
Execution of SAT cases in QA	3/16/2023	3/20/2023
Provide SAT feedback for changes	3/20/2023	3/20/2023
Review SAT feedback	3/20/2023	3/21/2023
Implementation of in-scope changes	3/21/2023	3/22/2023
Document out-of-scope change requests	3/20/2023	3/21/2023
Review of implemented SAT changes	3/21/2023	3/23/2023
Revise deployment matrix (if required)	3/24/2023	3/24/2023
SAT Approval	3/27/2023	3/27/2023
Prepare performance testing test cases	12/9/2022	3/27/2023
Execution of performance test cases in QA	4/22/2023	4/28/2023
Provide performance testing feedback for changes	4/28/2023	4/28/2023
Review performance testing feedback	4/28/2023	4/29/2023
Implementation of in-scope changes	4/29/2023	4/30/2023
Document out-of-scope change requests	4/29/2023	4/30/2023
Review of implemented performance changes	4/30/2023	5/1/2023
Revise deployment matrix (if required)	4/30/2023	5/1/2023
Performance testing approval	5/1/2023	5/1/2023
<b>#23 - User Acceptance Testing</b>	12/9/2022	5/18/2023
Deploy users to the system	3/23/2023	4/27/2023
Review of folder structures	4/27/2023	5/8/2023
Review of metadata	4/27/2023	5/8/2023
Review of records management	4/27/2023	5/8/2023
Review of system access	4/27/2023	5/8/2023
Provide feedback for changes	4/27/2023	5/8/2023
Review feedback	4/27/2023	5/11/2023
Implement in-scope changes	4/27/2023	5/18/2023
Document out-of-scope change requests	4/27/2023	5/18/2023
Review implemented changes	4/27/2023	5/18/2023
Approval	5/18/2023	5/18/2023
<b>#24 - Knowledge Transfer to MCCi Support</b>	5/18/2023	5/22/2023
Schedule transfer meeting	5/18/2023	5/18/2023
Execute transfer meeting	5/18/2023	5/22/2023
Transfer all project documentation to LAS representative	5/18/2023	5/18/2023
<b>#25 - Project Closeout - Onsite</b>	5/4/2023	5/29/2023

Schedule onsite closeout	5/4/2023	5/4/2023
Execute onsite closeout	5/29/2023	5/29/2023
Project closure approval request	5/29/2023	5/29/2023
<b>#26 - Project Go-Live</b>	5/4/2023	5/29/2023
Coordinate enterprise transfer announcement	5/4/2023	5/8/2023
Execute announcement	5/11/2023	5/11/2023
Production cutover execution	5/29/2023	5/29/2023
Laserfiche system "go-live" and project close	5/29/2023	5/29/2023

**PROPERLY LEVERAGE CURRENT ARCHITECTURE AND RESOURCES.**

MCCi will work with ITS to understand the current architecture and the best way to leverage. MCCi has a working relationship with ITS through our Laserfiche clients and will determine the best way to maximize resources through the statewide initiative. One of our first tasks would be to understand which agencies would be ready to consolidate under the ITS self-hosted subscription license as there are several agencies with stand-alone Laserfiche systems. MCCi has a team of Engineers that can determine proper architecture design, gauge performance, and implement best practices to help each Agency get the most from their Laserfiche system.

**PERFORMING MIGRATION WORK AT 99.99% ACCURACY.**

For our formal data migration projects, MCCi has a goal of 100% accuracy of migrated data. The legacy system will be compared to the new Laserfiche system for each set of migrated data. Data, images, and metadata will be carefully compared to ensure it is correct. Testing will occur after each migrated data set as well as at the end of the completed migration. The Client will sign off on the accuracy of each set of migrated data and the project as a whole.

**AND ACCURATELY CREATING WORKFLOW AUTOMATION THAT REPLACES MANUAL BUSINESS PROCESSES.**

As listed in our response, the Laserfiche Workflow and Forms engine are powerful tools that are part of the ECM platform. MCCi can provide varying level of services to accurately create workflow automation as needs can vary- same business units/agencies may have their processes documented and be ready for MCCi to implement, or some may need heavy requirements gathering for understanding the business rules. Regardless of the approach needed, MCCi can perform these services to then configure the desired solution within Laserfiche. These can be scoped out on a case-by-case instance, or MCCi can provide a predefined package to perform the service such as our filing workflow configuration. See below for details.

**Laserfiche Filing Workflow Configuration**

MCCi’s Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows Client’s organization to archive specified records in a proper format and location that is consistent with Client’s organization’s standards. To execute, MCCi’s team of expert Project Managers and System Engineers will work with Client’s Project Manager to build a Filing Workflow in Client’s Laserfiche environment.

**CLIENT DELIVERABLES**

- Provide MCCi with a mapped-out narrative and flowchart of the specified business process
- Thoroughly define each resource and activity in the business process, including, without limitation, any exceptions
- Complete requirements gathering with MCCi Project Manager to define document types, naming schemes, folder paths, and metadata

**MCCI DELIVERABLES**

- Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types)
- Rename documents and route to appropriate folder structure



- Create up to three (3) Laserfiche templates and up to seven (7) fields per template
- Provide requirements gathering
- Set root-level security
- Conduct half-day of remote “train the trainer” training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

#### **EXCLUSIONS**

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software

#### **ASSUMPTIONS**

- Workflow is already installed and configured.

#### **BRIEFLY EXPLAIN ANY ADDITIONAL INFORMATION ABOUT YOUR APPROACH TO THIS PROJECT, WHICH MAY BE HELPFUL.**

Our experience is that each Agency has a different working rhythm, expectations, and approach to how they manage projects. From working with over a thousand government Agencies and implementing thousands of projects, we have become experts on navigating the nuances that each client has. With the largest Laserfiche professional services organization in the world, we have the certified and knowledgeable staff to make sure that each project is successful. While the foundation is the same, there is no one approach that works for each Agency. Our understanding on how to best communicate, make joint decisions, agree on requirements and deliverables, and overcome obstacles is critical to project success.

As mentioned in our staffing, there will be a dedicated account team. MCCi’s Account team would meet with ITS on a regular cadence (weekly or bi-weekly) with a specified agenda to review action items, discuss projects, work through any roadblocks, etc. This will allow MCCi to be agile in our response to the needs of ITS. MCCi has already been doing this with ITS for managing the set of accounts currently in place and has been beneficial to both sides for clear communication.

In addition to this we will do quarterly business reviews to ensure we are meeting the goals and needs of ITS and the state agencies of Idaho.

### **PART C: TECHNOLOGY OVERVIEW (E)**

**PROVIDE AN OVERVIEW OF ALL THE TECHNOLOGY COMPONENTS (SOFTWARE AND HARDWARE) THAT ARE INCLUDED IN THE PROPOSAL, INCLUDING A HIGH-LEVEL ARCHITECTURE OVERVIEW.**

**MCCi has responded with Laserfiche subscription business tier in mind in our scope of work response (Functional Area -Part A) and pricing assumptions**

See Attachment A for high level architecture review.

No hardware is being provided.

MCCi has responded with **ECM, Document Processing, and Records Management Software and Subscription. Overviews of these solutions have been included below, with more detailed licensing in Attachment B and assumptions in Attachment E .**

We have included a list of terms to differentiate between the licensing listed in our response and pricing.

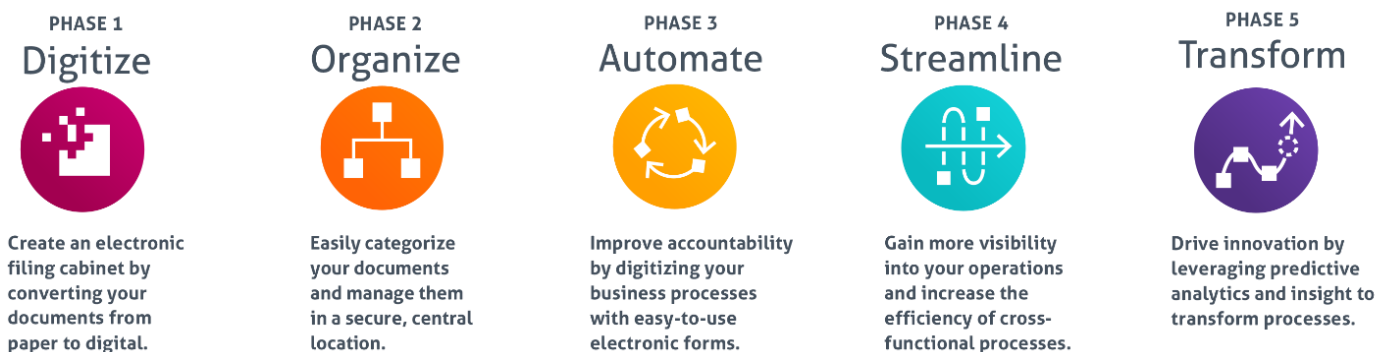
**Terms:**

Laserfiche Subscription	Self-hosted subscription licensing with 3 tiers available; Starter, Professional, or Business.
Laserfiche Rio	Perpetual software that requires software and annual support to be purchased
Laserfiche Avante	Perpetual software that requires software and annual support be purchased. MCCi is offering support under this agreement
Self-hosted	Laserfiche Subscription, Rio, or Avante software that can be hosted by client on-premise, in a private cloud, or MCCi's Managed Cloud
Laserfiche Cloud	Software as a Service (SaaS) solution through AWS Commercial cloud with 3 tiers available: Starter, Professional, or Business.
MCCi Subscriptions	Annual subscription for MCCi created intellectual property like integrations, PowerPack for Laserfiche, Gofiche, Training Center, SLA, etc.
MCCi Managed Cloud	MCCi's IaaS (hosting in Microsoft Azure Government Cloud- FedRAMP Authorized) that can be combined with any of the subscription or perpetual software offerings.
Laserfiche On-Premise Software	Rio or Avante software
Laserfiche On-Premise Support	Support for Rio or Avante software

## LASERFICHE OVERVIEW

What once was a simple document imaging solution has evolved into a complete Content Services platform to serve the enterprise. In addition to native and core document/records management functionality, Content Services platforms continue to mature and address increasingly complex business processes and problems.

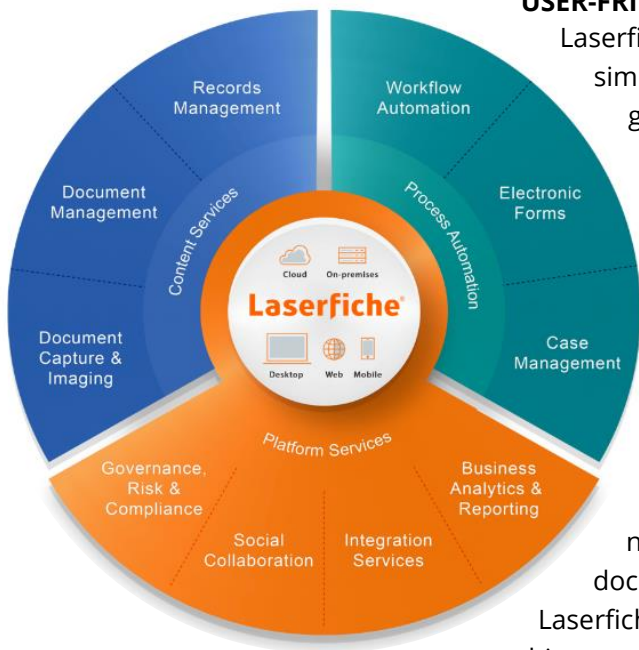
**Where to start.** MCCi leverages and recommends the Digital Transformation Model: an industry-accepted five-phased approach to transforming your office into a digital workplace. This model provides a structured framework for content services, process automation, analytics, and more. Often, technology is implemented in one department, and the interest of other departments quickly grows. The Digital Transformation Model guides whether you are one department or looking to go enterprise wide.



**Select a solution.** In 1999, we searched for a solution with company stability, growth, and service commitment to clients. In our search for the best overall Content Services platform, Laserfiche stood out as a solution that meets

clients' demands while being economical, scalable, and usable. Laserfiche is a platform for automating business processes from start to finish with the flexibility to integrate with your existing solutions.

MCCi is proposing the enclosed Laserfiche software and MCCi Professional Services for your organization. With capabilities ranging from electronic records management to document routing, electronic forms, and integrations, Laserfiche is a powerful solution that enables the entire enterprise. Please keep in mind some of the features of Laserfiche:



**USER-FRIENDLY**

Laserfiche is very easy to learn, navigate, and use. With a folder structure similar to Windows Explorer, Laserfiche will seem familiar to your staff, giving them the confidence to begin scanning and retrieving documents almost immediately after installation.

**COMPREHENSIVE SECURITY**

Laserfiche Comprehensive Security allows you to control and administer the security of your documents. You determine what functions, such as scanning and printing, each staff member may use.

**INTELLIGENT SEARCH**

The Laserfiche Search Engine is a powerful tool to help users find the documents they need during their day-to-day processes, including full-text search, index search, and document and folder name. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, Laserfiche retrieves it immediately. An easy Google-style toolbar is available for searching as well.

**INTEGRATION**

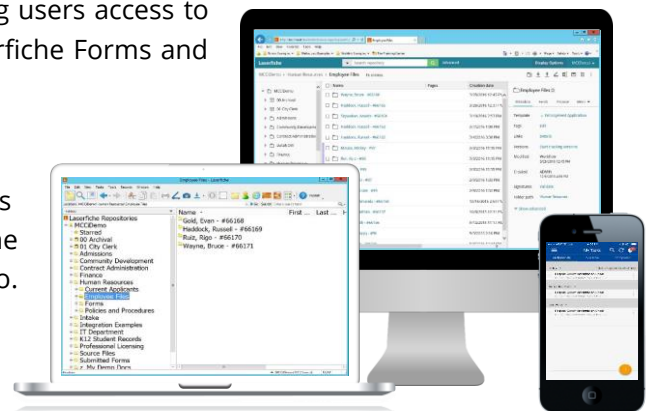
Laserfiche is the central repository for records in your organization and allows you to integrate other main line-of-business solutions easily. Whether you are looking for a way to integrate with a departmental solution, ERP solution, Microsoft Office application or SharePoint, etc., Laserfiche has options available to reduce duplicate data entry and provides seamless access to your records.

**E-FORMS & BUSINESS PROCESS AUTOMATION**

Laserfiche allows users to capture information while automating and transforming business processes. Users are finding efficiencies by reducing the time processes take and giving users access to information instantaneously through the implementation of Laserfiche Forms and Laserfiche Workflow, resulting in cost savings for the organization.

**MOBILITY & WEB TOOLS**

Mobile devices are used in organizations for day-to-day operations. Laserfiche has options available to ensure you can access Laserfiche from these devices and perform related actions quickly on the go. There are also options to give your outside citizens/customers access to records through the web to promote transparency and decrease records requests.



**Laserfiche Subscription**

MCCi is recommending the Subscription (Business level tier) for your organization. Laserfiche Subscription seamlessly combines traditional content services platform (CSP) functionality with powerful business process management,

auditing tools, and security. This platform design is for clients like you, who **innovate and evolve** with changing technologies, **digitally transforming** their organization, and expanding business processes across the enterprise.

Unlike purchased perpetual licensing, Laserfiche Subscription lowers your initial licensing costs based on *subscribing* to the rights to use Laserfiche products and services instead of *owning* them. With included functional ranging from records management (DoD 5015.2 certified) to document routing, electronic forms, and batch processing tools, Laserfiche Subscription provides an easy-to-use, cost-effective platform to automate day-to-day business processes. By providing unlimited document repositories and servers, Laserfiche Subscription supports development, testing, staging and production, putting you in complete control of your business processes and system design.

## LASERFICHE SUBSCRIPTION DEFINITIONS

Laserfiche Subscription licensing is a self-hosted subscription license and allows organizations to access the entire Laserfiche product suite at a cost-effective price point. It is accessible, convenient, and designed to help Client's organization scale. With Laserfiche Subscription, Client has the flexibility to manage licenses based on user roles or expected growth so Client can easily scale Client's deployment with Client's organization. All Laserfiche Subscription tiers include:

- **Web Client:** Enables subscription users to access content through a web browser.
- **Laserfiche Mobile:** An app (Android and Apple) that enables Client to capture, upload, and securely access and work with documents inside Laserfiche while on the go.
- **Laserfiche Snapshot:** "Print" electronic documents into Client's repository as TIFF images with this virtual printer. Laserfiche Snapshot works as though Client had printed the document and then scanned it back into Laserfiche but allows Client to skip the step of making a physical printed copy.
- **Audit Trail:** Track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Automated text extraction:** Automatically extract specific text.
- **Import Agent with Email Archive:** A tool for automatically importing files into the Laserfiche repository from a Windows folder, and the Email Archive allows Client to automatically archive emails to Laserfiche. Email Archive can extract and assign metadata to the emails saved in Laserfiche, as well as extract and save attachments and the email's distribution list file.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto indexed with information such as sender, subject, time received, etc.
- **Integration with SharePoint:** The SharePoint Integration (SPI) is built on the power of Laserfiche Web Client, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires a self-hosted installation of SharePoint.

## LASERFICHE STARTER SUBSCRIPTION ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in.
- **Sandbox:** A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.

- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** Provides forms filling solutions for broker-dealers, financial advisors, insurance agents, and others in the financial industry.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

## LASERFICHE PROFESSIONAL SUBSCRIPTION

- **Full SQL Support**
- **15 Repositories per Laserfiche Application Server**
- **Workflow:** Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.
- **Forms Professional:** Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet Client's organization's needs. One can:
  - Create custom forms from a library of field or selection elements.
  - Utilize the Business process library includes a digital library of prebuilt form templates designed for easier process automation deployment
  - Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
  - Create role-based security to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

- User view of details about all submitted forms.
- Approver "dashboard" of submissions awaiting approval.
- Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields is included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Federated Search:** A web application that allows Client to perform searches across multiple repositories at the same time.

## LASERFICHE PROFESSIONAL SUBSCRIPTION ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in.

- **Forms Portal:** Allow non-authenticated users to view and submit public starting forms.
- **Sandbox:** A sandbox environment includes ten (10) users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **SDK:** Access to the same Web Services, APIs, and libraries for integration with other applications.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, Client can then store those forms in Laserfiche, and extract information from Client's forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche server can be performed.

## LASERFICHE BUSINESS SUBSCRIPTION\*QUOTED

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work. These tools include:

- **Full SQL Support**
- **15 Repositories per Laserfiche Application Server**
- **Workflow:** Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.
- **Forms Professional:** Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet Client's organization's needs. One can:
  - Create custom forms from a library of field or selection elements.
  - Utilize the Business process library includes a digital library of prebuilt form templates designed for easier process automation deployment.
  - Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
  - Create role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

- User view of details about all submitted forms.
- Approver "dashboard" of submissions awaiting approval.
- Administrator views of all submissions by form and approval status.

- Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Enterprise Identity Management:** The Enterprise Identity Management add-on expands out Laserfiche Directory Server capabilities, making it easier for enterprise organizations to manage users at scale. This includes on-demand (just-in-time) license provisioning to onboard SAML and Active Directory (AD) users automatically as they login to Laserfiche for the first time, as well as a self-service portal where users can upgrade their license type. Additionally, documentation for the LFDS API is available, including code samples, to support the development of custom on-boarding user flows. This add-on is particularly relevant for organizations with SAML or enterprise organizations (500+ employees, 1,000+ licenses) with AD. This product requires an SOW for implementation.
- **SDK:** Access to the same Web Services, APIs, and libraries for integration with other applications.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Public Portal:** With unlimited views, share documents with people outside the organization, providing read-only access to specific documents without signing in.
- **Forms Portal:** With unlimited submissions, allow non-authenticated users to view and submit public starting forms. Laserfiche Business Subscription comes with three (3) installations of Forms Portal.
- **Sandbox:** A sandbox environment includes ten (10) users, Laserfiche Directory Server and any additional add-ons purchased, such as portals. Laserfiche Business Subscription comes with three (3) sandboxes.
- **Federated Search:** A web application that allows Client to perform searches across multiple repositories at the same time.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

## LASERFICHE BUSINESS SUBSCRIPTION ADD-ONS

- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, Client can then store those forms in Laserfiche, and extract information from Client's forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

## OTHER LASERFICHE PLATFORMS AVAILABLE

MCCi has responded with Laserfiche subscription business tier in mind in our scope of work response (Functional Area -Part A) and pricing assumptions, but we have also provided details and pricing for other platforms. Full definitions are included Attachment B.

### Laserfiche Rio

Laserfiche Rio seamlessly combines traditional content services platform (CSP) functionality with powerful business process management, auditing tools, and security. This platform design is for clients like you, who **innovate and evolve** with changing technologies, **digitally transforming** their organization, and expanding business processes across the enterprise.

By providing unlimited document repositories and servers, Laserfiche Rio supports development, testing, staging, and production, putting you in complete control of your business processes and system design. With capabilities ranging from records management to document routing, electronic forms, and digital signatures, Laserfiche Rio provides an easy-to-use, cost-effective platform for automating day-to-day business processes.

Each Laserfiche Rio System and Full Named User includes:

- Unlimited Laserfiche Application Servers
- Unlimited Laserfiche Repositories
- Windows, Web and Mobile Clients
- Laserfiche Advanced Audit Trail
- Laserfiche Snapshot & Email
- Laserfiche Workflow
- Laserfiche Forms Essentials
- Laserfiche Digital Signatures
- Laserfiche Discussions
- Laserfiche Integration with Microsoft Office

### Laserfiche Cloud

Laserfiche Cloud seamlessly combines traditional content services platform (CSP) functionality with powerful business process management, auditing tools, and security.

Unlike purchased perpetual licensing, Laserfiche Cloud lowers your initial licensing costs based on *subscribing* to the rights to use Laserfiche products and services instead of *owning* them. With included functional ranging from records management (DoD 5015.2 certified) to document routing, electronic forms, and batch processing tools, Laserfiche Subscription provides an easy-to-use, cost-effective platform to automate day-to-day business processes.

The Laserfiche Cloud license introduces a straightforward annual fee, including software licenses, hosted storage, technical support, and software updates.

## OTHER SOLUTIONS

### Managed Cloud

MCCi Managed Cloud operates cloud infrastructure on your behalf, providing a secure and compliant environment without the worry of day-to-day management. Infrastructure as a Service (IaaS) reduces operational overhead and automates common activities (i.e., change requests, monitoring, patch management, security, and backup services). This service provides a full-lifecycle service to provision, run, and support your infrastructure. Managed Cloud mitigates risk and removes the burden of infrastructure operations so you can direct resources toward differentiating your business.

At MCCi, we understand our clients' needs are always changing. Our Managed Cloud Services team is standing by to engage with you on growth strategies, ongoing support, and future infrastructure needs.

## MANAGED CLOUD BENEFITS

- Eases the cloud transformation process by eliminating the learning curve for architecting secure, scalable solutions on a cloud platform
- Provides higher availability with zone-redundant services to protect from single points of failure, reducing unplanned downtime and help desk and system administration time
- Allows for virtually unlimited scaling capability, improving agility in responding to new and ever-changing national and international regulations
- Ensures security and compliance with a FedRAMP Authorized at Level High infrastructure and next-generation firewall with application layer security
- Manages updates and protects your data, including a nightly backup of all application data and databases

*For existing clients who have a self-hosted solution that they wish to migrate to MCCi's Managed Cloud, MCCi can handle the data migration for you. Since each client's needs are different, this migration will be quoted separately and not included in our standard packages.*

## FULLY MANAGED CONFIGURATION AND DEPLOYMENT

Our team of experts will do all the heavy lifting for configuring and deploying your cloud infrastructure. Once deployed, we will provide infrastructure support services for your environment, including:

- Network, security, system, computing resource, and database management
- Application deployment, scaling, and lifecycle management
- Patch management:
  - Monitoring and categorization of new patches and vulnerabilities
  - Client notification of patch related maintenance windows
  - Patch testing and roll-out
  - Auditing and reporting of device compliance
- Backup and restore services
- Operating system and SQL licensing needed for your infrastructure

## AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is [FedRAMP Authorized](#) at Level High and handles data subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. To provide you with a high security and compliance level, Azure Government uses physically isolated datacenters and networks (located in the U.S. only). MCCi has undergone a strict validation of eligibility for deploying in the Azure Government cloud.

## MONITORING AND ALERTING WITH 24/7 ON-CALL ESCALATION

Our monitoring and alerting systems allow us to notify you of any issues from our cloud-based Network Operations Center (NOC). Our engineers can handle any cloud infrastructure issues 24/7.

## ENCRYPTION

MCCi's Managed Cloud service targets end-to-end encryption, where available. Data disks are implemented using Azure Managed Disks and encrypted at rest with Storage Services Encryption (SSE), which utilizes 256-bit AES encryption. Azure Disk Encryption available upon request. Where available, both front- and back-end data in transit is encrypted using TLS 1.2 or better. Data stored in SQL databases is encrypted using SQL Transparent Data Encryption (TDE).

## BACKUPS

MCCi utilizes Azure Backup services to provide independent and isolated backups to guard against accidental destruction of original data. Backups are stored in a Recovery Services Vault with built-in management of recovery points. Using Recovery Services vaults, MCCi can restore files and folders from a VM or the entire VM. MCCi's Azure

Backup-based recovery-services offering provides two types of replications to keep your storage/data highly available:

**Schedule:**

A daily snapshot of all VM OS and attached storage disks

**Retention:**

MCCi's default retention period for Managed Cloud is ten days. Extended retention-period offerings available (45 days of daily backups, plus one monthly backup for 12 months) and priced separately.

**Location:**

MCCi's default offering is locally redundant storage (LRS) that replicates your data three times (it creates three copies of your data) in a storage scale unit in a datacenter. All copies of the data exist within the same region. LRS is a low-cost option for protecting your data from local hardware failures.

**Enhanced Offerings Available Upon Request:**

Geo-redundant storage (GRS) replicates your data to a secondary region (hundreds of miles away from the source data's primary location). GRS costs more than LRS, but GRS provides a higher durability level for your data, even if there's a regional outage.

**FIREWALLS**

MCCi's Managed Cloud infrastructure utilizes Palo Alto next-generation firewalls that:

- Adhere to the “allow what you want to allow and deny all else” premise and protecting your network with security policies based on the application identity, irrespective of port, protocol, an evasive tactic, or encryption certificate to be used with SSL or TLS
- Inspect the application stream to prevent known threats, such as viruses, vulnerability exploits, botnets and spyware, and unknown threats, such as advanced persistent threats
- Allow us to leverage agile, inline network security and threat prevention to consistently manage and protect our applications hosted within our public cloud virtualized data center environment

**ABBYY**

Thousands of organizations globally and more than 50 million people from over 200 countries and regions use ABBYY products, technologies, solutions, and services. ABBYY provides Automation Intelligence (AI)-based solutions and services to one-third of the Forbes 100 companies who actively deploy a new digital workforce consisting of robotic process automation (RPA) software robots to achieve intelligent automation.

**ABBYY FlexiCapture for Invoices**

ABBYY FlexiCapture for Invoices is a turnkey capture solution that replaces costly manual data entry with efficient automated invoice processing. By enabling early capture of invoices and centralized extraction and validation of data, it reduces the cost of paying an invoice, improves visibility into the payment cycle, and increases analysis and forecasting accuracy. ABBYY's award-winning, AI-driven recognition neural networks, and machine learning technologies provide unparalleled accuracy. FlexiCapture for Invoices can locate invoice data within the most complex documents through multiple approaches of functionality.

**ABBYY FlexiCapture**

ABBYY FlexiCapture is an Intelligent Document Processing platform built for the needs of today's complex digital enterprise. ABBYY FlexiCapture intelligently captures, classifies, and transfers critical data from unstructured and structured documents to the right process, workflow, and advanced recognition capabilities by bringing together the best NLP (natural language processing), machine learning, and advanced recognition capabilities or decision engine. ABBYY FlexiCapture automatically processes all types of documents from files and scanners in a single flow, including

office documents and image formats, email attachments, and message bodies. Orchestrating the process from acquisition to delivery, FlexiCapture feeds content-driven business applications such as RPA and BPM (business process management), helping organizations focus on customer service, cost reduction, compliance, and competitive advantage.

## Blue Prism

In a digital transformation world, Blue Prism deploys a foundation for true operational excellence – the Digital Workforce. With innovation at its core, Blue Prism delivers an easy-to-control Digital Workforce platform that instantly empowers your operations with best-of-breed automation intelligence (AI) capabilities to improve your business. With no code functionality, true reusability, and absolute IT compliance, the Blue Prism Digital Workforce platform gets easier the more you use it, freeing up your best people to be your very best people.

Blue Prism's connected-RPA can automate and perform mission-critical processes, allowing your people the freedom to focus on more creative, meaningful work. More than 1,000 major enterprise customers leverage Blue Prism's digital workforce, empowering its people to automate billions of transactions while returning hundreds of millions of work hours to the business.

### WHICH PROCESSES ARE IDEAL FOR RPA?

RPA is especially suited to certain processes, and choosing the right ones is important. Listed below are some considerations in selecting processes to automate:

- **Process Suitability:** The process should be describable, rules-based (not subjective), performed digitally, and use primarily structured data. The key candidates should include the 80% that can be done without error, letting humans handle exceptions.
- **Material Value:** The process should be important to the company, delivering key benefits to productivity, profitability, speed, etc. Don't solve problems nobody cares about or that don't drive value.
- **Buildability & Cost:** Be sure the process is buildable, and cost of the automation is justified. Finding this mix is often the hardest part. Use a methodology to make sure sizing metrics reflect the resources available to build it.
- **Operability:** Ensure the ongoing operation of the RPA process will work in terms of staff available to handle the new processes, the right amount of staff for exceptions, and to check for lasting quality and outcomes. Change management is key to getting this right.
- **Maintainability:** Be careful with processes that change frequently or need rebuilding often (e.g., because of competitive reasons or constantly shifting regulation). You'll need a program in place to maintain, monitor, and update your robots for all processes.

### BEHIND THE CURTAIN – HOW IT WORKS

Blue Prism is built on the established and proven Microsoft .NET Framework, automates any application, and supports any platform (mainframe, Windows, WPF, Java, web, etc.) presented in a variety of ways (terminal emulator, thick client, thin client, web browser, Citrix, and web services).

Blue Prism's Digital Workers can perform repetitive tasks far more quickly, accurately, and tirelessly than humans working 24x7, 365 days a year. Using RPA for more repetitive, mundane, and error-prone tasks, human staff can focus on other tasks requiring human strengths such as emotional intelligence, reasoning, judgment, and interaction with the customer.

Blue Prism configuration is code-free, logical, and highly visual. Processes are created, maintained, and managed by business users, process excellence engineers, and subject matter experts. Building blocks are for re-use and interlinked to produce end-to-end processes that are stored centrally.

Implementing a Blue Prism RPA solution begins with identifying the process that lends itself to automation. From there, it's truly a drag and drop exercise.

## UiPath

UiPath is a leading automation vendor and has seen an expansion nothing less than extraordinary in the past years, becoming the fastest growing enterprise software company in the history. UiPath's products deliver enterprise-wide automation benefits, residing with an open, extensible architecture designed for truly smart, highly scalable automation. The UiPath product enables the entire automation journey by offering a platform that represents a full end-to-end automation suite. Whereas the core products are the Studio, Orchestrator and Robots; additional strengths lie in the planning and process discovery stages before process build as well as in the analytics reporting of business metrics and insights.

- 2005: BEGINNING: We started building the first automation libraries and share them with developers worldwide. Ended up receiving very positive feedback throughout the years.
- 2013: FIRST UI AUTOMATION PRODUCT: Deskover as a company is born in Bucharest Romania our main delivery and product development location to date, launching the first UiPath Desktop Automation product line based on Microsoft Workflow Designer, specifically targeting Robotic Process Automation market. First RPA journey initiates with Sutherland and Dell to automate business processes.
- 2015: DESKOVER BECOMES UIPATH. Our first partnerships with global BPO & Consulting firms.
- 2016: SERVER and GROWTH: Launch of the Attended and Unattended suites under the new Server 2.0 Architecture. The company is growing, teams scaling up and new locations are opening in India, UK, USA, Japan, Singapore, Philippines.
- 2017: Recognition as a LEADING RPA VENDOR, 350+ clients, 3000+ robots in production. Launch of NLP integration with Google, Microsoft, IBM, multitenancy support and high-density robot solution. Expansion to Germany & France.
- 2018: CONTINUED ACCELERATED GROWTH, 2700+ clients, 500+ partners. We have implemented Intelligent OCR semi-structured, Validation with human-in-the-loop, Dynamic workload allocation and Embedded Python scripts and functions. We have been recognized by industry experts as Leaders in the RPA field. Expansion to UAE, South Korea, Spain, Netherlands.
- 2019: 'AUTOMATION FIRST' Mindset Era / 5000+ Customers / 700+ implementation partners / 2900+ Employees / 100,000+ Trained Developers / 300,000+ Community Users. UiPath acquired StepShot and ProcessGold to accelerate customers' automation journeys by enabling them to quickly and easily record, document, and share processes as well as automate key steps in robot creation and deliver unparalleled End-to-End Process Understanding Solution, respectively.
- 2020: The UiPath Platform - "AN END-TO-END HYPERAUTOMATION SUITE" / Discover-Build-Manage-Run-Engage-Measure / More than 6000 customers
- 2021: The Fully Automated Enterprise – AI-powered capabilities, Engaging experiences, 7900+ customers. UiPath Acquires Cloud Elements to Deliver Expanded API-Based Automation Capabilities.

UiPath platform's purpose is to expedite automation time-to-value and ongoing ROI with across the entire lifecycle. It systematically drives business value by enabling organizations to:

- Discover and manage every automation opportunity, with full transparency and control.
- Enable automation enterprise-wide, by empowering everyone to automate.
- Automate more (and more advanced processes), with drag-and-drop AI.
- Demonstrate the value and the ROI of your automations.

## ONESPAN

The world has gone digital, and it's not simply a question of doing business better, faster, and cheaper. Most businesses and government organizations move toward end-to-end digital business processes to improve customer experience by shifting away from paper and adopting electronic signatures. OneSpan Sign is an e-signature tool that provides you a legal, secure way to achieve digital signatures.

OneSpan Sign helps you:

- Ensure high user adoption and satisfaction with the most seamless, white-labeled e-signing experience
- Protect your users and documents against fraud with military-grade digital signature technology
- Strengthen your compliance and deter legal disputes with the most comprehensive audit trails in the market
- Scale electronic signatures across your organization and channels quickly and cost-effectively
- Get a cost-effective solution regardless of your volumes
- Eliminate time-consuming errors, such as missing signatures and data
- Cut costs by eliminating the need to prepare manually, ship, and archive paper-document packages
- Integrate with other third-party applications with an open API, fully supported SDKs, and connectors with Laserfiche, Salesforce, Office365, and more

## DOCUMENT SECURITY

OneSpan Sign supports a broad range of options to verify signers' identities before giving them access to documents. All OneSpan Sign plans include Email, SMS PIN code, and Q&A. Unlike most e-signature solutions, OneSpan Sign uses digital signature technology to tamper-seal documents after *each* signer. It invalidates any changes made to the documents. This built-in security ensures the integrity of the e-signed document.

## COMPREHENSIVE AUDIT TRAILS

OneSpan Sign makes it easy to access details about the transaction to prove compliance. Audit trails permanently embed within the e-signed document for easy, one-click verification. This is also the only e-signature solution on the market to capture a visual audit trail of how the signing process took place (as experienced by the signers).

The diagram illustrates three methods of e-signing and their resulting signatures:

- Click-to-Sign:** A blue arrow points to a laptop screen showing a "Click to Sign" button. Next to it is a smartphone displaying a document with a signature field. A text box states: "E-SIGNED by J.Smith on 2018-03-15 16:56:16 GMT". Below this, a text box explains: "Customers need nothing more than a web browser to 'click-to-sign' from home. Their signature will appear typed out in a standard font." The resulting signature is a typed name "John Smith".
- Personal Mobile Device:** A blue arrow points to a smartphone displaying a document with a signature field. A text box explains: "The bank can choose to display a watermark behind the signature, or additional information such as a date stamp." The resulting signature is a handwritten name "John Smith" with a watermark.
- Signing in Person:** A blue arrow points to a tablet displaying a document with a signature field. The resulting signature is a handwritten name "John Smith" with a watermark.

## JustFOIA

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software as a service solution (the "Solution"), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time through automating repetitive tasks, such as redactions, assignments, reminders, and communication

with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

**DESCRIBE THE MECHANISMS BY WHICH YOUR PRODUCT CAN BE CONFIGURED AND CUSTOMIZED, INDICATING THE TYPES AND LEVELS OF SKILLS REQUIRED FOR EACH MECHANISM.**

Laserfiche is a low code/no code solution that can be configured based on the agency's needs. Most customization does not require coding. In those rare instances when further customization is required outside of the robust Laserfiche toolset, we can leverage the Software Development Kit (SDK) to find a solution

MCCi has provided some guidance below on skills needed by role.

**Agency Laserfiche Business Analyst**

- General understanding of how agency business units operate.
- Strong problem-solving skills and ability to troubleshoot complex and dynamic environments.
- Work directly with business units to gather and analyze document centric process requirements.
- Provides ideas and recommendations for better utilization of technology across the solution.
- Design solutions for business activities that incorporate Laserfiche software and functionality.
- Understanding of specific agency specific systems, Laserfiche Forms, workflows, and integrations.
- Determines the appropriate document management and metadata models.
- Communicate and collaborate with engineers, developers, and business units.
- Provides quality control through testing, correcting errors.

**Agency Laserfiche Support**

- Troubleshooting Laserfiche, problem resolution, and/or reporting to Engineers/Developers.
- Review and test new Laserfiche product releases to discover bugs and potential improvements
- Install, configure, and license software for implementation.
- Proficient in specific agency systems, Laserfiche Forms, workflows, and integrations.

**Agency Laserfiche Engineer**

- Laserfiche Platinum Certification.
- 3+ years in design, implementation, and deployment of solutions that incorporate Laserfiche software and functionality.
- System capacity planning.
- Creates detailed system design, system documentation, workflow procedures and Laserfiche data modeling.
- Implementation of document management templates and metadata models.
- Create Laserfiche forms and workflows.
- Builds interfaces and connections to and from Laserfiche and other agency specific systems.
- Work with internal and external data sources, CRM, CMS, Forms, workflows, and API's
- Queries databases using standard querying tools.
- Coordinates and/or performs testing of system modifications or builds.
- Understanding of SQL, C#, HTML, HTML5, JavaScript, .Net, and other concepts.

**Agency Laserfiche Developer**

- Laserfiche Platinum Certification.
- 5+ years in design, implementation, and deployment of solutions that incorporate Laserfiche software and functionality.
- Proficient in SQL, C#, HTML, HTML5, JavaScript, .Net.
- Hands-on programming experiences in two or more of the following programming languages: C#, C/C++, Java, NodeJS, JavaScript, Go, Python.
- Advanced knowledge in distributed computing, web-services, microservices architecture, API design, scalable system architecture and operating and supporting production services.

**Agency Laserfiche Users**



Agency employees that are performing daily duties within the Laserfiche Application, including but not limited to, scanning, document storage, document retrieval, forms initiation, workflow approvals, etc, should have general knowledge of their day-to-day responsibilities. This includes having access to agency specific standard operating procedures or training documentation that is up to date with how to perform duties while using Laserfiche.

### **Agency Laserfiche Administrators (Power Users)**

Administrators should be defined as agency employees that are team leads within their respective business unit, have access to reporting functionality, and/or serve as a liaison between their business unit and support. This role should ensure that the SOPs and training documentation for their business unit are maintained and serve as subject matter experts for BAs, Engineers, and Developers during process or repository modifications or builds. This role should also serve as tier 1 support for the Laserfiche end users within their team(s).

### **PROVIDE AN OVERVIEW OF HOW INFORMATION WITHIN YOUR SOLUTION IS SECURED.**

The Laserfiche Server provides a powerful set of security options you can use to ensure only the right users can access information in your repository. With Laserfiche security, you can control access on a variety of levels. You can determine which users can log in to your repository, collect them into groups to apply security consistently, and decide what folders, documents, and metadata they can see. In addition, Laserfiche gives you the tools you need to quickly apply security to very large or complicated systems.

Laserfiche security has two separate but interrelated aspects: authentication and authorization. Authentication determines users are who they claim to be; it answers the questions "who is this user?" and "can this user log in?" Authorization determines what elements of the repository the user can access after logging in and what he or she can do with those elements.

#### Encryption of Data in Transit

All client-server communication sessions transferring documents and metadata occur over HTTP and are secured in transit by TLS. MCCi implements a strict TLS configuration which adheres to PCI 3.2 standards, requiring protocol version 1.2 (or greater) and deactivation of all ciphers with known vulnerabilities. Communication between Laserfiche server components and back-end databases hosted by SQL Server is also encrypted with the same TLS configuration.

MCCi has provided detail on security as well in Part. A Functional Areas – Content Security & System Security.

### **PROVIDE A ROADMAP FOR THE PRODUCTS INCLUDED IN THIS PROPOSAL FOR THE NEXT FIVE YEARS.**

The Laserfiche product roadmap is confidential and for Laserfiche solution provider-use only. Please note that timeline and product labels below are all subject to change and are not guaranteed. Please see Attachment C.

### **DESCRIBE THE PATCHING AND UPGRADE CYCLES FOR THE PRODUCTS INCLUDED WITHIN THIS PROPOSAL.**

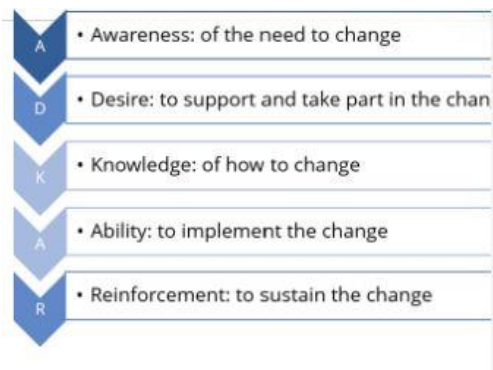
A current maintenance agreement gives the customer the most up to date version of the software. Any costs associated would be for the installation and implementation of the upgrade. This is usually covered through MCCi's supplementary support packages (MSS or PASS). It is recommended that all upgrades are completed in a timely manner, however, MCCi understands circumstances outside of the clients contract may require a delay on new updates, which MCCi will work with the client to plan around.

Laserfiche started a new software release cycle where there is a soft launch of the major release in the fall and a formal launch in January with patches included. A point release is done in the spring with additional functionality that didn't make it into the original major release as well as patches. Minor point releases are done if needed, for example if Microsoft released a new version of Windows, they would probably issue a 10.1.2 to support it. When Laserfiche releases a new version, clients are notified through the Laserfiche newsletter. MCCi prefers to test

internally before recommending the upgrade to the customer. We will communicate this to our clients through email notifications. The client Account Manager will also make proactive calls letting the client know when it's time to upgrade and to get the upgrade scheduled. Current support gives the customer the most up to date version of the software. Any costs associated would be for the installation and implementation of the upgrade. This is usually covered through MCCi's Managed Services agreement. Client responsibilities would be discussed prior to the upgrade and may change based on complexity of the upgrade. At a high level, the client would be responsible for downloading the software, ensuring backups are in place, and preparing the system for the upgrade. MCCi would be responsible for setting proper expectations, running upgrade tasks prior to and after upgrade. Timeframes of upgrades really depend on the size of the system and the upgrade itself and will be discussed prior to upgrade being performed.

**DESCRIBE YOUR APPROACH TO CHANGE MANAGEMENT.**

MCCi utilizes the ADKAR change management approach to assist with change management not just at the project level but throughout the organization as new processes are being put in place.



As this project progresses, it may be necessary to amend the approved SOW. The client understands that any change to this initial SOW may affect the fee and may extend the project completion date. If changes are required, the Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide the Client with a formal Change Order Request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement.

**DESCRIBE WHICH THIRD-PARTY SOFTWARE PACKAGES ARE REQUIRED FOR THE SOLUTION TO FUNCTION CORRECTLY (FOR EXAMPLE, APPLICATION SERVERS, WEB SERVERS, DATABASES, AGENTS OR CLIENTS FOR BACKUP, OR SOFTWARE DISTRIBUTION AND SECURITY), AND INDICATE WHICH ELEMENTS OF THIS ARE INCLUDED IN THE PROPOSAL.**

Please see our hardware requirements. MCCi is only providing Laserfiche licensing. any hardware is responsibility of the client unless MCCi's Managed Cloud is contracted as well. Please see Attachment A

**INDICATE WHETHER ALL SOURCE CODE FOR THE APPLICATION WILL BE MADE AVAILABLE TO THE STATE OF IDAHO OR, IF IT WILL NOT BE AVAILABLE, THEN DESCRIBE THE SOFTWARE ESCROW SERVICE USED, GIVING CONTACT INFORMATION AND COMPANY POLICY REGARDING SOFTWARE ESCROW UPDATES.**

NCC Group LLC provides escrow services for Laserfiche. Pricing is listed in our pricing documentation. We have included the participation agreement and escrow agreement as an attachment. Please see Attachment D

**PART D: TRAINING (E)**

**AN OFFEROR MUST INCLUDE ADMINISTRATOR TRAINING AS PART OF ITS ALL-INCLUSIVE ECM SOLUTION PRICE. PLEASE DESCRIBE YOUR APPROACH TO TRAINING, INCLUDING THE SPECIFIC TRAINING WHICH WOULD BE INCLUDED AS PART OF THE PROPOSED SOLUTION.**

MCCi has included 2 Laserfiche Certifications –Administration for ITS as part of our solution.

## Laserfiche Certifications –Administration

Get Laserfiche up and running at your organization. Set up, support, maintain, and secure your Laserfiche system. Certification courses based on Laserfiche 10.

### Recommended for:

- Laserfiche administrators and solution providers
- In-house IT and support personnel

Includes:

#### [Getting Started with Laserfiche 10](#)

Familiarize yourself with the content services Laserfiche offers, including scanning and document management.

#### [Using Laserfiche Forms 10](#)

Gain insights of how to participate in forms processes and managing tasks.

#### [Building Laserfiche Workflows 10](#)

Understand how to build workflows and automate processes.

#### [System Administration I – Laserfiche 10](#)

Learn the basics of the Web Administration Console to design repositories and implement security policies.

#### [System Administration II – Laserfiche 10](#)

Gain advanced knowledge to secure, back up and monitor your Laserfiche solution.

#### [System Administration III – Laserfiche 10](#)

Master Laserfiche repository and server configuration best practices.

#### [Building Advanced Processes with Laserfiche 10](#)

Gain skills for advanced utilization of Forms and Workflow.

MCCi provides high quality professional services and support. Each member of our professional services team is trained thoroughly on the Laserfiche ECM functionality and also goes through the Laserfiche Certifications based on their area of focus. MCCi works with our clients to put together a flexible training strategy to meet their individual needs. MCCi can provide train-the-trainer training for key staff, which can then roll-out the project to the organization or MCCi can serve as the trainer for all users in the organization. We have training packages with clearly outlined client deliverables, MCCi deliverables exclusions, and assumptions when all apply. This ensures clients understand what they are contracting for. Outside of our 40+ Laserfiche training packages, we can provide custom training based on the needs of the organization. With almost 20 years of expertise, we have designed training packages to meet the needs of Public Sector clients. With the transition to remote work, our packages have also been altered for onsite or remote.

### Training Package Examples

- Introduction to Laserfiche – Project Introduction Training
- Laserfiche User Training - Advanced (Onsite)
- Laserfiche User Training - Basic (Onsite)
- Laserfiche User Training - Full (Onsite - Multiple Consecutive Days)
- Laserfiche IT Administrator Training
- Laserfiche Quick Fields Training (Onsite)
- Laserfiche Records Management Module Training (varying levels)
- Laserfiche Repository Administrator Training (varying levels)
- Process Automation Designer Training on Laserfiche Forms (varying levels)
- Process Automation Designer Training on Laserfiche Workflow (varying levels)

### Package Detail Examples:

#### [Process Automation Designer Training on Laserfiche Forms](#)



MCCi's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Forms. Individuals will learn not only how to create and maintain webforms but also apply their new skills to streamlining approval and review processes. Lastly, training is completed in your Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms. In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one (1) 2-hour remote sessions prior to training, attendees are led through a process design workshop with the instructor to isolate and plan out a process. Attendees then apply their new skills during the last session to the outlined process. In Level 3, attendees get all of Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified process is complex, and attendees prefer more coaching beyond the Level 2 training session.

**CLIENT DELIVERABLES**

- Have a license available for each attendee participating in the training
- Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

**MCCI DELIVERABLES**

- Provide Process Automation training according to the level of package purchased. CSS and JavaScript are outside the scope of this training package
- Provide training for up to (six) 6 users per session

Description	Level 1	Level 2	Level 3
<b>Product Training</b>	Laserfiche Forms	Laserfiche Forms	Laserfiche Forms
<b>Instructor-Led Sessions</b>	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
<b>Exercises Designed to Learn Tools and Explore Features</b>	Included	Included	Included
<b>Coaching on a Process Design</b>	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
<b>Remote Post Training Configuration Assistance</b>	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

In addition to our Training Services, MCCi offers the Training Center for Laserfiche (created by MCCi).

**MCCi's Training Center for Laserfiche**

MCCi's Training Center is an annual subscription that provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

## **BENEFITS**

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

*\*The Training Center subscription gate is based on Laserfiche user counts*

## **PART E: PROFESSIONAL SERVICES (E)**

**THE STATE MAY NEED HOURLY PROFESSIONAL SERVICES FOR MIGRATION, CREATION OF WORKFLOW PROCESSES, AND CONSULTING. AS NEEDED, EACH PROJECT WILL BE SCOPED FOR THE ESTIMATED NUMBER OF HOURS NECESSARY PRIOR TO THE STATE ISSUING PURCHASE ORDERS FOR THE SERVICES. PLEASE EXPLAIN ANY AVAILABLE PROFESSIONAL SERVICES AND INCLUDE ANY SUCH OPTIONAL HOURLY PRICING AS PART OF THE RESPONSE TO THE COST SECTION.**

MCCi is staffed with Laserfiche certified professional services team members ready to help the State of Idaho with their migration, workflow, or any other Laserfiche needs. We have the largest Laserfiche professional services team in the world, giving us the ability to staff a large number of projects at any given time. We offer a full consulting program, where resources are billed on a T&M basis, but projects get PMO oversight and a host of other benefits. We have included our rates in the cost section. Our roles include:

### **Senior Project Manager**

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project. Senior Project Manager will be PMP Certified or equivalent experience.

### **Project Manager**

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

### **System Engineer**

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

### **Developer**

Responsible for the design, development, coding, testing, and debugging of applications.

### **Solutions Architect**

Responsible for evaluating a client's business needs and determining how MCCi can support them by leveraging our expertise and technology solutions.

### **Senior Solutions Architect**

Responsible for evaluating a client's business needs and determining how MCCi can support them by leveraging our expertise and technology solutions. Senior Solutions Architects have 6+ years of experience in this role.

Projects can be scoped individually through a statement of work, or we also have a variety of configuration and training packages available. In addition, some clients will contract with MCCi on an on annual basis through our Consulting Services. MCCi's consulting services are designed to be highly collaborative and effectively extending the Client's team.

The types of assistance may include:

1. Project & Program Management
2. Business Process Requirements Gathering and Task Order drafting
3. Recurring Status and Strategy Meetings
4. Configuration of Client-Owned Solution Components
5. Training on Solution Components and/or configured Business Processes
6. Integration/Developer Assistance

Outside of our professional services team, we have supplementary support packages that can be utilized for some basic workflow configurations as well as other needs for managing Laserfiche implementations. See descriptions below.

## SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal.

### Laserfiche

Description	Managed Support Services		Process Administration Support Services	
	MSS	MSS 2	PASS	PASS 2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) <sup>+</sup>	■	■	■	■
Remote access support through web conferencing service <sup>+</sup>	■	■	■	■
Access to product update version and hotfixes (Client Download) <sup>+</sup>	■	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums <sup>+</sup>	■	■	■	■
Additional Remote Basic Training	■	■	■	■
Additional System Settings Consultation	■	■	■	■
Assistance with Implementation of Version Updates	■	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow		■	■	■
Configuration of Laserfiche Quick Fields sessions		■	■	■
Basic Records Management Module Overview Training		■	■	■
Administration Configuration Services		■	■	■

<b>Dedicated Certified Professional</b>			■	■
<b>Proactive recurring consultation calls upon the Client's request</b>			■	■
<b>Annual Review of business process configurations</b>				■
<b>Institutional Knowledge of Client's Solution</b>				■
<b>Maintenance of MCCi/Client configured <i>complex</i> business processes</b>				■
<b>Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET</b>				■
<b>Basic JavaScript, CSS, and Calculations for Laserfiche Forms*</b>				■

\* Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

\* Excludes the development of new integrations, large-scale development projects, and SQL queries.

\*\* **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configuration a new *complex* business process. In those instances, a separate SOW is required.

### **BUSINESS PROCESS DEFINITIONS (RELATIVE TO THE TABLE ABOVE)**

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with an extensive configuration that is mission-critical to the organization.
  - **EXAMPLES:** Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
  - For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.

## **SUPPLEMENTAL SUPPORT PACKAGE DESCRIPTIONS**

### **CLIENT RESPONSIBILITIES (ALL PACKAGES)**

- (a) For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution (Laserfiche, ABBYY, Blue Prism).
- (b) Managing application-level security.
- (c) Managing and creating retention policies related to Records Management Module.
- (d) Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- (e) Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- (f) Creating/providing process diagrams (and any other necessary paperwork/examples).

### **MANAGED SUPPORT SERVICES (MSS)**

MCCi's **MSS** package provides additional training and assistance to the Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS** can be used for the following:

- **ADDITIONAL REMOTE TRAINING**



Additional web-based training is conducted to train new users or as refresher training for existing users.

- **ADDITIONAL SYSTEM SETTINGS CONSULTATION**

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

- **REMOTE IMPLEMENTATION OF VERSION UPDATES**

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

- **ANNUAL SYSTEM REVIEW & ANALYSIS**

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

- **LASERFICHE CERTIFICATIONS**

Priority offering of complimentary Laserfiche certifications, based on availability.

- **LASERFICHE CONFERENCE REGISTRATION**

Priority offering of complimentary Laserfiche Empower registration, based on availability.

- **ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES**

MCCi will create or update users or groups, import profiles, or batches within Client's ABBYY solution.

## **MANAGED SUPPORT SERVICES LEVEL 2 (MSS 2)**

MCCi's **MSS 2** package provides all of the MSS benefits plus is for clients who need additional administration services.

**MSS 2** pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS 2** can be used for the following:

- **ADMINISTRATION CONFIGURATION SERVICES**

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

- **CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS**

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes (see definitions above). Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

- **CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS**

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

- **BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING**

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

- **MAINTENANCE OF MIDDLEWARE/CONFIGURABLE INTEGRATIONS**

Does not include maintenance of custom-built integrations, or any item not purchased from MCCi.

- **EDIT ABBYY SCRIPTS, FIELDS, AND TRAINING**

Within Client's ABBYY solution, MCCi will edit export scripts, import from Laserfiche, fields/variables within an existing project, or training.

## **PROCESS ADMINISTRATION SUPPORT SERVICES (PASS)**

MCCi's **PASS** package provides all of the MSS 2 benefits, plus access to a dedicated representative and the ability to have recurring calls to discuss Client's current and upcoming projects. **PASS** pricing for the advanced block of hours

is based on MCCi's Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **PASS** can be used for the following:

- **DEDICATED LASERFICHE CERTIFIED PROFESSIONAL**

While on MCCi's **MSS 2** level, Client will have access to MCCi's team of Certified Support Professionals; with **PASS** Client will have a representative dedicated to Client's organization.

- **SCHEDULED RECURRING CONSULTATION CALLS**

Upon Client's request, Client's **PASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

## **PROCESS ADMINISTRATION SUPPORT SERVICES LEVEL 2 (PASS 2)**

**PASS 2** includes the benefits of **PASS** and provides the ability for MCCi to maintain complex business processes, which requires knowledge transfer and maintenance of that knowledge. **PASS 2** pricing for the advanced block of hours is based on a flat fee and MCCi's Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **PASS 2** can be used for the following:

- **ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS**

- **INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION**

Turnover within Client's organization can happen, and it's important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and are able to assist with the knowledge transfer to the new solution administrator if needed.

- **MAINTENANCE OF MCCI/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES**

The assigned representative can maintain MCCi or Client configured *complex* business processes. For example, minor tweaks, updates due to upgrades, process improvements, etc.

- **ABILITY TO SCHEDULE AFTER-HOURS MIGRATIONS/UPGRADES**

Avoid MCCi's after-hours premium charge for server migrations and upgrades. **PASS 2** clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

- **BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS**

Excludes complex scripting.

- **BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION**

MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

## **SERVICE LEVEL AGREEMENT (SLA)**

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

## **PART F: LEGAL REQUIREMENTS/BUSINESS ASSUMPTIONS**

**1. LEGAL COMPLIANCE: (M) THE ECM MUST COMPLY WITH CRIMINAL JUSTICE INFORMATION SERVICES (CJIS), HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS.**

Laserfiche provides the platform and tools to Support compliance with regulatory mandates like CJIS, HIPAA, and other applicable requirements.

**2. SUBCONTRACTORS: (M) THE STATE WILL CONTRACT SOLELY WITH THE AWARDED OFFEROR(S) (THE PRIME CONTRACTOR(S)). SUBCONTRACTORS/PARTNERS ARE THE SOLE THE RESPONSIBILITY OF THE PRIME CONTRACTORS AND ARE BOUND BY ALL TERMS AND CONDITIONS OF THE RFP AND ASSOCIATED AWARDED CONTRACTS WITH PRIME CONTRACTORS.**

MCCi agrees to this term.

**3. OTHER BUSINESS ASSUMPTIONS: (E) PLEASE EXPLAIN ANY OTHER BUSINESS ASSUMPTIONS THAT YOU HAVE MADE, IN PROPOSING THIS ECM SOLUTION, WHICH HAVE NOT BEEN ADDRESSED ELSEWHERE.**

MCCi has responded to the scope of work and functionality requirements, based on functionality within Laserfiche Subscription (self-hosted) software and licensing. We have included Laserfiche Cloud as a pricing option, but functionality outside the product descriptions included would need verification. Assumptions related to each solution are listed in Attachment E.

All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project. MCCi will work with ITS to go through the proper security clearances to gain needed unattended access.

**PRODUCT ORDER TERMS**

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ol style="list-style-type: none"> <li><b>Initial System Implementations:</b> Post Project Kick-Off</li> <li><b>Expansions &amp; Platform Changes:</b> Within 30 days of receipt of Order</li> <li><b>Reinstatements:</b> Upon Receipt of Order <ul style="list-style-type: none"> <li><b>Initial Managed Cloud: Upon deployment of infrastructure</b></li> </ul> </li> <li><b>Annual Renewal:</b> Upon payment of renewal invoice</li> </ol>

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3<sup>rd</sup> party manufacturer products are subject to each manufacturer's current policy.

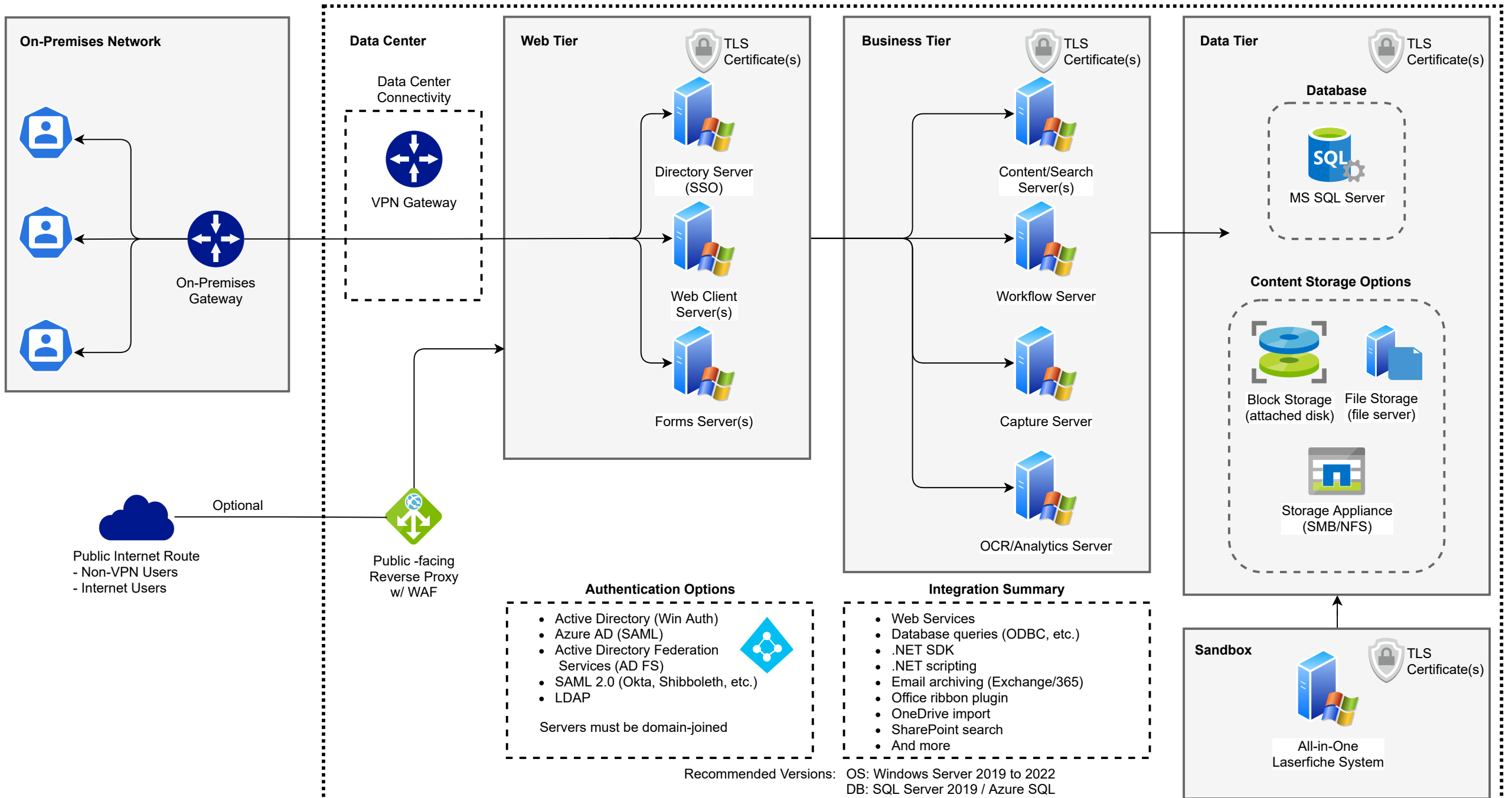
**BILLING TERMS**

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none"> <li><b>Initial Sale:</b> Upon delivery of software or activation of the subscription</li> <li><b>Annual Renewal:</b> 75 days in advance of expiration date</li> <li><b>Reinstatement:</b> Upon Receipt of Order</li> <li><b>Initial Managed Cloud: Upon deployment of infrastructure</b></li> </ul>
Service Packages	<ul style="list-style-type: none"> <li><b>Multiple packages ordered:</b> 50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.</li> <li><b>Single package ordered:</b> 100% upon delivery completion and Client acceptance</li> <li><b>MCCi Block of Service Hours:</b> 100% upon signed receipt of order</li> </ul>
Professional Services: Statement of Work	Defined in Statement of Work
Consulting Services	Monthly based on services performed

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

# Laserfiche Architecture



## What does IT need to prepare for before MCCi starts the implementation?

- ✓ Provision Microsoft Windows Server(s), ensure all Windows Updates are applied, and they meet the Laserfiche system requirements that will be discussed with your MCCi project team.
- ✓ Provision Microsoft SQL Server
- ✓ Enable TLS 1.2 on all Laserfiche servers and machines that will communicate with them.
- ✓ Add Windows Features to servers (page 7).
- ✓ Open necessary Firewall ports as discussed with project team.
- ✓ Install Google Chrome or Chromium Microsoft Edge on all servers.
- ✓ Acquire, install, and setup TLS certificates that meet Laserfiche requirements (page 6).
- ✓ Unattended remote server access for MCCi to access servers for the duration of the project.
- ✓ Exclude files and directories with Antivirus software (page8).
- ✓ Create a Backup strategy.
- ✓ Create MS SQL maintenance plans.
- ✓ Create SQL views/connections for 3<sup>rd</sup> party databases.
- ✓ Create accounts for SQL and Windows (page 6).
- ✓ Prepare Identity Provider for use with Laserfiche (Active Directory, AD FS, Azure AD, SAML, etc.).

## MCCi is not responsible for the following as part of the implementation.

- ✗ Provisioning Microsoft Windows Servers
- ✗ Provisioning Microsoft SQL Server
- ✗ Configuring Firewall ports
- ✗ Acquiring, installing, and setting up TLS certificates
- ✗ Configuring Antivirus software
- ✗ Creating and/or Configuring Server Backups
- ✗ Creating and/or Configuring MS SQL Backups
- ✗ Creating and/or Configuring SQL Maintenance Plans
- ✗ Encrypting data-at-rest
- ✗ Creating and/or Configuring Proxies
- ✗ Creating and/or Configuring Failover Clusters or Load Balancers
- ✗ Creating and/or Configuring SQL views/connections for 3<sup>rd</sup> party databases.
- ✗ Provisioning Office Online Server

## What does MCCi set up as part of the implementation?

- ✓ Verify Windows Server(s) meet Laserfiche requirements.
- ✓ Create SQL databases needed to implement the solution purchased.
- ✓ Verify accounts needed to perform implementation meet requirements.
- ✓ Install and Configure Laserfiche software purchased.
- ✓ Verify and Validate software works as intended.
- ✓ Create/Configure solution purchased as per the contract.
- ✓ Verify and Validate the created solution works as intended.
- ✓ Verify TLS certificates meet Laserfiche requirements.
- ✓ Configure Laserfiche software to encrypt data-in-transit between the various Laserfiche applications and the end users browsers.

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*Note: This is not a complete list of items but covers most major items.*

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## When to Use Multiple Servers

Your MCCi project team will work with you to discuss the number of servers your specific system will need. The below is for information purposes only.

### All-in-one System

If your Laserfiche system is licensed for fewer than 25 users and you answer no to all other questions on this page, all Laserfiche applications can be installed and configured on a single server.

### SQL Server

SQL Server should always be installed on a separate server and not have any other applications running on it. The Laserfiche databases can be added to an existing SQL Server that is currently hosting other databases as long as it has enough resources.

SQL Express may share a server with the Laserfiche applications since its resources are limited.

### Web Applications

Do you have > 25 users and use Web Client/Forms/Mobile/etc.?

- Yes – You should split the web applications to their own servers.

Do you expect to process over 30 forms per minute?

- Yes – Deploy 2x load balanced Forms servers with Distributed Routing.

Do you expect to have over ~300 concurrent web client users?

- Yes – Consider load balancing web client and/or WebLink.

### Workflow

Do you plan to run more than the occasional workflows that have fewer than 10 activities and up to 1 database look up per workflow?

- Yes – You should split Workflow to its own server.

Does Capture trigger workflows?

- Yes – You should split Workflow to its own server.

### Laserfiche Server

Do you have or anticipate > 1 TB of repository content?

- Yes – You should split Laserfiche Server to its own server.

### Capture Components

Does your solution have a mid-high volume backend capture component (Quick Fields, Import Agent, etc.)?

- Yes – You should split the applications to their own servers.

## Enterprise Deployment Considerations

You can use Laserfiche with Failover Clustering or Network Load Balancers (NLB) to maintain high availability.

You will first need to verify with your MCCi Sales person that your Laserfiche licensing supports the installation of your Laserfiche applications on multiple servers.

You will also need to verify with your MCCi Sales person that your project includes installing and configuring the additional instances of the applications in the Failover Clusters and/or NLB since these items are not included unless specifically asked for.

It is recommended to use a virtualization-layer solution like VMWare HA or HyperV Failover Clustering rather than the application/OS level. The virtualization-level failover is a more modern approach with much lower complexity and headache for substantively similar results. Unlike Windows Server Failover Clustering, which only works with a few Laserfiche components, the virtualization HA approach can protect *all* components in the solution.

By using a virtualization-layer solution no special Laserfiche licensing is needed, but it is recommended that a Laserfiche domain-locked license be used. For questions, please talk to your project team.

If you must use Windows Server Failover Clustering, please see the following [White Paper](#).

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*Note: Laserfiche supports MS SQL Failover Clustering instances (FCIs) and availability groups.*

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## Sandbox Environments

Determining how critical your Laserfiche processes are will dictate if your organization looks at implementing a Laserfiche sandbox environment.

Sandbox environments can allow your organization and MCCi to duplicate the software, configurations, security, etc. of your production environment. The sandbox environment can then be used to test software updates, new processes, updates to existing processes, etc. without interrupting the day-to-day activity of your end-users. This can help catch issues that may arise before changes are introduced in production.

In most situations, having one or two servers in a sandbox environment is enough to accomplish the testing mentioned above. If, however you want to be able to test hardware or non-Laserfiche software changes, you will want to have an identical setup in your sandbox environment as you have in production to be able to fully see the affects changes will have in production. In some cases, if you are planning to implement large Laserfiche processes or changes, it may make sense to have an identical setup in your sandbox environment as well.

### Licensing

In Laserfiche Avante, you must pay for each additional server and repository you wish to add to your system. When setting up a sandbox environment with Avante licensing, this will usually require additional licensing purchases to accomplish.

In Laserfiche Rio and Subscription, you can install multiple instances of most Laserfiche components, like Laserfiche Server, Forms Server (but not the Forms public portal), etc. without having to purchase additional licenses. This makes the Rio and Subscription licensing ideal when setting up a sandbox environment.

Some Subscription licenses include the option to install Sandbox environments, which includes all purchased Laserfiche components and add-ons, including LFDS in a sandbox environment with no additional licensing purchase.

### Installation & Configuration

Your MCCi project team can perform the installation and configuration of a sandbox environment for your organization. If your original project deliverables or licensing did not account for this, we can work with your MCCi Salesperson to add them as appropriate.

### Types of Sandbox Environments

Our clients usually decide on one of two environments when deciding on a Sandbox environment.

#### Replication of Production

Replication of the production sandbox environment is used to mimic exactly how your production environment is setup. It will utilize the same number of CPUs, Memory, Hard drives, etc. as well as the number of servers that your production environment would have. The Laserfiche software would also be setup and configured the same way as it is in production. This is more costly than the All-In-One option described below as you are using the same

amount of resources in your sandbox environment as you are in production. To receive the Laserfiche licensing for this type of setup, please contact your MCCi Salesperson.

#### All-In-One

The most common sandbox environment is an All-In-One environment where you do not need to mimic the actual hardware setup of production, but rather just the configured processes within the Laserfiche system. This will allow you to test before promoting those process to production without the extra overhead that the replication of production option requires.

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*Note: Sandbox environments are often referred to as Staging, Dev, or Test environments.*

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### Application Server

- Manages user sessions
- Processes content requests
- File import/export
- Evaluates Security
- Heavily multi-threaded, wants more/faster vCPUs

Concurrent Users	Cores	Memory (GB)
25-100	4	8
101-200	8	16-32
201-400	16	32
401-1,000	16+	32+
1,000+	Contact Reseller	

### Volume Storage

- Stored in the Windows file system
- Electronic documents, image pages, text pages
- 1 million images = 75GB (standard-size B&W scans)
- RAID 5 preferred for redundancy & performance
- Rollover volumes recommended (~55GB)

### Workflow Server

- Size based on the number of running workflows, not users
- Multi-threaded
- More CPU than memory intensive
- Start with 4 vCPU/8-12GB RAM, add cores as needed.

### SQL Server

(SQL Server 2016 or later recommended)

- Does the heavy lifting
- Fast CPU(s)
- Plentiful memory (approx. 8GB/core)
- Fast random I/O
- The greatest impact on Laserfiche performance is SQL query execution.

Concurrent Users	Cores	Memory (GB)
25-100	4	32
101-200	8-16	64
201-1,000	16-32	64
1,000+	32+	64+

### Database Storage

- Stored by SQL server as MDF/LDF files
- Contains metadata, folder structure, security, etc.
- SSDs ideal for DB performance
- Estimate 15-25% of the total volume size for DB files.
- Application Databases: Forms, Workflow, Audit Trail, Quick Fields Server, LFDS
- Typically, don't need much storage.
  - Important Exception: Attachments in Forms are stored in the DB
- The tempdb database used by Laserfiche Server can grow very large. The tempdb takes up about 10GB per 100 users. Searches by many users over a large repository can cause the tempdb to grow rapidly.

### Web Server

- If serving high-res images, allocate more memory.
- When using Windows Authentication, Kerberos must be configured between the Web Server and the Application Server if not using SSO.
- Forms – Performance more dependent on how processes are built.
- Wants balance of CPU/RAM. A 1 vCPU to 4GB RAM ratio is recommended. Start with 4 vCPU/16GB RAM, scale both with users.

Concurrent Users	Cores	Memory (GB)
< 150	4	16
> 300	Network Load Balancing	

### OCR/Analytics Server

The OCR/Analytics server will have either MCCi PowerPack or Distributed Computing Cluster installed depending on what has been purchased.

- Start with 4 vCPU/8-12 GB RAM. 2GB RAM per processor core recommended.
- The number of concurrent tasks a Worker can perform is limited by the number of vCPU cores.

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*Note: All Laserfiche Application servers must be a member of a domain (except DMZ servers) and be using Windows Server 2016 or later.*

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*\* SSDs are recommended for all Laserfiche servers to gain preferred system performance.*



## Security

### Laserfiche Directory Server

The server that Laserfiche Directory Server is installed on (usually the web server) must be a member of a domain. Workgroups are not supported.

### Windows Accounts & SQL Login

Two Windows Accounts will be needed. The first will run the various Laserfiche Windows services and will need administrative rights to each server and permissions to create, write, and read the various Laserfiche databases on the SQL server as well as query Active Directory. A [Group Managed Service Account](#) (gMSA) is recommended for this account. The second will be used by MCCi to log into the server with and will need the same rights as listed above.

A SQL Login account will be required during installation only and can be deleted after installation is complete.

### Protecting Data in Transit

To protect data as it passes between computers on a network, we will configure TLS encryption on your Laserfiche applications. All Laserfiche products allow you to configure TLS between the application server and client computers, between different application servers, and between application servers and database servers.

### TLS Certificates

*\*Self Signed Certificates are not supported.*

### Laserfiche Directory Server (LFDS)

Various certificates are used to secure communication and facilitate user authentication between internet clients and

Laserfiche Directory Server. Please verify that certificates meet the [requirements found here](#) to ensure the system behaves properly.

### Forms, Web Client, WebLink, and Mobile

For these application servers to communicate using TLS, they must be configured to have a certificate from a trusted root CA. Also, all computers connecting to the server must trust the certificate, otherwise, users will encounter a warning when connecting to the applications.

### Protecting Data-at-Rest

MCCi is not responsible for Data-at-Rest encryption and the Client should follow best practices.

### Database Encryption

Microsoft SQL Server supports Transparent Data Encryption, in which it encrypts all the data before writing it to disk. Laserfiche is compatible with Transparent Data Encryption. However, Laserfiche does not support SQL Server's Always Encrypted feature. Laserfiche also does not support cell or column level encryption.

### Volume Encryption

Laserfiche recommends using a disk encryption tool like Bitlocker or a file system encryption tool like Microsoft's Encryption File system. File system encryption can slow down system performance as each file will be encrypted or decrypted in real-time when changes are made.

The user that the Laserfiche Server service runs as must be able to see through the encryption, as users will be accessing repository content through this service.

### DMZ and Reverse Proxy

Some Laserfiche products have a public-facing portal that is designed for internet access, such as Forms, Web Client, WebLink (Public Portal), and Mobile. A DMZ or a Reverse Proxy can be used to add additional security.

### DMZ

If using a DMZ and you want users on the internal network to also use the web applications, you should have a separate installation of the applications inside the internal network. If you want to use a Reverse Proxy in your DMZ to allow users to access the web applications internally and externally you would only need a single installation of the web applications inside the network.

A Security Token Service (a Laserfiche product) needs to be installed in the DMZ for authentication. This service requires a TLS Certificate.

Please verify that certificates meet the [requirements found here](#) under 'The server certificate used for alternate service on Laserfiche Directory Server Machine' and 'The client certificates used for alternate service on the application machines' to ensure the system behaves properly.

### Reverse Proxy (Recommended)

It is recommended to use a reverse proxy instead of a DMZ when possible. The use of a reverse proxy puts the identity providers used for authentication safely behind the firewall and external users directly contact only with the proxy server. This minimized the attack surface of the identity providers.



## Windows Features Prerequisites

### Laserfiche Directory Services (LFDS)

- .NET Framework 4.8
- IIS (Internet Information Services)
- IIS Windows Authentication (IIS 8+)
- IIS ASP.NET 4.5
- IIS Static Content (IIS 8+)

### Laserfiche Server

- .NET Framework 4.8
- IIS (Internet Information Services)
- IIS Static Content (IIS 8+)
- IIS ASP.NET 4.5
- IIS Windows Authentication

### Audit Trail Server

- .NET Framework 4.8
- IIS (Internet Information Services)
- IIS Windows Authentication (IIS 8+)
- IIS ASP.NET 4.5
- IIS Static Content (IIS 8+)

### Windows Client

- .NET Framework 4.8

### Workflow Server

- Message Queuing
- .NET Framework 4.8
- IIS (Internet Information Services)
- IIS Windows Authentication
- IIS ASP.NET 4.5

### Forms Server

- .NET Framework 4.8
- IIS (Internet Information Services)
- IIS Windows Authentication (IIS 8+)
- IIS ASP.NET 4.5
- IIS Static Content (IIS 8+)

### Web Client Server

- .NET Framework 4.8
- IIS (Internet Information Services)
- IIS Windows Authentication (IIS 8+)
- IIS ASP.NET 4.5
- IIS Static Content (IIS 8+)

### Mobile Server

- .NET Framework 4.8
- IIS (Internet Information Services)
- IIS Windows Authentication (IIS 8+)
- IIS ASP.NET 4.5
- IIS Static Content (IIS 8+)

### WebLink Server

- .NET Framework 4.7.2
- IIS (Internet Information Services)
- IIS Windows Authentication (IIS 8+)
- IIS ASP.NET 4.5
- IIS Static Content (IIS 8+)

### Distributed Computing Cluster

- .NET Framework 4.5
- PowerShell 2.0

### Federated Search

- .NET Framework 4.8
- IIS (Internet Information Services)
- IIS Windows Authentication (IIS 8+)
- IIS ASP.NET 4.5
- IIS Static Content (IIS 8+)

### MCCi PowerPack

- .NET Framework 3.5
- .NET Framework 4.6.2
- IIS (Internet Information Services)
- IIS ASP.NET 4.5



## Antivirus Exclusions

To make sure that your solution works as expected, please make the following antivirus exclusions.

### Laserfiche

#### Servers

MCCi recommends these directories be excluded from being scanned by your antivirus software on the Laserfiche servers. These directories are the locations of the EXEs for the various Laserfiche products:

- C:\Program Files\Laserfiche
- C:\Program Files (x86)\Laserfiche

#### Client Machines

MCCi recommends these scan engines EXEs be excluded from being scanned by your antivirus software on the Laserfiche client machines:

- ScanConnectClient.exe (ScanConnect)
- FileScanClient.exe (Universal Capture)
- WIAScanClient.exe (WIA)
- LFTwainClient.exe (TWAIN)
- LFKofaxClient.exe

File Location: C:\Program Files (x86)\Common Files\Laserfiche\Batch Processor

#### Other

MCCi recommends these additional files be excluded from being scanned by your antivirus software:

- BPSessionClient.exe  
C:\Program Files (x86)\Common Files\Laserfiche\Batch Processor
- LFOmniOCR.exe  
C:\Program Files (x86)\Common Files\Laserfiche\Batch Processor\BPOmniOCR185
- ThumbnailGenerator.exe  
C:\Program Files (x86)\Laserfiche\Client\Scanning\Utilities

### MCCi PowerPack

MCCi recommends excluding the C:\Program Files\MCCi directory from being scanned by your antivirus software on your OCR/Analytics server.

## Integration with Microsoft Office 365

By default, Laserfiche supports previewing Office documents (Word, Excel, and PowerPoint) in the Web Client with the included Laserfiche Document Preview Service.

Laserfiche also offers an integration with Microsoft Office 365 which allows you to easily edit Microsoft Office documents (Word, Excel, or PowerPoint) on the web directly from the Laserfiche document viewer. This allows multiple users to individually or simultaneously coauthor documents, enabling a streamlined experience to collaboratively produce and edit content. The Laserfiche integration with Microsoft Office 365 utilizes the Microsoft Office Online Server and the Laserfiche Document Co-authoring Host so that Microsoft Office can work with installations of Laserfiche.

The Microsoft Online Server licensing is not included with your Laserfiche system and you must purchase the licensing from Microsoft.

MCCi does not install or configure the Microsoft Office Online server, but can enable the integration with Laserfiche using the URL that is created when setup and configured the Office Online Server.



## Reference for Port Diagram

Source	Destination	Source Port	Destination Port	Protocol	Traffic Flow	Notes
<b>PRODUCTION</b>						List does not include standard AD ports for LDAP (636), Certificate Authorities (135), etc.
Directory Server	activation.laserfiche.com	*	443	TCP	Internal to Internet	License activation
ALL Laserfiche servers except SQL	Directory Server	*	5048	TCP	All internal	LFDS Application Licensing
ALL Laserfiche servers except SQL	Directory Server	*	5049	TCP	All internal	LFDS Application Licensing
All internal	Directory Server	*	443	TCP	All internal	Authentication to LFDSSTS (restrict /LFDS access in IIS)
Public-facing reverse proxy	Forms, WebLink	*	443	TCP	External to Internal	Public access to Forms Portal and WebLink; DocuSign Connect to LF DocuSign Service
All internal	Web Applications	*	443	TCP	All internal	General end user access to web applications
All internal	Forms	*	8181	TCP	All internal	Forms Notification Service
Laserfiche Server	Active Directory	*	389	TCP	All internal	Query Active Directory users and groups
Workflow Server	Active Directory	*	389	TCP	All internal	Query Active Directory users and groups
Directory Server	All Laserfiche servers	*	5985	TCP	All internal	PowerShell remote execution with Deployment Toolkit
Laserfiche Server	Web Client	*	5051	UDP	All internal	Repository listing broadcast
Workflow	Forms	*	443	TCP	All internal	Workflow to Forms
Web Applications	Laserfiche Server	*	443	TCP	All internal	Web apps to repositories
Workflow	Laserfiche Server	*	443	TCP	All internal	Workflow to repositories
Capture	Laserfiche Server	*	443	TCP	All internal	Quick Fields, Import Agent, and Email Archive to repositories
OCR/Analytics	Laserfiche Server	*	443	TCP	All internal	DCC to repositories
Laserfiche Server	Laserfiche Server	*	443	TCP	All internal	Audit Trail to repositories
Laserfiche Server	Search Server	*	5053	TCP	All internal	Repositories to Laserfiche Full Text Indexing and Search Engine
Forms	Workflow	*	443	TCP	All internal	Forms to Workflow
Web Client	Workflow	*	8085	TCP	All internal	Web client business process invocation
Laserfiche Server	Workflow	*	443	TCP	All internal	Repositories to Workflow
Laserfiche Server	Workflow	*	8085	TCP	All internal	Windows client/SDK business process invocation
Web Client	OCR	*	8107	TCP	All internal	Web client scheduling DCC jobs



## Reference for Port Diagram

Web Client	OCR	*	8108	TCP	All internal	Web client scheduling DCC jobs
Capture	OCR	*	8107	TCP	All internal	Import Agent scheduling DCC jobs
Capture	OCR	*	8108	TCP	All internal	Import Agent scheduling DCC jobs
Workflow	OCR	*	8107	TCP	All internal	Workflow scheduling DCC jobs
Workflow	OCR	*	8108	TCP	All internal	Workflow scheduling DCC jobs
Directory Server	MS SQL	*	1433, 1434	TCP	All internal	LFDS to SQL
Forms	MS SQL	*	1433, 1434	TCP	All internal	Forms to SQL
Laserfiche Server	MS SQL	*	1433, 1434	TCP	All internal	Repositories to SQL
Workflow	MS SQL	*	1433, 1434	TCP	All internal	Workflow to SQL
<b>PROD - DMZ</b>						
DMZ Forms	Forms	*	8168	TCP	External to Internal	Lfrouting
DMZ Forms	Forms	*	8268	TCP	External to Internal	Lfpushnotification
DMZ Forms	Forms	*	8732	TCP	External to Internal	Lfautotrigger
DMZ Forms	Forms	*	8736	TCP	External to Internal	Lfformexport
DMZ Forms	Forms	*	8738	TCP	External to Internal	Lflicensing
DMZ Forms	Forms	*	8170	TCP	External to Internal	attachmentTransfer
DMZ Forms	Forms	*	8172	TCP	External to Internal	Lfinstance
DMZ Mobile	Forms	*	8181	TCP	External to Internal	Notification Hub Service
DMZ Mobile	Forms	*	8268	TCP	External to Internal	Lfpushnotification
<b>PROD - Email</b>						
Directory Server	smtp.office365.com	*	587	SMTP	Internal to Internet	Laserfiche account password reset notifications
Web Client & Forms	Exchange Server	*	25/587	SMTP	All internal	Web client and Forms notifications
Forms	outlook.office365.com	*	993	IMAP	Internal to Internet	Forms Direct Approvals
Workflow	smtp.office365.com	*	587	SMTP	Internal to Internet	Workflow emails
Capture	Exchange Server	*	143/993	IMAP	All internal	Email Archive monitored inbox connection
<b>PROD - Integrations</b>						<a href="#">Microsoft - Office 365 URLs and IP address ranges</a>
Workflow	SaaS Web API	*	443?	TCP	Internal to Internet	Assuming standard HTTP(S)-based REST API
Workflow	Internal SQL Database	*	1433?	TCP	All internal	Assuming standard ODBC lookup to SQL Server
<b>PROD - Hybrid</b>						
Workflow	Laserfiche Cloud	*	443	TCP	Internal to Internet	Capture Profiles, Workflow Bots, CRM & Ellucian integrations

## Reference for Port Diagram

Web Client	Laserfiche Cloud	*	443	TCP	Internal to Internet	Direct Share
<b>PROD - RDP</b>						
Customer IT Administrators (via bastion)	All Prod Laserfiche VMs	*	3389	RDP	All internal	Enforce MFA on RDP
SP Implementation Team (via VPN)	All Prod Laserfiche VMs	*	3389	RDP	All internal	Enforce MFA on RDP; Remove Production access once implementation is complete

## ATTACHMENT B — DEFINITIONS

### LASERFICHE SELF-HOSTED DEFINITIONS

#### LASERFICHE WORKFLOW

Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.

#### LASERFICHE SNAPSHOT

Print directly into Laserfiche, capturing a “snapshot” of the electronic file at the time. These files are saved in TIFF format, an unalterable image.

#### LASERFICHE EMAIL PLUG-IN

Allows instant electronic document distribution via standard MAPI-compliant e-mail applications. This feature is included in every Full User and Retrieval User license.

#### LASERFICHE WEB CLIENT

A web-based thin client, offering virtually all document management capabilities of the standard Laserfiche interface. Web Client allows Client’s IT staff to roll out high-volume Laserfiche access and version updates without increasing Client’s organization’s application support burden. Web Client also includes access to Laserfiche Mobile and the Laserfiche SharePoint Integration resources.

#### LASERFICHE SHAREPOINT INTEGRATION

The SharePoint Integration (SPI) is built on the power of Laserfiche Web Access, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires a self-hosted installation of SharePoint.

#### LASERFICHE MOBILE/WEB CLIENT LIGHT

Allows organizations to access the features of the Laserfiche Client through a smartphone or tablet. They can remotely capture, edit, and search for documents, interact with Laserfiche Forms, and start/participate in a business process. Mobile is available for iOS, Windows, and Android devices. Laserfiche Web Client or Laserfiche Forms is required for any/all mobile access options.

#### LASERFICHE DIGITAL SIGNATURES

A way of indicating that a document signature is authentic and has not been modified since the signature was applied. Allows users to automatically sign and validate documents directly in the Laserfiche Client or Laserfiche Web Access.

#### LASERFICHE AUDIT TRAIL MODULES

##### STARTER EDITION

Tracks basic events that occur in the repository and that involve accessing, modifying, or exporting data. Basic events include creating, editing, printing, or deleting documents, creating annotations, and assigning metadata.

##### STANDARD EDITION

Builds on the Starter Edition by tracking additional security/access-related events, and unsuccessful attempts to perform actions, such as failed attempts to access or print documents.

##### ADVANCED EDITION

All the functionality of the other two editions, and tracks more events including password changes, creation or modification of users and groups, and changes to repository-wide settings. It can also track all searches users

perform, require users to enter reasons for performing certain actions, and automatically add watermarks to printed documents.

## LASERFICHE SCANCONNECT™

A collection of ISIS scanner drivers is included with Laserfiche ScanConnect. ScanConnect can be purchased as an add-on to both Laserfiche scanning and Quick Fields.

## LASERFICHE FORMS

Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet Client’s organization’s needs. One can:

- Create custom forms from a library of field or selection elements.
- Utilize the Business process library (Laserfiche Forms version 10.1 or later) which includes a digital library of prebuilt form templates designed for easier process automation deployment
- Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
- Create role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

- User view of details about all submitted forms.
- Approver “dashboard” of submissions awaiting approval.
- Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.

Feature	Forms Essentials	Forms Professional
Business process and form creation functionality*	■	■
Operational Dashboard	■	■
View basic reports on process instances, tasks, and process data	■	■
Teams	■	■
Direct Approval through Email	■	■
Database Lookups		■
Performance Dashboard		■
Enhanced reporting with built-in data aggregation options such as count, sum, min, max, average, and median		■
Create advanced reports with data visualizations including charts and graphs		■
Payment Gateway (Compatible Payment Processor Account Required)		■

\* Includes JavaScript/CSS, field rules, and form themes

## LASERFICHE FORMS PORTAL MODULE

The Forms Portal license allows Form submission from unlicensed (public) users. Forms Portal is designed primarily for non-internal/public user submissions, therefore there is no Windows Authentication security validation provided. The users that access Forms through the Forms Portal can only submit forms (these users cannot participate in the business process after a form has been submitted). The Forms Portal is licensed to a specific Forms instance/server, rather than to the Laserfiche Application Server. Please note that if an organization desires to have a Forms Portal for internal users, as well as a Forms Portal for external users, and security protocol requires that these two Forms Portals reside on separate servers (one internal one external), Enterprise Forms Portal or multiple Forms Portal licenses are required.

## LIMITED USE ACCESS LICENSES

Laserfiche offers limited use and more affordable licensing options for clients in need of only a subset of modules/features for a particular use case and/or group of users. The benefits of each option listed below is only available if purchased by Client as defined in the Pricing section.

#### **RETRIEVAL NAMED USERS**

For users in need of read-only repository access. The Laserfiche email plug-in is included, and access is available through the Laserfiche Client or Laserfiche Web Access.

#### **LASERFICHE FORMS AUTHENTICATED PARTICIPANTS**

For users who do not have the need/budget for a Full Named User License/Forms Professional license but do have the need for authenticated access to submit forms and participate in forms approval processes. Note: In the Avante platform, a Forms Authenticated Participant license is required for each Forms Server that the user needs to submit to, whereas with the RIO platform Laserfiche Directory Services authentication can be configured/utilized to avoid the need for additional licensing per user.

#### **LASERFICHE PARTICIPANT USERS**

For users who do not have the need/budget for a Full Named User License/Forms Professional license but do have the need for authenticated access to submit forms, complete forms task, view shared report snapshots, and view documents in the repository.

#### **SUBSCRIPTION LASERFICHE PARTICIPANT USERS**

For employees in need of read-only repository access and the ability to participate in forms processes.

#### **SUBSCRIPTION LASERFICHE COMMUNITY USERS**

For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (i.e., Vendor Management).

#### **SUBSCRIPTION LASERFICHE EDUCATION USERS**

For accredited educational institutions that meet the requirements listed. Licenses are reserved for the education community including faculty, students, alumni, and parents and guardians of students. Faculty includes professors (assistant, adjunct, associated, tenured), lecturers, and researchers. Provides read-only repository access and ability to participate in forms processes.

- **Educational Institutions:** Defined as an accredited school organized and operated exclusively for educational purposes. An accredited school must be:
  - A public or private K-12, vocational school, correspondence school, junior college, college, university, or scientific or technical institution accredited by associations recognized by the US Department of Education and/or the State Board of Education.
  - A preschool that meets all of the following:
    - is an early childhood program that serves a minimum of ten children ages 2-5
    - has been in operation for at least one (1) year and provides educational services
- **Administrative Offices or Boards of Education:**
  - A district, regional, or state administrative offices of public educational institutions.
  - Administrative entities organized and operated exclusively for the administration of private educational institutions.
  - Other state or local government entities, nearly all of whose activities consist of administrative support, of a nature that advances academic learning for public educational institutions.
  - Administrative offices or boards of education of educational institutions: defined as district, regional, and state administrative offices of the foregoing educational institutions defined above.
- **Full- and part-time faculty and staff of educational institutions:**
  - Defined as all full and part time faculty and staff of educational institutions defined above
- **Full- and part-time matriculated students of higher education institutions:**

- Defined as full and part-time matriculated students of a higher education institution defined as a public or private vocational school, correspondence school, junior college, college, university, or scientific or technical institution accredited by associations recognized by the State Board of education and/or the U.S. Department of Education.

### **SUBSCRIPTION LASERFICHE PROCESS USERS**

For employees in need of user authentication and read-only repository access. Deployment is handled by Laserfiche Directory Server (LFDS). Process Managers have all Laserfiche Forms functionality. This includes the ability to:

- Create forms and participate in forms processes
- Create, manage, edit, and administer workflow processes
- Create, edit, assign teams, members, and roles
- Create and view reports

### **LASERFICHE IMPORT AGENT**

Automatically retrieves files stored in a Windows folder and imports them into a Laserfiche repository, performing OCR as part of the process.

### **LASERFICHE PUBLIC PORTAL - WEBLINK™**

The WebLink module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Built on ASP Microsoft .NET Framework, WebLink can be customized to match the look and feel of an organization's Internet or intranet site.

### **LASERFICHE RECORDS MANAGEMENT**

The Records Management module allows for managing the complete life cycle of records in Laserfiche to include retention schedule management, legal holds/record freezes, disposition, and vital record management, etc.

### **LASERFICHE QUICK FIELDS (QF) BATCH PROCESSING TOOLS**

High volume capture software that automates document import, classification, and indexing. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process, improving the speed and accuracy of data capture. QF is a prerequisite for the following:

#### **QF BAR CODE VALIDATION PACKAGE**

The Bar Code add-on reads bar codes on a specified page, identifying pages, populating fields, determine document names, or determining file location. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Coda bar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.

#### **QF REAL-TIME LOOK UP VALIDATION PACKAGE**

Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.

#### **QF ZONE OCR VALIDATION PACKAGE**

The Zone OCR (Optical Character Recognition) add-on will scan a specific zone on an image for text. The data returned by this process can be used for identifying pages, populating fields, determining document names, or determining file location.

#### **QF FORMS ALIGNMENT**

Automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.

#### **QF DOCUMENT CLASSIFICATION**

Designed for clients who handle multiple forms and document types.

#### **QF AUTO STAMP/REDACTION/BATES NUMBERING**

A document auto-numbering annotation option.

#### **QF OPTICAL MARK RECOGNITION**

Detects handwritten information, including marks on surveys.

#### **QF AGENT**

Enables administrators to schedule QF processing without operator intervention.

#### **QF FORMS IDENTIFICATION**

Automatically recognizes the document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.

#### **QF FORMS EXTRACTOR**

Removes form outlines to isolate data for more accurate capture.

#### **QF SCRIPTING KIT**

Offers a QF script editor, allowing developers to write C# and VB Microsoft .NET Framework Scripts.

#### **LASERFICHE PLUS™**

Allows information stored in Laserfiche to be portable. When published by Laserfiche Plus files can be viewed by anybody, regardless of whether they have Laserfiche installed. This software prepares a copy of the Laserfiche files (images, text, electronic files, annotations, templates, and field data) for burning directly to Client's removable media or to a temporary directory. Choosing to publish to a temporary directory allows Client to write it to Client's removable media at Client's convenience.

#### **LASERFICHE ENTERPRISE IDENTITY MANAGEMENT SUBSCRIPTION**

The Enterprise Identity Management add-on expands out Laserfiche Directory Server capabilities, making it easier for enterprise organizations to manage users at scale. This includes on-demand (just-in-time) license provisioning to onboard SAML and Active Directory (AD) users automatically as they login to Laserfiche for the first time, as well as a self-service portal where users can upgrade their license type. Additionally, documentation for the LFDS API is available, including code samples, to support the development of custom on-boarding user flows. This add-on is particularly relevant for organizations with SAML or enterprise organizations (500+ employees, 1,000+ licenses) with AD. This product requires an SOW for implementation.

# LASERFICHE SUBSCRIPTION SELF-HOSTED LICENSING GUIDE

LASERFICHE PLATFORM ARCHITECTURE			
	Starter	Professional	Business
Application Servers	1	Unlimited	Unlimited
Repositories	1	15	15
Database Options	SQL Express	SQL	SQL
FULL USE ACCESS LICENSES			
	Starter	Professional	Business
Full Named Users	Minimum of 1	Minimum of 10	Minimum of 25
Snapshot	Included	Included	Included
Email	Included	Included	Included
Web Client	Included	Included	Included
Mobile Access	Included	Included	Included
Audit Trail	Included (Starter)	Included (Starter) Advanced is Add-on Option	Included (Advanced)
Workflow	Not Available	Included	Included
Connector	Not Available	Included	Included
Forms Professional	Not Available	Included	Included
Enterprise Identity Management	Not Available	Not Available	Included
LIMITED USE ACCESS LICENSES			
	Starter	Professional	Business
Participant Users	Not Available	Add-on Option, Minimum of 10	Add-on Option, Minimum of 10
Community Users	Not Available	Add-on Option	Add-on Option
Education Users	Not Available	Add-on Option	Add-on Option
MODULE BASED LICENSES			
	Starter	Professional	Business
Import Agent with Email Archiving	Included	Included	Included
ScanConnect	Add-on Option	Add-on Option	Add-on Option
Public Portal (WebLink) †	Options: Public Portal for 1, 2 and Unlimited Laserfiche Servers	Options: Public Portal for 1, 2 and Unlimited Laserfiche Servers	Unlimited Public Portal Included
Records Management	Not Available	Add-on Option	Included
Quick Fields Complete with Agent ††	Add-on Option	10 Installations Included	10 Installations Included
Forms Portal †	Not Available	Add-on Option	3 Instances of Forms Portal Included
Sandbox*	Add-on Option	Add-on Option	3 Sandboxes Included
INTEGRATIONS			
	Starter	Professional	Business
Microsoft 365 Integration with Simultaneous Editing	Included	Included	Included
Integration with SharePoint	Included	Included	Included
Federated Search	Not Available	Included	Included
Integration with DocuSign	Add-on Option	Add-on Option	Included
Integration with LaserApp	Add-on Option	Add-on Option	Add-on Option
Laserfiche for Ricoh MFD	Add-on Option	Add-on Option	Add-on Option
Certified Integration with SAP ArchiveLink	Add-on Option	Add-on Option	Add-on Option

† Public Portal and Forms Portal are licensed per Laserfiche Application Server.

†† Quick Fields is licensed per machine.

\* A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.

# LASERFICHE RIO/AVANTE SELF-HOSTED LICENSING GUIDE

	Avante	Rio
Application Servers	1	Unlimited
Repositories	1-15 (1 included)	Unlimited
Database Options	SQL Express, SQL	SQL
Web Admin Console	Included	Included (Directory Server)
Full Named Users	Minimum of 1	Minimum of 25
Workflow	Included	Included
Snapshot	Included	Included
Email	Included	Included
Web Client	Included	Included
Mobile Access	Included	Included
Digital Signatures	Add-on Option	Included
Audit Trail	Add-on Option (Starter, Standard, Advanced)	Included (Advanced)
ScanConnect	Add-on Option	Add-on Option
Connector	Add-on Option	Add-on Option
Forms Essentials	Included with v10.2.1+	Included with v10.2.1+
Forms Professional	Add-on Option	Add-on Option
Retrieval Named Users	Not Available	Minimum of 200 only if currently owned
Forms Authenticated Participants	Add-on Option only if currently owned	Add-on Option only if currently owned
Participant Users	Add-on Option	Add-on Option
Participant Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Community Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Education Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Process Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Enterprise Identity Management	Not Available	Add-on Option*
Import Agent	Add-on Option	Add-on Option
Public Portal (WebLink) †	Options: Web Distribution (5), Starter (10), Standard (25), Midsize (50), Unlimited	Options: Pilot (25), Unlimited (1, 2 or Unlimited Laserfiche Application Server(s))
Records Management	Add-on Option	Add-on Option
Quick Fields ††	Add-on Option	Add-on Option
Forms Portal	Add-on Option	Add-on Option
Enterprise Forms Portal #	Add-on Option	Add-on Option

† Public Portal is licensed per Laserfiche Application Server; Web Distribution version only comes with 1 security profile

†† Quick Fields is licensed per machine rather than per user, except on Subscription and Cloud where the number of available installations is limited to the number of named users. Multiple Quick Fields modules/options are available dependent upon platform.

# Enterprise Forms Portal allows for Forms Portal to be activated on more than one Laserfiche Forms Application Server

\*Licensed by total number of users (Named, Participant, Community and Education).

## LASERFICHE INTEGRATIONS DEFINITIONS

### LASERFICHE CONNECTOR

Provides a streamlined experience for integrating Laserfiche with line of business applications such as CRM and ERP systems. Laserfiche Connector integrates easily through user-defined hotkeys and embedded icons. Laserfiche Connector allows Client to:

1. Search results that will automatically open in the Laserfiche Client, Web Access, or WebLink.
2. Scan and automatically populate metadata with information from a third-party application.
3. Import and automatically populate metadata with information from a third-party application.
4. Connect two (2) applications by allowing one of them to start the other (including the ability to pass parameters between them).
5. Choose whether any of the above actions are activated from a keyboard shortcut, a button embedded in the application's title bar, or both.

## LASERFICHE INTEGRATOR'S TOOLKIT (SDK)

Provides the tools and documentation necessary for customizing Laserfiche and integrating Laserfiche with other applications.

## LASERFICHE INTEGRATOR GP

Empowers Great Plains users to scan, search and link supporting documents in Laserfiche directly from the Great Plains menu bar.

## LASERFICHE ENERGOV INTEGRATION BY MCCI

The Laserfiche EnerGov integration offloads the storage of documents from EnerGov to Laserfiche. This allows users to seamlessly store documents that would normally be saved in EnerGov, directly to their Laserfiche system. The integration makes use of the native EnerGov interface for attaching documents. The integration also allows meta-data associated with the EnerGov record to be tied to the entry in Laserfiche. Users wishing to view uploaded documents can do so through the existing EnerGov Interface. Please see "Client Deliverables" for other features available/dependent on EnerGov configuration settings. Each of the following areas are available in the integration configuration settings:

- EnerGov Application
- EnerGov Invoice
- EnerGov Inspection Case
- EnerGov Inspection
- EnerGov Exam Sitting
- EnerGov Exam Request
- EnerGov Rental Property
- EnerGov Individual License
- EnerGov Object Case
- EnerGov Business
- EnerGov Business License
- EnerGov Citizen Request
- EnerGov Plan
- EnerGov Payment
- EnerGov Code Case
- EnerGov Permit
- EnerGov Permit Renewal Case
- EnerGov Project
- EnerGov Parcel
- EnerGov Global Entity
- EnerGov Impact Case

## PLATFORM AND LICENSING REQUIREMENTS

The EnerGov integration can operate by using two (2) different Laserfiche user licensing options.

- **Recommended:** Utilization of Laserfiche "Keyed Integrator's License for EnerGov," which allows for up to 25 (higher volume packages can be purchased) concurrent connections to Laserfiche. This is the Laserfiche licensing approach recommended. Note that the Keyed Integrator's license is only available for the Laserfiche Avante or RIO platforms.
- **Utilization of current Laserfiche licensing:**
  - **Laserfiche Avante or RIO platforms:** A single named user can be used to connect to the Laserfiche server. This user is limited to four (4) concurrent connections at a time, and is the max amount allowed with Laserfiche Avante and RIO platforms.
  - **Laserfiche Classic (Team or United) platforms:** A user account can be used to connect to the Laserfiche server; however, it will potentially consume all available concurrent licenses and limit the use of Laserfiche outside of the EnerGov integration. It is recommended that Client upgrades to the Avante or RIO platform, rather than take the risk of utilizing the integration and not having control of license consumption within the Laserfiche Classic (Team or United) platform.
  - **EnerGov Compatible Platforms:** The Laserfiche EnerGov Integration is compatible with EnerGov Self-hosted currently. A future release is planned for the EnerGov Cloud platform.
  - **EnerGov Licensing Requirements:** EnerGov clients must confirm with EnerGov, their ownership of the needed SDK, API, and/or general EnerGov licensing requirements related to this integration.

## ESRI ARCGIS® INTEGRATION FOR LASERFICHE

This is a basic ArcGIS integration that is developed and maintained by a MCCi partner. It allows for easy interaction between the ArcGIS interface and a Laserfiche repository, by allowing users to upload documents to Laserfiche straight from the ArcGIS interface and view any related documents/folders via Laserfiche Weblink or Laserfiche Web

Access (requires Laserfiche licensing for Laserfiche Weblink or Web Access). The dynamic ArcGIS map will auto-populate, indicating which features on the map have documents associated with them in Laserfiche.

## **DOCUSIGN INTEGRATION OPTIONS**

### **LASERFICHE INTEGRATION WITH DOCUSIGN**

The Laserfiche Integration with DocuSign enables users to initiate a signing process from within Laserfiche Web Access. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Also, once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

### **CITIES DIGITAL DOCUSIGN INTEGRATION**

With this integration, users can open documents from Laserfiche, place recipient specific tags (such as signature/initial boxes) in documents and email them out. Recipients will be notified of the signature requirements via email - and once the document is signed and emailed back, both sent and signed documents will then automatically be archived in Laserfiche, with appropriate metadata applied. Users are able to:

- Open documents in the DocuSign® editor from Laserfiche
- Send documents to one person or to multiple recipients.
- Have returned, signed documents automatically archived in Laserfiche®, linked to and stored in the same location with the original document.
- Easily incorporate signature processes as part of an internal process/workflow.
- Request Signatures using the DocuSign® Activity Workflow.
- Drag activity into the designer and configure properties the same way users would use other Workflow Activities.

### **ASSUMPTIONS**

- Client is responsible for providing their own DocuSign license, Public IP, SSL/TLS certificate and DocuSign “Connector” Feature. Client must have TLS 1.2 configured on all Laserfiche servers.

## **LASERFICHE POWERPACK BY MCCI**

MCCI’s PowerPack for Laserfiche is a robust suite of add-on features for Laserfiche, built by MCCI’s development team. The PowerPack enhances Client’s Laserfiche experience and adds additional functionality to include:

- Scheduling server-side OCR jobs without the need for advanced Laserfiche modules.
- Scraping, automatically, an email inbox to pull emails in to Laserfiche, for archival purposes or to kickoff Business Process Automations.
- Utilizing custom workflow activities, such as the ability to do server-side generation of Laserfiche Images from PDFs.

These features and many others are available with Client’s PowerPack subscription, and new features are added regularly. Client’s implementation Project Manager will consult with Client on the add-ons available and discuss which features make sense to install and configure within the scope of Client’s current project, as well as for near-term additional projects. Client’s Project Manager will install and configure the PowerPack features that are immediately useful to Client’s current Laserfiche needs.

### **ANALYTICS DASHBOARD & REPORTING**

PowerPack’s Analytics Dashboard allows Client to have a better understanding of Client’s Laserfiche system content. An easy-to-use central dashboard lets Client see useful information about Client’s repositories such as number and size of Client’s documents, who is creating the most content, where Client has duplicates, and much more. It identifies:

- Dashboard & drilldown reports

- Document types, counts, and size.
- Volume size and document counts.
- Documents created by user.
- Duplicates.

### **OCR (OPTICAL CHARACTER RECOGNITION) SCHEDULER**

A simple, effective, and efficient way to mass OCR documents in Laserfiche. It allows administrators to configure multiple OCR sessions and ensure OCR is being completed, without end user interaction.

- This is an installed application, generally on a server, that runs as a service that schedules a user to log in to the repository and extract text from documents in a specified folder.

### **CUSTOM WORKFLOW ACTIVITIES**

MCCi has built custom workflow activities to extend the power of the workflow module. Once installed, these activities look the same as the workflow activities that come with Laserfiche but give Client advanced capabilities that Laserfiche does not currently provide. Examples include:

- **PDF TO TIFF**

This activity takes a PDF document within Laserfiche and creates a new TIFF image from it. By combining with other existing workflow activities, users can dynamically choose the input and output path of these documents and merge these documents together while copying metadata and security settings.

- **EMAIL ARCHIVAL**

This is a set of email-related activities that give workflow the ability to connect to a single email account and perform a variety of functions. Get email counts, store email attachments, store full email, use email data to trigger workflows actions or apply to templates, and more.

- **SET OF 7 WORKFLOW ACTIVITIES:**

- 1. Create E-Mail Connection:** Activity that sets up an IMAP connection for an email address. The connection can then be used in other PowerPack E-Mail activities.
- 2. Retrieve E-Mail List:** Activity retrieves a list of email identifiers for the account specified in the IMAP Connection field
- 3. Retrieve Single E-Mail:** Activity gets information about an IMAP E-Mail message item
- 4. Store E-Mail:** Activity downloads an email in a \*.eml format to the Laserfiche Repository
- 5. Retrieve E-Mail Attachment:** Activity that retrieves information about an E-Mail attachment
- 6. Store Attachment:** Activity that downloads an attachment from a specified IMAP account given an E-Mail ID and Attachment ID
- 7. Mark Mail Message:** Activity sets whether an IMAP message is marked as read or unread and can also move the email to a subfolder in the email inbox

### **LASERFICHE NEOGOV INTEGRATION BY MCCI**

The MCCi Integration between Laserfiche and NEOGOV is a powerful tool that enables Personnel Records created in NEOGOV to be transferred seamlessly to a Laserfiche repository. To transfer records from NEOGOV to Laserfiche, users select the Applications or Onboarding documents they want to transfer, then simply click a "Send to Laserfiche" button in the NEOGOV interface.

The integration utilizes Restful Web Service APIs to automatically "upload" Client's NEOGOV documents from Client's cloud based NEOGOV implementation to Client's Laserfiche repository, regardless of where the repository is located. To facilitate this transfer, this integration includes a configuration utility and Restful Web Service Endpoint that must be installed near Client's Laserfiche environment. This endpoint must be able to reach Client's Laserfiche server to store the record, while also being accessible over the public internet for the NEOGOV service to send the records to Client's environment.

The Laserfiche NEOGOV integration currently works with the NEOGOV Insight and Onboard modules.

## CLIENT REQUIREMENTS

- Client must have the NEOGOV Insight and/or Onboarding module(s) to make use of this integration.
- Client must have a named user license allocated for this integration to use for uploading records.
- Client must give MCCi access to Client's Laserfiche environment to install MCCi's Common Web Service Endpoint.
- The listener Endpoint must be on a server that can be accessed by the NEOGOV Document Management Service and is often deployed to Client's DMZ environment.
- This listener service must be able to transfer received documents to Client's Laserfiche server over port 80 or 443.
- Client must separately procure and install their own SSL/TLS Certificates to bind to IIS HTTPS endpoints, enabling encrypted transmission of HR documents from NEOGOV to Laserfiche.

## MCCI COMMON WEB SERVICE API FOR LASERFICHE

The MCCi Common Web Service API (CWSAPI) for Laserfiche is a restful web service integration API built by MCCi on top of the Laserfiche Software Development Kit. The services allow for basic document creation, deletion, modification, and retrieval using JSON-formatted restful calls, initiated from external applications. Use of the CWSAPI requires appropriate user licensing through named users or a keyed integrator license purchase through Laserfiche.

## GOFICHE SUITE FOR AVANTE/RIO/SUBSCRIPTION

The GoFiche Integration Suite is a unique set of integration tools, offered exclusively by MCCi. Features include:

- GL look-up and GL coding
- GL Site Distribution within Laserfiche
- Processed invoice data uploads with audit reports
- Invoice review and approval process via Laserfiche Forms interface
- Ability to utilize Laserfiche Web client for integration capabilities

## REQUIREMENTS

- Laserfiche 10.4.x or higher
- One dedicated Laserfiche Avante/RIO/Subscription Full User License
- Laserfiche Forms Professional Licensing; Licensing is required for all users that client intend to use
- Note that GoFICHE is not currently available for Laserfiche Cloud.

## LASERFICHE CLOUD DEFINITIONS

### LASERFICHE CLOUD

Laserfiche Cloud is a Software as a Service (SaaS) solution, which provides a central digital repository accessible from anywhere. With Laserfiche cloud Client can upload, view, and modify content within a streamlined fully responsive web interface. In addition to the central repository, below are some of the great features that come with Laserfiche Cloud. The Laserfiche Cloud license introduces a straightforward annual fee including software licenses, hosted storage, technical support, and software updates. The licensing option provides the SaaS solution hosted on Amazon Web Services. All Laserfiche Cloud tiers include:

- **100 GB Per User**
- **Web Client:** Enables subscription users to access content through a web browser.
- **Laserfiche Mobile:** An app (Android and Apple) that enables Client to capture, upload, and securely access and work with documents inside Laserfiche while on the go.
- **Laserfiche Snapshot:** "Print" electronic documents into Client's repository as TIFF images with this virtual printer. Laserfiche Snapshot works as though Client had printed the document and then scanned it back into Laserfiche but allows Client to skip the step of making a physical printed copy.

- **Direct Share:** Allows Client to share content from the Laserfiche repository with external users through the Web Client or Mobile App. When Client sends documents through direct share, the recipient will receive a unique and anonymized URL that they can use to access the files for a limited period of time. One can add a password and specify the number of days until the URL expires. The sender will receive notifications when the content was viewed, and a repository administrator can see the status of who shared it, with whom, and if and when it was accessed.
- **Audit Trail:** Track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Automated text extraction:** Automatically extract specific text.
- **Import Agent with Email Archive:** A tool for automatically importing files into the Laserfiche repository from a Windows folder, and the Email Archive allows Client to automatically archive emails to Laserfiche. Email Archive can extract and assign metadata to the emails saved in Laserfiche, as well as extract and save attachments and the email's distribution list file.
- **Industry-Leading Data Encryption:** For data in transit over public networks, Laserfiche Cloud uses TLS encryption, and AES-256 encryption is utilized for data-at-rest, including backups. Documents are backed up six (6) times a day with the most recent three (3) backups available for a minimum of 14 days.
- **Multi-Factor Authentication:** Multi-factor authentication can be enabled for a Laserfiche Cloud user account.
- **Single Sign-On:** Laserfiche Cloud supports single sign-on with Active Directory Federation Services (AD FS) and Security Assertion Markup Language (SAML).
- **Intrusion Detection:** Laserfiche Cloud utilizes host-based intrusion detection systems to reduce the risk of data theft by individuals or organizations attempting to gain unauthorized access.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto indexed with information such as sender, subject, time received, etc.
- **Integration with SharePoint:** The SharePoint Integration (SPI) is built on the power of Laserfiche Web Client, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires a self-hosted installation of SharePoint.

## LASERFICHE CLOUD STARTER ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **Additional Storage**
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.

- **Integration with LaserApp:** Provides forms filling solutions for broker-dealers, financial advisors, insurance agents, and others in the financial industry.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

## LASERFICHE CLOUD PROFESSIONAL

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work. Those tools include:

- **Process Automation:** A unified feature set to digitize and automate business processes. These tasks include moving documents, extracting, and inputting data, setting deadlines and more.
  - **Business Process Designer:** Diagram business processes through the process modeler, which is based on business process model and notation (BPMN) standards.
  - **Workflows:** Build processes to extract data, route documents, automate activities, assign team and individual tasks, extract data, route documents, and more without requiring code.
  - **Business Processes & Forms:** Forms allow process managers to create and publish web forms with an intuitive forms management system without requiring coding or scripting.
    - Attractive forms can easily be created with preconfigured templates or customized with editable fonts, colors, uploaded images, and layouts.
    - Drag-and-drop form elements including fields, checkboxes, and radio buttons onto a form to collect the exact information needed, in the precise format required.
    - Payment collection allows payment to be collected with Braintree and Authorize Microsoft .NET Framework payment gateways.
    - Automatically apply bulk annotations such as highlights, redactions, strikethroughs, and underlines across documents processed through workflows.
    - Read barcodes on documents as part of automated workflows to better streamline document capture.
  - **Starting Events:** Define how and when processes start.
  - **Business Rules:** Easily define and manage business policy logic such as decision tables and formulas, in a centralized place separately from process logic.
  - **Data Management:** Define data structures and store data independently of processes to provide a single source of truth for data.
  - **Capture Profiles:** Capture document information automatically using profiles.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Surveys:** Design custom surveys, polls, or registration forms to automatically collect information and view results without creating processes or designing reports.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Workflow Bots:** Use robotic process automation technology to let Client easily configure software bots to automate repetitive, routine work between multiple systems.
- **Integrations with CRMs:** Laserfiche Cloud includes integrations with Microsoft Dynamics 365, Salesforce and Redtail CRMs.

## LASERFICHE CLOUD PROFESSIONAL ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **Additional Storage**

- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in.
  - **Note:** Only one (1) security profile is included.
- **Forms Portal:** Allow non-authenticated users to view and submit public starting forms.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **Smart Invoice Capture:** Smart capture uses machine learning technology to automatically capture information from any invoice, specifically the invoice date, invoice number, purchase order number and total amount due.
- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **SDK:** Access to the same Web Services, APIs, and libraries for integration with other applications.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, Client can then store those forms in Laserfiche, and extract information from Client's forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.
- **Ellucian Banner Integration through Ethos:** The integration support pre-populating registrar forms created in Business Process and updating records in Banner with course or student personal information through Workflow.

## LASERFICHE CLOUD BUSINESS

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work:

- **Process Automation:** A unified feature set to digitize and automate business processes. These tasks include moving documents, extracting, and inputting data, setting deadlines, and more.
  - **Business Process Designer:** Diagram business processes through the process modeler, which is based on business process model and notation (BPMN) standards.
  - **Workflows:** Build processes to extract data, route documents, automate activities, assign team and individual tasks, extract data, route documents, and more without requiring code.
  - **Business Processes & Forms:** Forms allow process managers to create and publish web forms with an intuitive forms management system without requiring coding or scripting.
    - Attractive forms can easily be created with preconfigured templates or customized with editable fonts, colors, uploaded images, and layouts.

- Drag-and-drop form elements including fields, checkboxes, and radio buttons onto a form to collect the exact information needed, in the precise format required.
- Payment collection allows payment to be collected with Braintree and Authorize Microsoft .NET Framework payment gateways.
- Automatically apply bulk annotations such as highlights, redactions, strikethroughs, and underlines across documents processed through workflows.
- Read barcodes on documents as part of automated workflows to better streamline document capture.
- **Starting Events:** Define how and when processes start.
- **Business Rules:** Easily define and manage business policy logic such as decision tables and formulas, in a centralized place separately from process logic.
- **Data Management:** Define data structures and store data independently of processes to provide a single source of truth for data.
- **Capture Profiles:** Capture document information automatically using profiles.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Surveys:** Design custom surveys, polls, or registration forms to automatically collect information and view results without creating processes or designing reports.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Workflow Bots:** Use robotic process automation technology to let Client easily configure software bots to automate repetitive, routine work between multiple systems.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Public Portal:** With unlimited views, share documents with people outside the organization, providing read-only access to specific documents without signing in.
  - **Note:** Only one (1) security profile is included.
- **Forms Portal:** With unlimited submissions, allow non-authenticated users to view and submit public starting forms.
- **Integrations with CRMs:** Laserfiche Cloud includes integrations with Microsoft Dynamics 365, Salesforce and Redtail CRMs.

## LASERFICHE CLOUD BUSINESS ADD-ONS

- **Additional Storage**
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **Smart Invoice Capture:** Smart capture uses machine learning technology to automatically capture information from any invoice, specifically the invoice date, invoice number, purchase order number and total amount due.

- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, Client can then store those forms in Laserfiche, and extract information from Client's forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.
- **Ellucian Banner Integration through Ethos:** The integration support pre-populating registrar forms created in Business Process and updating records in Banner with course or student personal information through Workflow.

## LASERFICHE CLOUD LICENSING GUIDE

LASERFICHE PLATFORM ARCHITECTURE			
	Starter	Professional	Business
<b>App. Servers/Repositories</b>	1	1	1
FULL USE ACCESS LICENSES			
	Starter	Professional	Business
<b>Full Named Users</b>	Minimum of 1	Minimum of 5	Minimum of 25
<b>100 GB Storage Per User</b>	Included Additional Storage Available	Included Additional Storage Available	Included Additional Storage Available
<b>Audit Trail</b>	Included (Starter)	Included (Starter) Advanced is Add-on Option	Included (Advanced)
<b>Direct Share</b>	Included	Included	Included
<b>Automated/Encrypted Backups</b>	Included	Included	Included
<b>Intrusion Detection</b>	Included	Included	Included
<b>Automated Feature and Security Updates</b>	Included	Included	Included
<b>Import Agent w/Email Archiving</b>	Included	Included	Included
<b>Process Automation</b>	Not Available	Included	Included
<b>Connector</b>	Not Available	Included	Included
<b>Surveys</b>	Not Available	Included	Included
<b>Records Management</b>	Not Available	Add-on Option	Included
LIMITED USE ACCESS LICENSES			
	Starter	Professional	Business
<b>Participant Users</b>	Not Available	Add-on Option, Minimum of 10	Add-on Option, Minimum of 10
<b>Community Users</b>	Not Available	Add-on Option	Add-on Option
<b>Education Users</b>	Not Available	Add-on Option	Add-on Option
MODULE BASED LICENSES			
	Starter	Professional	Business
<b>Quick Fields Complete with Agent ††</b>	Add-on Option	10 Installations Included	10 Installations Included
<b>Invoice Smart Capture</b>	Not Available	Add-on Option	Add-on Option
<b>Workflow Bots</b>	Not Available	1 Included with Option to Add-on	1 Included with Option to Add-on
<b>Vault</b>	Add-on Option	Add-on Option	Add-on Option
<b>ScanConnect</b>	Add-on Option	Add-on Option	Add-on Option
<b>SDK</b>	Not Available	Add-on Option	Included
<b>Public Portal (WebLink) †</b>	Not Available	Options: 1,000 Views, Blocks of 10,000 Views	Unlimited Views
<b>Forms Portal †</b>	Not Available	Options: 1,000 Submissions, Blocks of 10,000 Submissions	Unlimited Submissions
INTEGRATIONS			
	Starter	Professional	Business

<b>Microsoft 365 Integration with Simultaneous Editing</b>	Included	Included	Included
<b>Integration with SharePoint</b>	Included	Included	Included
<b>Integration with Salesforce, Microsoft Dynamics 365, and Redtail CRMs</b>	Not Available	Included	Included
<b>Integration with DocuSign</b>	Add-on Option	Add-on Option	Included
<b>Integration with Ellucian Ethos</b>	Not Available	Add-on Option	Add-on Option
<b>Integration with LaserApp</b>	Add-on Option	Add-on Option	Add-on Option
<b>Laserfiche for Ricoh MFD</b>	Add-on Option	Add-on Option	Add-on Option
<b>Certified Integration with SAP ArchiveLink</b>	Add-on Option	Add-on Option	Add-on Option

† Public Portal and Forms Portal are licensed per Laserfiche Application Server.

†† Quick Fields is licensed per machine.

\* A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.

## ABBYY DEFINITIONS

### FLEXICAPTURE FOR INVOICES

*FlexiCapture for Invoices* includes:

#### **SUPERIOR QUALITY**

The system is already trained with numerous variants of invoices, using neural networks technology, saving Client time and money. When Client begins processing the invoices, there is no need for Client to start with the fine-tuning and training on the samples.

#### **STRAIGHT-THROUGH PROCESSING**

Automated document processing from invoice arrival to posting without human intervention enables accounting staff to focus on exceptional invoices only.

#### **BUSINESS-READY**

ABBYY FlexiCapture for Invoices offers a quick and easy start to automated invoice processing without a long and cost-intensive deployment cycle. The solution is pre-configured to identify all necessary data fields on invoices and offers essential validation rules.

#### **MULTI-CHANNEL INPUT**

ABBYY's invoice solution supports multiple input channels like web-based invoice scanning, email, MFP, FTP, mobile capture, or fax. Capture at the point of entry instead of hand-to-hand paper transfer, enabling instant delivery of invoices into electronic workflows, adding transparency to Client's AP process.

#### **PURCHASE ORDER MATCHING**

Automated purchase order matching on header level and validation against ERP master databases decreases time required for manual verification, facilitates data reconciliation, streamlines the invoice processing cycle, and enables straight-through processing for matched documents. The automated matching results can be reviewed and validated by the accountant.

#### **INTUITIVE DATA VERIFICATION**

Time spent on invoice reviews and corrections can be reduced to a minimum thanks to an intuitive validation interface, which guides the accountant through the fields that require attention. Smart value suggestions and other useful features facilitate effective data verification.

## **ARCHIVE-READY**

Invoice images are converted to compressed searchable PDF files ready for electronic archiving, which facilitates audits, timely response to internal or external inquiries, and supports compliance with financial document retention regulation.

## **TIGHT INTEGRATION**

Supplied with proven connectors to various ERPs, approval workflows, BPM systems and Laserfiche, the solution can be seamlessly integrated in an existing financial environment.

## **MACHINE LEARNING BY USER SIDE**

While Client uses the solution, it starts learning by feedback on Client's documents and additionally increases extraction quality. The more Client uses the solution, the better quality of results Client gets. Controllable on-the-fly training technology enables immediate data detection refinement directly by an accountant while reviewing the invoice. As opposed to "black-box"-life self-learning systems, ABBYY FlexiCapture for Invoices gives IT staff full control over the training results.

## **IMAGE ENHANCEMENTS**

Enhanced Image pre-processing enables automatic clean-up and enhancement of images arriving from desktop or mobile scanning.

All images go through image enhancement and pre-processing, a process in which scanned images are altered to make them more suitable for analysis and recognition. This process includes operations such as removing noise (e.g., de-speckling), de-skewing (rotate), correct distortions and binarization.

## **ADVANCED CLASSIFICATION**

FlexiCapture offers image, text, or rule-based classification methods that can be combined into a hierarchical system to deliver the greatest straight-through processing performance and reduced manual review. Classification technology detects every incoming document type, including images, by using deep learning Convolutional Neural Networks and then sorts documents by appearance or pattern; and text classification which relies on statistical and semantic text analysis. Use any of these technologies separately or simultaneously to deliver faster response times and prompt decision making. Advanced classification can be used for the whole document flow in order to process not only invoices but the other types of documents within the same processing.

## **LINE ITEMS SUPPORT\***

ABBYY supports table Line Items extraction such as: Article Number, Description, Unit Price, Quantity, TotalPriceNetto, VatCode, Vat Value, Vat Percentage, Total Price Brutto. A table extraction of line items can be performed with or without purchase order data.

\*This functionality may vary based on Client's scope of services and may not include all the items above.

## **SCALABILITY AND ENHANCED PERFORMANCE**

FlexiCapture can be scaled both vertically and horizontally when deployed to support high volume and fast document processing scenarios. Whether Client need to process more than three (3) million documents per day or 2,000 pages per minute, the architecture of FlexiCapture can grow to meet Client's processing requirements. One can control multi-server installations, distributed infrastructure, and operators via centralized configuration and management.

## **MULTI-TENANCY**

Create a secured and isolated environment for tenants and apply common policies for different users with the multi-tenancy feature. Use secure, centralized administration tools and separated licenses to protect data across multiple

workgroups with less time for set-up. The multi-tenant architecture allows several different groups of users to work within the system while having no access to each other's data and configuration parameters.

## **DOCUMENT SETS**

Many business processes use documents that are all related to one another because they serve some common purpose. In ABBYY FlexiCapture, documents of this sort can be grouped together into document sets.

Multiple linked documents can be processed as one (1) complete case file, with various assembly, processing, and validation checks, to improve efficiency in more complex case management scenarios (e.g., customer on-boarding scenarios, mortgage applications, insurance reports, and claims management). These scenarios imply not only document recognition, but also the need to check if all required documents have been provided (completeness check) and that all of them belong to the same case (continuity check), e.g., verify that the person's name is the same in all submitted documents. With the Document sets feature Client can create a table with the similar fields from different invoices to streamline the document processing of the group of similar documents and enable automated expense management for a well-rounded travel policy.

## **MOBILE CLIENT**

Build the right mobile experience and capture workflow on Client's device ensuring the highest level of success and accuracy by leveraging the advanced mobile imaging SDKs of ABBYY. High quality mobile uploads are supported by image enhancement tools. Confirmation reports notify Client when images are uploaded and processed correctly.

## **SINGLE SIGN-ON**

Single sign-on (SSO) enables users to securely authenticate with multiple applications and websites by logging in only once. The most popular identity providers, such as Active Directory, Azure Active Directory, OKTA, and OneLogin, are supported out-of-the-box.

## **COMMAND LINE INTERFACE (CLI)**

With Command Line Interface (CLI), Client can easily administrate distributed environments when Client need to setup or synchronize different product installations, reuse the result of machine learning for all projects, backup or restore existing projects.

## **EXPORT FILE FORMATS**

Data export formats: XLS, DBF, CSV, TXT, XML

Image export formats: TIFF, JPEG, PDF, PDF/A (Standard allows Client to select the version of the format standard. By default, the version of the standard is detected automatically. For PDF/A the following standard versions are currently available: 1a, 1b, 2a, 2b, 2u, 3a, 3b, 3u), BMP, JPEG2000, PCX packbits, PNG.

## **FLEXICAPTURE**

*FlexiCapture* includes:

### **AUTO-LEARNING**

The new auto-learning capabilities help accelerate time to production and significantly reduce ongoing system support and maintenance costs. The technology helps users to train the system to process flexible or irregular document layouts while the administrator retains full control to edit, fine-tune, or discard auto-learning results. The system continuously learns and improves based on feedback from users leveraging ABBYY advanced machine learning and Natural Language Processing.

### **ADVANCED DOCUMENT CLASSIFICATION**

Inbound communication can be classified by form and content to optimize Client's organization's information-driven processes. Classification technology detects every incoming document type, including images, by using deep learning Convolutional Neural Networks and then sorts documents by appearance or pattern, and text classification which relies on statistical and semantic text analysis.

### **SCALABILITY AND ENHANCED PERFORMANCE**

FlexiCapture can be scaled both vertically and horizontally when deployed to support high volume and fast document processing scenarios. Whether Client need to process more than three (3) million documents per day or 2,000 pages per minute, the architecture of FlexiCapture can grow to meet Client's processing requirements. One can control multi-server installations, distributed infrastructure, and operators via centralized configuration and management.

### **MULTI-TENANCY**

Create a secured and isolated environment for tenants and apply common policies for different users with the multi-tenancy feature. Use secure, centralized administration tools and separated licenses to protect data across multiple workgroups with less time for set-up.

### **SINGLE SOLUTION FOR ALL DOCUMENT TYPES**

By using sophisticated document analysis, FlexiCapture is able to detect the exact type of paper or digital documents (spreadsheets, images, logos, etc.) and different areas within a document, even when text appears unreadable. Word, Excel, PDF, email bodies, scanned images, and other digital documents can be processed in the same flow.

### **IMAGE ENHANCEMENTS**

ABBYY Image Enhancement automatically improves images captured by mobile devices to optimize processing. It is also indispensable for processing documents with complex backgrounds like transcripts, identification documents, and transportation forms, while automatically optimizing the image for processing or providing immediate feedback if the image quality is poor. Features such as auto crop, background whitening, image quality assessment and capability to create custom enhancement profiles for different image sources, help process all documents regardless of their quality or source.

### **MULTI-LEVEL DATA PROTECTION**

Various confidential data within documents can be hidden using different methods during exchange and verification by operators with different access rights. HTTPS provides bidirectional encryption between a user and a server to protect against data interception and tampering attacks.

### **ADVANCED MONITORING AND ANALYTICS TOOLS**

Tools help Client analyze document processing flow, ensure continuity of business process, and optimize and prioritize resources to tune performance and eliminate bottlenecks.

### **EASY ADMINISTRATION**

With new Command Line Interface (CLI), Client can easily administrate distributed environments when Client need to setup or synchronize different product installations, reuse the result of Machine learning for all projects, or backup or restore existing projects.

### **SMOOTH INTEGRATION**

Default connectors for Blue Prism, Laserfiche and other systems are available.

### **MULTI-CHANNEL DATA ENTRY**

Multi-channel data entry enables Client to process both paper and digital documents coming from multiple sources in a single flow, including MFPs, network scanners, emails, FTP, web post or hot folders and mobile devices.

## MOBILE CAPTURE

Increase data availability and processing speed using mobile devices and other document sources for data entry. High quality mobile uploads are supported by image enhancement tools. Confirmation reports notify Client when images are uploaded and processed correctly. Build the right mobile experience and capture workflow on Client's device ensuring the highest level of success and accuracy by leveraging the advanced mobile imaging SDKs of ABBYY.

## BLUE PRISM DEFINITIONS

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### ROBOTIC PROCESS AUTOMATION (RPA)

RPA is a software platform that can be programmed to execute business tasks via a software robot.

### BLUE PRISM DIGITAL WORKERS

Blue Prism's software robots, **Digital Workers**, can execute and initiate systems-based tasks like a human, including:

- Understanding context, deriving meaning, and anticipating change.
- Bringing people, machines, processes, and data together with best of breed technologies.
- Providing 24/7 functionality with full visibility, control, and absolute compliance.
- Integrating with virtually any system or application, freeing humans from repetitive work to drastically increase productivity.
- Supporting policy compliance and non-repudiation with proven security in a connected workforce.
- Lowering Client's costs by turning slow manual tasks into fast, round-the-clock processes.
- Reducing operational risk by collecting nuances of every process transaction.
- Decreasing remediation time by isolating exceptions and anomalies for faster review.
- Defending against fraud with real-time reporting.

### INTELLIGENT AUTOMATION (IA)

Intelligent Automation is the combination of RPA with Artificial Intelligence (AI) and cognitive capabilities, expanding the nature of the tasks Digital Workers can execute.

## UI PATH DEFINITIONS

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### ROBOTIC PROCESS AUTOMATION (RPA)

RPA is a software platform that can be programmed to execute business tasks via a software robot.

### ORCHESTRATOR

The heart of your automation management. Deploy, monitor, optimize, and ensure the security of your entire digital workforce with enterprise-scale integration and compliance—no matter what size your business is.

### AUTOMATION CLOUD

The fastest, easiest way to get RPA. You can start instantly and, if needed, scale infinitely up to full enterprise capability, with comprehensive, secure, cloud-based management and immediate access to all the things you need to start building your own automations.

### TEST SUITE

Enables you to govern and monitor the quality of your automations. It facilitates test planning and execution, requirements, and defect traceability. It includes comprehensive test reporting and seamlessly adapts to your environment with out-of-the-box integrations.

## INSIGHTS

Offers powerful embedded analytics to measure, report, and align automation operations with your specific KPIs and strategic business outcomes.

## DATA SERVICE

Brings powerful no-code data modeling and storage to your automations while ensuring seamless access, enterprise-grade security, and scalability of the data.

## AI CENTER

Allows for users to consume machine learning models. Ours or yours. Drag and drop them into your automation workflows via UiPath Studio. Monitor and manage your robots' AI skills, and constantly train and improve skills with human-validated data.

### UiPath Robots

- Attended Robots: Deployed on end user workstations working hand in hand with people.
- Unattended Robots Deployed on their own workstations working independently.
- Test Robots: Run Automated test cases against applications or workflows.

### Intelligent Automation (IA)

Intelligent Automation is the combination of RPA with Artificial Intelligence (AI) and cognitive capabilities, expanding the nature of the tasks Digital Workers can execute.

## JUSTFOIA DEFINITIONS

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### JUSTFOIA

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software as a service solution (the "Solution"), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time through automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

### REDACTION MODULE

Our powerful integrated Redaction Module allows you to upload and redact documents in the Solution. Automatically redact documents with one click or manually remove sensitive data. Features include text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once redaction is applied, the redacted areas are burnt into the document and cannot be recovered or removed and only the redacted version of the document can be released. There is no per-user fee, so any permitted user can redact a document.

### JUSTFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training, and certification, as well as enhanced rollouts of new features and functionality. It is subscribed to by most customers and provides an easy, cost-effective way for all users in Customer's organization to access training videos and certification courses. Benefits include:

- 24/7 access to on-demand JustFOIA training videos and other resources
- Reduce training time and expenses
- Caters to all skill levels from Basic Users to System Administrators
- Unlimited access for Customer's entire organization
- JustFOIA Certifications Courses

- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Instant/budgeted customized training available in the case of employee turnover
- Customized with fully indexed, recorded training sessions

## **ADVANCED REPORTING**

The Advanced Reporting module will allow Customer to select any piece of their data to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Email distribution of reports
- Automated scheduling of reports
- Saving created reports
- Ability to export data
- Simplify capture JLARC reporting requirements for Washington customers

## **SINGLE SIGN-ON (SSO)**

The JustFOIA authentication system enables Single Sign-On (“SSO”) integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Azure Active Directory login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for a customer’s IT organization to maintain security protocols and gives the customers better control over managing user access.

The following types of enterprise connections can be made:

- Azure Active Directory
- ADFS
- Active Directory / LDAP
- Google Workspace (formerly G Suite, formerly Google Apps)
- Open ID Connect
- SAML
- PingFederate

## **PAYMENT PORTAL**

JustFOIA integrates with Authorize.net, PayPal and NCR/JetPay to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net, PayPal or NCR/JetPay site. Once they pay, users are able to make the request documents available for immediate release.

## **ADOBE ACROBAT PRO PLUG-IN**

Adobe Acrobat Pro Plug-in allows customers to easily upload documents they are working on in Adobe Acrobat Pro to a specific request. In Adobe Acrobat Pro, simply create and edit documents, as well as apply redactions and other features available in the Adobe Pro software. Once the document has been finalized, a simple click of the JustFOIA Plug-In button sends the document to the customer’s JustFOIA system. It’s as easy as picking the desired request number and the is in the Response Docs section, ready to send to the requester. In order to utilize this plug-in, organizations will need to have an active Adobe Acrobat Pro license.

## **LASERFICHE INTEGRATION**

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to more quickly and efficiently fulfill records requests. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents. Alternatively, users can search, edit, and redact in Laserfiche, then click to send selected documents as responsive documents to a specific request. As part of

your Laserfiche Integration, you can also export custom system reports directly into your Laserfiche repository, as well as all parts of a request from communication to provided documents to invoices and a full timeline history of activity on the request. In order to utilize this integration, each user will need a full Laserfiche license. Please see the Laserfiche Expansion Configuration Guide for Installation Requirements and Prerequisites.

### **ANY & ALL DOCUMENT MANAGEMENT**

For customers who receive requests for “Any and All” communications, the effort to determine the responsive documents can be overwhelming. Built for customers who need to work with a large number of files, JustFOIA’s Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)
- Detect duplicate emails
- Bulk redact and sort all files with one-click
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

### **CUSTOM WORKFLOWS**

Building on the capability to design lists of tasks and set defaults, a Custom Workflow leverages automation to save your organization time by routing certain types of requests from submission to completion.

Automatically run when a request comes in, a Custom Workflow can use the supplied form data to determine which departments and tasks get assigned. Best suited for organizations that process larger volumes of specific types of requests. Also available is the full use of due dates, reminders, escalations, and approvals as well as the capability to automatically send out system and custom emails triggered by events in the workflow.

We work with you to design the unique series of tasks to assign out to departments so you can handle the approvals while keeping the request moving through your Solution.

## ATTACHMENT C — LASERFICHE ROADMAP – EXEMPT FROM DISCLOSURE

The Laserfiche product roadmap is confidential and for Laserfiche solution provider-use only. Please note that timeline and product labels below are all subject to change and are not guaranteed.

\* Indicates already released.

### **Intelligent Content Capture**

2022 (Q3&Q4)

Cloud – Capture Profiles handwriting support and performance upgrades: Adds support for handwriting recognition in all capture profiles, expanding on handwriting recognition capabilities previously added to Smart Invoice Capture. Customers will also see significant overall speed and accuracy improvements for all capture profiles.

### **Document and Records Management**

2022 (Q2)

\*Cloud – Audio/Video Transcription: Adds full-text searchability to audio and video files stored in Laserfiche, such as meeting recordings.

2022 (Q3&Q4)

Cloud/Self-Hosted – Direct Share Enhancements: New features further expand administration and security with auto-generation of strong passwords, configurable one-time password requirements, increased file sharing sizes and expiration times, and many other improvements.

Cloud – Native PDF Enhancements – Annotate, redact, and search with context hits on PDFs directly through the Laserfiche web client in their native format, without requiring the creation of Laserfiche imaged pages.

### **Process Automation**

2022 (Q2)

\*Cloud – Project-based Security for Process Automation: Create team projects that group business processes, surveys, and other process automation resources together. Resources and the collected data within a team project will be secured based on team roles and additional access rights.

2022 (Q3&Q4)

Cloud – Expand JavaScript Support for Form Layout Designer: Allow custom JavaScript to manipulate the elements within a custom component. For example, this feature could be used to interact with Google Maps using the geolocation field.

Cloud – Usability and Security enhancements in Laserfiche Cloud Forms: Brings recent improvements in self-hosted email notification and security to Laserfiche Cloud Process Automation. Also includes enhancements to task reminders and draft management.

Cloud – Project-Based Security for Process Automation: Upcoming stages will enhance and expand the initial release of project-based security. This will include the ability to configure rights to initiate business processes, as well as the ability to migrate existing process automation resources to projects. Additionally, this will include enhancements to the team creation process, global resource connection interfaces, and team developer role.

Self-Hosted- JavaScript Support for Form Layout Designer: Add custom JavaScript to the form layout designer via an API framework, enhancing form behavior with dynamic functionality. Customization examples include changing field values based on the input value of another field and preventing form submission if a field is not filled out correctly. This will also include expanded support for manipulating elements within a custom component.

Self-Hosted- Field Rule Enhancements to Form Layout Designer: Allow process designers to use field rules in the form layout designer to support complex conditions, make field rules read-only or required, and show and hide buttons.

## **Integrations**

2022 (Q2)

\*Cloud – Full Customization of Application Connection Calls: Develop custom endpoints to expand on the existing set of application connection endpoints for Salesforce, Redtail, Dynamics and Ellucian to further customize the integration point. The Ellucian expansion can now be used to integrate with Colleague and Banner Finance API endpoints.

\*Cloud – Laserfiche API Client Libraries: Support custom development efforts by taking advantage of client libraries for both C# and JavaScript. These libraries will provide you with all the tooling necessary to set up OAuth Authentication and common API actions.

2022 (Q3&Q4)

Cloud – SharePoint Online Integration: Expanded Microsoft SharePoint support will include SharePoint Online.

Cloud – Laserfiche API Java Client Libraries: Supports custom development efforts with client libraries for both OAuth and Laserfiche Repository API integrations in Java 8+.

Self-Hosted – Laserfiche API: The Laserfiche API is coming to self-hosted systems with the same API set available on Laserfiche Cloud. This means integrations can be built that work across both platforms making migrations to Laserfiche Cloud that much easier even as you continue to develop for self-hosted.

Cloud/Self-Hosted – iPaaS Connectors: We are developing connectors into two of the most prominent iPaaS partners on the market, instantly making over 150+ integrations available on the Laserfiche platform by leveraging these tools. Note that iPaaS services require a separate purchase for the customer.

## **Solution Marketplace**

Ongoing throughout 2022

Cloud/Self-Hosted – Solution Templates Expansion: Accelerate solution deployment with new templates that focus on helping organizations establish remote and hybrid work environments.

2022 (Q2)

\*Cloud/Self-Hosted – Solution Marketplace: Inspire innovation and transformation across the whole organization with the full collection of solution templates accessible from a public marketplace site.

\*Cloud/Self-Hosted – Solution Marketplace Free Template Submission and Bundles: All customers, solution providers, and partners are invited to submit your own solutions to our Solution Marketplace. Visit [marketplace.laserfiche.com](https://marketplace.laserfiche.com) to get started.

2023 (1H)

Cloud/Self-Hosted – Solution Marketplace Purchasable Templates and Apps: Members of the Laserfiche community will be able to contribute to the Solution Marketplace by publishing free or paid options for solution templates and API-enabled apps.

## **Trust & Security**

2022 (Q2)

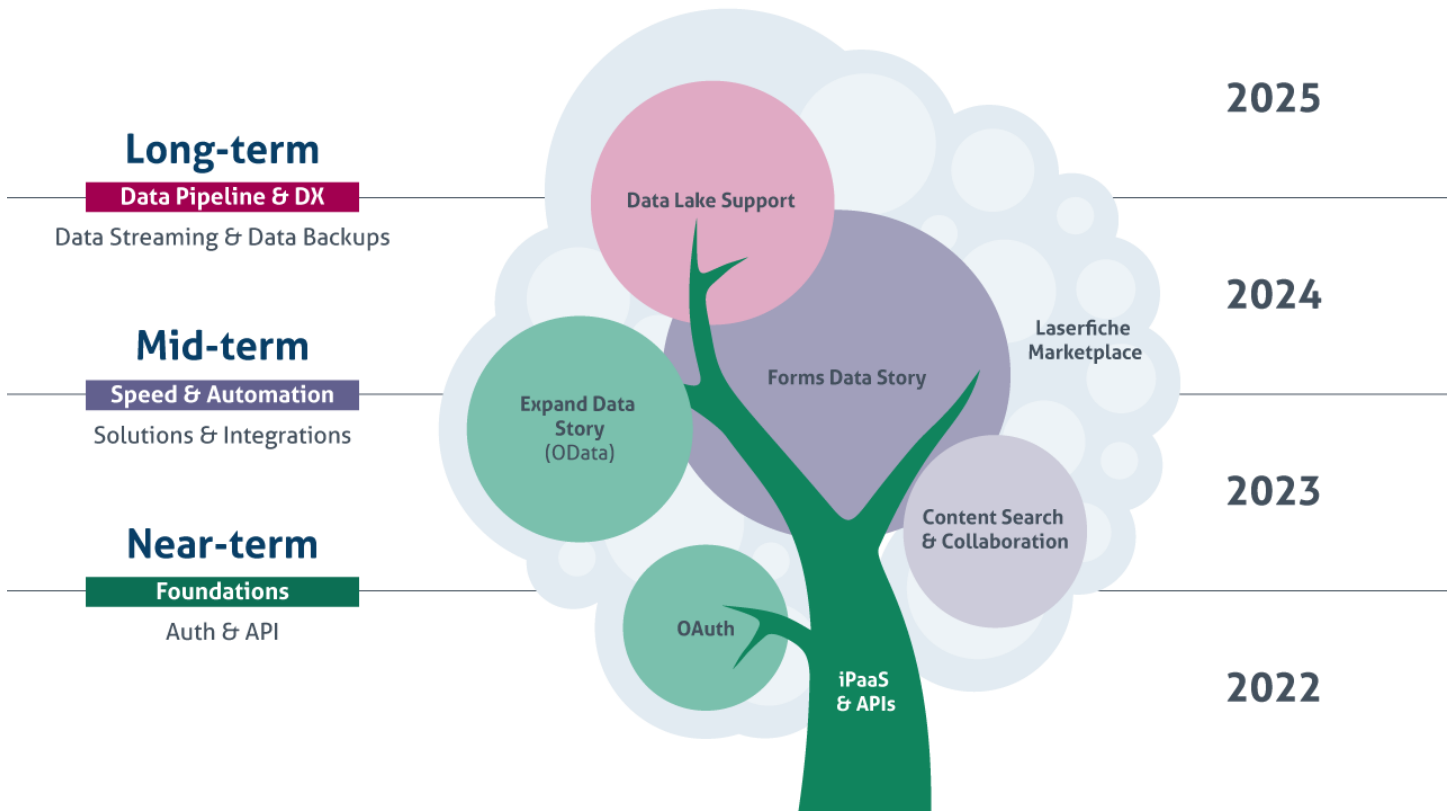
\*Cloud – SCIM Support for Azure AD: Minimize manual administration work by provisioning and deprovisioning users in Laserfiche Cloud automatically when administrators make changes in Azure Active Directory.

Self-Hosted – Laserfiche-to-SAML User Migration Utility: Expanding on the trustee migration utility, this provides a migration tool for customers moving from Laserfiche users in Directory Server to SAML authentication.

2022 (Q3&Q4)

Self-Hosted – SCIM for Azure AD: SCIM integration will be expanded to support Azure AD in addition to Okta, allowing for the management of Laserfiche users from within Azure AD.

Self-Hosted – Forms Unified Auditing: Laserfiche Audit Trail will now support viewing, filtering, and creating reports on user activities within Laserfiche Forms, alongside activities performed within the Laserfiche repository.



**Exempt from Disclosure\*\*\*\***

# ATTACHMENT D — SAMPLE SOFTWARE ESCROW PARTICIPATION AGREEMENT AND SOFTWARE ESCROW AGREEMENT

Escrow applies to all self-hosted solutions including subscription. It does NOT apply to cloud. No escrow for cloud

## Registration Agreement

NOTE: A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO ESCROW AGENT BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT.

Agreement between:

- Compulink Management Center, Inc. whose principal office is at 3443 Long Beach Bl., Long Beach, CA 90807 ("**Licensor**").
- NCC Group Escrow Associates, LLC, a limited liability company organized and existing under the laws of Georgia with an office at 123 Mission Street, Suite 1020, San Francisco, CA 94105 ("**Escrow Agent**"); and
- [Licensee name], whose principal office is at [Licensee address] ("**Licensee**").

### Agreement:

1. This registration agreement ("**Registration Agreement**") is supplemental to the terms and conditions of the Multi-Licensee Deposit Account Software Escrow Agreement number 61860 dated August 14, 2014 ("**Escrow Agreement**") and the Deposit Account Agreement (as defined in the Escrow Agreement) number 61861 dated August 25, 2014, both between Licensor and Escrow Agent.
2. This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together will form a binding agreement between Licensor, Escrow Agent and Licensee in accordance with the terms of the Escrow Agreement.
3. Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement, including payment obligations as agreed among the Parties, as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
4. This Registration Agreement will take effect when Escrow Agent has registered Licensee as a party to the relevant Deposit Account Agreement.
5. The Release Events for the undersigned Licensee are as follows:
  - (i) Licensee must not be in breach of any material obligation under the License Agreement or any other agreement with Licensor regarding the purchase, support or use of, or payment for, the Software; and
  - (ii) Licensor files a Chapter 7 petition in bankruptcy or a Chapter 11 petition seeking a reorganization without confirming, within the times permitted by applicable Bankruptcy Court rules, that it will continue to maintain the Software as required by the terms of the License Agreement, either directly or through a successor entity: or
  - (iii) an involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and is not stayed, enjoined, or discharged within 120 days or such later deadline as may be set by the Bankruptcy Court, which results in Licensor's inability to maintain and support the Software, either directly or through a successor entity, as required by the express terms of the License Agreement; or
  - (iv) Licensor ceases to carry on its business and abandons its express contractual obligations to Licensee under the License Agreement, if any, to maintain and support the Software, except

- where a successor entity acquires Licensor's assets and assumes Licensor's obligations to Licensee to maintain and support the Software as required by the License Agreement; or
- (v) Licensee shows by clear and convincing evidence that (a) Licensor is in material breach of its express obligations to maintain and support the Software as required by the express terms of the License Agreement; and (b) Licensor fails to remedy such breach, or provide a reasonable temporary fix, within 120 days following written notice by Licensee to Licensor; and (c) if a remedy is not completed within the 120-day notice period, Licensor fails to take reasonable steps to provide a remedy or temporary fix within a reasonable time after such 120-day notice period expires; and (d) Licensee will suffer irreparable harm if the Escrow Material is not released to Licensee.

Signed for and on behalf of Licensee

Name: .....| .....

Position: .....| (Authorized Signatory)

Date: .....|

Signed for and on behalf of Licensor

Name: .....| .....

Position: .....| (Authorized Signatory)

Date: .....|

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name: .....| .....

Position: .....| (Authorized Signatory)

Date: .....|



**Multi-Licensee Deposit Account  
Software Escrow Agreement**

**Date:** AUG 14 2014  
**Licensor:** Compulink Management Center, Inc. d/b/a Laserfiche  
**Agreement Number:** 61860 -

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**Escrow Agreement Between:**

- (1) Compulink Management Center, Inc. d/b/a Laserfiche, a California corporation whose principal office is at 3545 Long Beach Blvd., Long Beach, CA 90807 ("**Licensor**"); and
- (2) NCC Group Escrow Associates, LLC, a limited liability company organized and existing under the laws of Georgia with an office at 123 Mission Street, Suite 1020, San Francisco, CA 94105 USA ("**Escrow Agent**").

**Background:**

- (A) Licensor has granted a license to the party (the "**Licensee**") that is named in the Registration Agreement to use Licensor's computer software programs as specified in the software License Agreement between Licensor and Licensee ("**the Software**").
- (B) Certain technical information and documentation relating to the Software are the confidential information and intellectual property of Licensor.
- (C) Licensor acknowledges that, in certain defined circumstances, such confidential information and/or documentation may be required by Licensee to continue to exercise its rights under its License Agreement with Licensor.
- (D) The parties therefore agree that such information and/or documentation should be deposited in Escrow with a trusted third party, Escrow Agent, so that such information and/or documentation can be released to Licensee upon the occurrence of a Release Event as defined in this Agreement.

**Agreement:**

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

**1 Definitions and Interpretation**

1.1 In this Agreement the following terms will have the following meanings:

**"Agreement"** means the terms and conditions of this multi-licensee deposit account software escrow agreement set out below, including the Schedule and Appendices hereto.

**"Confidential Information"** means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party, including the Escrow Material.

**"Deposit Account"** means an account set up on the execution of a Deposit Account Agreement under which specific Escrow Material is deposited by the Licensor with Escrow Agent.

**"Deposit Account Agreement"** means an agreement in the form attached as Appendix 1, for the setting up of a Deposit Account.

**"Deposit Form"** means the form at Schedule 1 which is to be completed by Licensor and delivered to Escrow Agent with each deposit of the Escrow Material.

**"Escrow Material"** means the Source Code of the Software and such other material and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to be delivered or deposited to comply with

Clause 3 of this Agreement.

**"Integrity Testing"** means those tests and processes forming Escrow Agent's Integrity Testing service, in so far as they can be applied to the Escrow Material and are requested by Licensor and the Licensee in accordance with Clause 11.2. Integrity Testing will consist of obtaining a file listing without decryption unless Licensor and Licensee jointly request in writing that additional testing be performed by Escrow Agent within the scope of Escrow Agent's Integrity Testing service.

**"Intellectual Property Rights"** mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licenses of or in respect of such rights.

**"License Agreement"** means the agreement under which Licensor granted Licensee a license to use the Software.

**"Licensee"** means any person, firm, company or other entity:

- 1.1.1 to whom a license to use the Software has been granted; and
- 1.1.2 whom Licensor has approved for registration under a Deposit Account Agreement; and
- 1.1.3 who has agreed to be bound by the terms and conditions of a Deposit Account Agreement by executing a completed Registration Agreement, forwarding the same to Escrow Agent and the receipt and registration of which has been acknowledged by Escrow Agent in writing to Licensor and Licensee;

and references in this Agreement to Licensee will be to the relevant Licensee or Licensees given the context in which such reference is made.

**"Registration Agreement"** means an agreement in the form set out in Appendix 2 to be signed by Licensor, Escrow Agent and any Licensee wishing to be a party to a Deposit Account Agreement or Deposit Account Agreements, as a Licensee and, accordingly, to take the benefit of and be bound by the terms and conditions of the Agreement including payment obligations as may be defined in the Registration Agreement.

**"Release Purposes"** means the purposes of understanding, maintaining, modifying and correcting the Software exclusively for and on behalf of Licensee, together with such other purposes (if any) as are expressly permitted under the License Agreement.

**"Software"** means Licensor's software as licensed to Licensee under the License Agreement, the details of which are set out in Schedule 1 of a Deposit Account Agreement.

**"Source Code"** means the computer programming code of the Software in human readable form.

- 1.2 This Agreement will be interpreted in accordance with the following:
- 1.2.1 headings are for ease of reference only and will not be taken into consideration in the interpretation of this Agreement;
  - 1.2.2 all references to Clauses and Schedules are references to Clauses and Schedules of this Agreement; and
  - 1.2.3 all references to a party or parties are references to a party or parties to this Agreement.

## **2 Deposit Accounts**

- 2.1 Each time that Licensor wishes to deposit different Escrow Material under the terms of this Agreement, Licensor and Escrow Agent must execute a completed Deposit Account Agreement containing the details of the Escrow Material to be deposited in accordance with the obligations contained in Clause 3.
- 2.2 Each signed Deposit Account Agreement will be supplemental to and be governed by the terms of this Agreement.
- 2.3 For the avoidance of doubt, if the Escrow Material to be deposited is an update to or development of Escrow Material already deposited under an existing Deposit Account, the deposit of such Escrow Material will not require a new Deposit Account and will be deposited under the relevant existing Deposit Account.

## **3 Licensor's Duties and Warranties**

- 3.1 Licensor will:
  - 3.1.1 deliver a copy of the Escrow Material to Escrow Agent within 30 days of the date Escrow Agent receives an executed Deposit Account Agreement;
  - 3.1.2 deliver, once each calendar year beginning in 2015, an update or replacement copy of the Escrow Material to Escrow Agent if Licensor has made available for delivery to Licensee a materially updated, corrected, enhanced, or modified object code version of the Software, irrespective of whether Licensee has chosen to install it;
  - 3.1.3 ensure that each copy of the Escrow Material deposited with Escrow Agent comprises the Source Code of a version of the Software released by Licensor in that calendar year;
  - 3.1.4 deliver with each deposit of the Escrow Material a Deposit Form which includes the following information:
    - 3.1.4.1 details of the deposit including the full name of the Software (i.e. the original name as set out under Schedule 1 to the Deposit Account Agreement together with any new names given to the Software by Licensor), version details, media type, backup command/software used, compression used, archive hardware and operating system details; and
    - 3.1.4.2 password/encryption details required to access the Escrow Material, which will be delivered by separate cover to Escrow Agent to ensure the security of the deposit;

- 3.2 Licensor warrants to both Escrow Agent and Licensee at the time of each deposit of the Escrow Material with Escrow Agent that:
- 3.2.1 it has the full right, ability and authority to deposit the Escrow Material;
  - 3.2.2 in entering into this Agreement and any Deposit Account Agreement and, in performing its obligations under such agreements, it is not in breach of any of its ongoing express or implied obligations to any third party(s); and
  - 3.2.3 the Escrow Material deposited under Clause 3.1 contains all source code in human-readable form and is on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain, modify and correct the Software.

#### **4 Licensee's Responsibilities and Undertakings**

- 4.1 If the Escrow Material is released under Clause 7, Licensee must:
- 4.1.1 keep the Escrow Material confidential at all times;
  - 4.1.2 use the Escrow Material only for the Release Purposes consistent with and expressly permitted by the terms of the License Agreement;
  - 4.1.3 not disclose the Escrow Material to any person except such of Licensee's employees or contractors who need to know the same for the Release Purposes. If Escrow Material is disclosed to its employees or contractors, Licensee must ensure that they are bound by the same confidentiality obligations as are contained in this Clause 4.1 and in the License Agreement between Licensor and Licensee;
  - 4.1.4 hold all media containing the Escrow Material in a safe and secure environment when not in use; and
  - 4.1.5 forthwith destroy the Escrow Material should Licensee cease to be entitled to use the Software under the terms of the License Agreement.

#### **5 Escrow Agent's Duties**

- 5.1 Escrow Agent must:
- 5.1.1 at all times during the term of this Agreement, retain all deposits of the Escrow Material in a safe and secure environment;
  - 5.1.2 notify Licensor and the relevant Licensee of the acceptance of any Registration Agreement; and
  - 5.1.3 inform Licensor and Licensee of the receipt of any deposit of the Escrow Material by sending to both parties a copy of the Deposit Form and/or the Integrity Testing report generated from the testing processes carried out under Clause 11.
- 5.2 If Licensor fails to deposit any Escrow Material with Escrow Agent, Escrow Agent will not be responsible for procuring such deposit and may, at its sole discretion, notify the Licensor and Licensee of Licensor's failure to deposit any Escrow Material.
- 5.3 Escrow Agent may appoint agents, contractors or sub-contractors as it deems fit to carry out the Integrity Testing process if and as requested by the parties. Escrow Agent must ensure that any such agents, contractors and sub-contractors are bound by the same confidentiality obligations as are contained in

## Clause 9.

Escrow Agent has the right to make such copies of the Escrow Material as may be necessary solely for the purposes of this Agreement.

**6 Payment**

- 6.1 The parties must pay Escrow Agent's fees and charges as published from time to time or as otherwise agreed between the parties on a sales order or letter of intent. Escrow Agent's fees as published are exclusive of any applicable sales tax.
- 6.2 If Escrow Agent is required to perform any additional or extraordinary services as a result of being an escrow agent including intervention in any litigation or proceeding, Escrow Agent will receive reasonable compensation for such services and be reimbursed for all costs incurred, including reasonable attorney's fees.
- 6.3 Escrow Agent will be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.
- 6.4 All invoices are payable within 30 days from the date of invoice. Interest will accrue at the lesser of 1.5% per month or the maximum amount permitted by applicable law for any fees that are undisputed by the paying party and remain unpaid for more than 30 days past the due date of the applicable invoice.
- 6.5 If a dispute is made in good faith as to the amount of fees, the party responsible for payment agrees to remit payment on any undisputed amount(s) in accordance with Clause 6.1 above. In such circumstances, the interest on the fees will not accrue as to any disputed amounts unless not paid within 30 days after such dispute has been resolved by the parties.

**7 Release Procedures**

- 7.1 Subject to: (i) the remaining provisions of this Clause 7 and (ii) the receipt by Escrow Agent of the \$525 chargeable upon a release and any other fees and interest (if any) outstanding under this Agreement, Escrow Agent will release the Escrow Material to a duly authorized representative of Licensee if any of the events listed on the Registration Agreement ("**Release Event(s)**") occur.
- 7.2 Licensee must notify Escrow Agent and Licensor of the occurrence of a Release Event specified in the Registration Agreement by delivering to Escrow Agent a notice in writing ("**Notice**") declaring that such Release Event has occurred and specifying the Deposit Account(s) so affected, and setting out the facts and circumstances of the Release Event, that the License Agreement and any maintenance agreement, if relevant, for the Software was still valid and effective up to the occurrence of such Release Event and exhibiting such documentary evidence in support of the Notice as Escrow Agent may reasonably require.
- 7.3 Upon receipt of a Notice from Licensee claiming that a Release Event has occurred:
  - 7.3.1 Escrow Agent must deliver two copies of the Notice to Licensor, one addressed to the attention of Licensor's Chief Executive Officer and the second addressed to the attention of Licensor's General Counsel, together with an email copy addressed to [info@laserfiche.com](mailto:info@laserfiche.com) (and with

a separate copy to the Licensee in order to acknowledge receipt of the Notice) by courier or other form of guaranteed delivery; and

7.3.2 unless, within 21 calendar days after the date of dispatch of the Notice by Escrow Agent, Escrow Agent receives a counter-notice in writing from Licensor stating that in its view no such Release Event has occurred or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified as shown by documentation in support thereof,

Escrow Agent will release the Escrow Material to Licensee for its use for the Release Purposes.

- 7.4 Upon receipt of the counter-notice from Licensor under Clause 7.3.2, Escrow Agent must send a copy of the counter-notice and any supporting evidence to Licensee (with a copy to Licensor in order to acknowledge receipt of the counter-notice) by courier or other form of guaranteed delivery.
- 7.5 Within 90 calendar days of dispatch of the counter-notice by Escrow Agent, Licensee may give Licensor and Escrow Agent written notice of its intention to arbitrate under Clause 7 (“Demand”).
- 7.6 If, within 90 calendar days of dispatch of the counter-notice by Escrow Agent to Licensee, Licensee has not given a Demand to Licensor and Escrow Agent, the Notice submitted by Licensee will be deemed to be no longer valid and Licensee will be deemed to have waived its right to release of the Escrow Material for the particular reason or event specified in the original Notice. In such circumstances, this Agreement will continue in full force and effect.

## **8 Disputes regarding Release Event(s)**

- 8.1 All disputes regarding whether the Release Event(s) specified in the Notice occurred before the Licensee delivered the Notice to Escrow Agent will be decided by one (1) arbitrator. The place of the arbitration will be Los Angeles, California, unless Licensor and Licensee both agree to a different venue. If Licensor and Licensee have not agreed on an arbitrator within 20 days after Licensor receives the Demand, the dispute will be arbitrated by JAMS in Los Angeles under its arbitration rules. JAMS will appoint an arbitrator within 14 days of receipt of a request to appoint an arbitrator, which may be filed by either the Licensor or Licensee.
- 8.2 Within 30 days of the appointment of the arbitrator, Licensor and Licensee must each provide written submissions to the arbitrator, together with material and relevant documentary evidence, in support of their respective positions.
- 8.3 Based on the written submissions of the Licensor and Licensee, and without the need for a hearing, the arbitrator will determine the time required for a hearing and decide any requests for pre-hearing discovery within 30 days of receiving the parties’ respective written submissions. Licensee and Licensor may agree to extend this time limit, and the arbitrator will have the discretion to do so in the interest of justice.
- 8.4 The award will be limited to a determination of (i) the occurrence of a Release Event at the time Licensee delivered the Notice to Escrow Agent; (ii) if Licensor claims that the Release Event has been rectified and the Licensee does not agree, to a determination of whether or not the Release Event has in fact been rectified; and (iii) any request that conditions be imposed on the use,

preservation or return of the Escrow Material to protect its confidentiality following Release. In addition, the arbitrator will award the prevailing party reasonable attorneys' fees and costs, including the fees and costs of the arbitrator.

- 8.5 If the Release Event relates to a dispute concerning less than all of the Escrow Material, the arbitrator may limit the release of the Escrow Material to the specific product or products at issue in the dispute; and the arbitrator is not required to order the release of the Escrow Material in its entirety.
- 8.6 The arbitral award will be final and binding upon the Parties. If the arbitrator finds that a Release Event existed at the time of delivery of the Notice to Escrow Agent that has not been rectified by Licensor, Escrow Agent must release and deliver the Escrow Material to the Licensee 30 calendar days after notice of the award unless Licensor has filed a motion, suit or petition contesting or objecting to the award within 30 calendar days following notice of the award by the arbitrator. If Licensor has timely filed a motion, suit or petition contesting or objecting to the award, all parties, including Escrow Agent, must honor the final court ruling, decision or judgment. If the arbitrator finds that no Release Event has occurred, Escrow Agent may not release the Escrow Material and must continue to hold the Escrow Material in accordance with the terms of this Agreement.
- 8.7 The Parties agree that the arbitration provided in this Clause 8 may not be consolidated or joined with any other proceeding regarding disputes between or among any of the Parties.

## **9 Confidentiality**

- 9.1 The Escrow Material will remain at all times the confidential and intellectual property of its owner.
- 9.2 If Escrow Agent releases the Escrow Material to Licensee, Licensee will be permitted to use the Escrow Material only for the Release Purposes.
- 9.3 Subject to Clause 9.4 and Escrow Agent's ability to release the Escrow Material in accordance with this Agreement, Escrow Agent agrees to keep all Confidential Information relating to the Escrow Material and/or the Software that comes into its possession or to its knowledge under this Agreement in strict confidence and secrecy. Escrow Agent further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing and subject to Clause 9.4, will not disclose or release it other than in accordance with the terms of this Agreement.
- 9.4 Escrow Agent may release the Escrow Material to the extent that it is required by applicable federal, state or local court order, judgment, decree or other legal process, provided that, unless prohibited by the terms of the order or the relevant law or regulation, Escrow Agent has notified Licensor and Licensee prior to such required release, has given Licensor and/or Licensee an opportunity to contest (at their own expense) such required release, within the time parameters mandated by such applicable court order, judgment, decree or other legal process. Escrow Agent is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments, or decrees so entered or issued by any court, without the necessity of inquiring as to the validity of such order, judgment or decree, or the court's underlying jurisdiction. Where Escrow Agent

obeys or complies with any such order, judgment or decree, Escrow Agent will not be liable to Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated. Escrow Agent must give, to the extent permitted by law, Licensor written notice of its release of Escrow Material within five days following the date of actual release of the Escrow Material either to Licensee or to any third party recipient of the Escrow Material that may be designated to receive it by any such order, judgment or decree.

## **10 Intellectual Property Rights**

- 10.1 The release of the Escrow Material to Licensee will not act as an assignment of any Intellectual Property Rights that Licensor or any third party possesses in the Escrow Material. However, upon deposit of the Escrow Material, the title to the media upon which the Escrow Material is deposited ("Media") only is transferred to Escrow Agent. Upon delivery of the Escrow Material back to Licensor, the title to the Media will transfer back to the Licensor. If the Escrow Material is released to the Licensee, the title to the Media only will transfer to the Licensee.
- 10.2 The Intellectual Property Rights in the Integrity Testing report, if any, will remain vested in Escrow Agent. Licensor and Licensee will each be granted a non-exclusive right and license to use the Integrity Testing report for the purposes of this Agreement and their own internal purposes only.

## **11 Integrity Testing**

- 11.1 Escrow Agent will bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of the Escrow Material received by Escrow Agent under this Agreement.
- 11.2 As soon as practicable after the Escrow Material has been deposited with Escrow Agent, Escrow Agent will apply its Integrity Testing processes to the Escrow Material only if instructed to do so by both Licensor and Licensee within 28 days of Escrow Agent's receipt of the Escrow Material.

## **12 Escrow Agent's Liability**

- 12.1 Nothing in this Clause 12 excludes or limits the liability of Escrow Agent for gross negligence or intentional misconduct.
- 12.2 Subject to Clause 12.1, Escrow Agent will not be liable for:
  - 12.2.1 any loss or damage caused to either Licensor or Licensee except to the extent that such loss or damage is caused by the negligent acts or omissions or a breach of any contractual duty by Escrow Agent, its employees, agents or sub-contractors, and in such event, Escrow Agent's total liability with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, will not exceed the sum of \$250,000 (two hundred and fifty thousand US dollars); and
  - 12.2.2 any special, indirect, incidental or consequential damages whatsoever.
- 12.3 Escrow Agent will not be responsible in any manner whatsoever for any failure or inability of Licensor or Licensee to perform or comply with any provision of this

**Agreement.**

- 12.4 Escrow Agent will not be liable in any way to Licensor or Licensee for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.
- 12.5 Escrow Agent will not be required to make any investigation into, and will be entitled in good faith without incurring any liability to Licensor or Licensee to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.

**13 Indemnity**

- 13.1 Except for any claim falling within the provisions of Clause 12.1, Licensor and Licensee involved in the dispute or litigation jointly and severally agree at all times to indemnify and hold harmless Escrow Agent in respect of all of its legal and all other costs (including reasonable attorney's fees), fees and expenses incurred directly or indirectly as a result of being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between the Licensor and the Licensee in relation to this Agreement to the extent that this Agreement does not otherwise provide for reimbursement of such costs.
- 13.2 Licensor will assume all liability and will at all times indemnify and hold harmless Escrow Agent and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs (including reasonable attorney's fees), professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by Escrow Agent, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any acts or omissions of Escrow Agent in respect of the Escrow Material as contemplated under this Agreement.

**14 Term and Termination**

- 14.1 This Agreement and any Deposit Account Agreement will continue until terminated in accordance with this Clause 14.
- 14.2 If Licensor or Licensee, as the case may be, fails to pay an invoice addressed to it for services under this Agreement and/or any Deposit Account Agreement within 30 days of its issue, Escrow Agent reserves the right to give that party written notice to pay the outstanding invoice within 30 days. If Licensor has not paid its invoice by the expiry of the 30 day notice period, Escrow Agent will give Licensee(s) a period of 30 days to pay Licensor's invoice. If Licensor or Licensee (as appropriate) has not paid its invoice after being given notice in accordance with this Clause, Escrow Agent will have the right to terminate this Agreement, the relevant Deposit Account Agreement or the registration of Licensee (as appropriate) without further notice. Any amounts owed by Licensor but paid by Licensee(s) will be recoverable by Licensee(s) direct from Licensor as a debt and, if requested, Escrow Agent may provide appropriate documentation to assist in such recovery.

- 14.3 Upon termination of this Agreement and/or a Deposit Account Agreement in their entirety under the provisions of Clause 14.2, for 30 days from the date of termination Escrow Agent will make the Escrow Material available for collection by Licensor or its agents from the premises of Escrow Agent during office hours. After such 30 day period Escrow Agent will have the authority to destroy the Escrow Material.
- 14.4 Notwithstanding any other provision of this Clause 14, Escrow Agent may resign as escrow agent hereunder and terminate this Agreement and/or a Deposit Account Agreement(s) by giving sixty (60) days written notice to Licensor and Licensee(s). If this Agreement and/or a Deposit Account Agreement is terminated in its entirety, Licensor and Licensee(s) must appoint a mutually acceptable new custodian on similar terms and conditions to those contained in this Agreement. If a new custodian is not appointed within 21 days of delivery of such notice, Licensor or Licensee(s) will be entitled to request that JAMS appoint a suitable new custodian upon terms and conditions consistent with those in this Agreement. Such appointment will be final and binding on Licensor and Licensee(s). If Escrow Agent is notified of the new custodian within the notice period, Escrow Agent will forthwith deliver the Escrow Material to the new custodian. If Escrow Agent is not notified of the new custodian within the notice period and this Agreement and/or a Deposit Account Agreement has been terminated in its entirety, Escrow Agent will return the Escrow Material to Licensor.
- 14.5 Licensee may terminate any and all Deposit Account Agreements in respect of itself only at any time by giving sixty (60) days prior written notice to Escrow Agent.
- 14.6 If the License Agreement with a Licensee has expired or has been lawfully terminated, then Licensee must give notice to Escrow Agent within 14 days thereof to terminate its interest under the relevant Deposit Account Agreement(s), failing which, Licensor will be entitled to give written notice to Escrow Agent to terminate the relevant Licensee's interests under the relevant Deposit Account Agreement(s). Upon receipt of such a notice from Licensor, Escrow Agent must notify Licensee of Licensor's notice to terminate. Unless within 30 days of Escrow Agent giving such notice to Licensee, Escrow Agent receives a counter-notice from Licensee disputing the termination of the License Agreement, then Licensee will be deemed to have consented to such termination, and Licensee's rights under the relevant Deposit Account Agreement will immediately automatically terminate. Any disputes arising under this Clause will be dealt with in accordance with the dispute resolution procedure in Clause 8.
- 14.7 Subject to Clause 14.6, Licensor may only terminate the interests of any Licensee under a Deposit Account Agreement with the written consent of that Licensee.
- 14.8 Subject to Clause 14.6, Licensor may only terminate this Agreement or a Deposit Account Agreement in its entirety with the written consent of all Licensees. If there are no remaining Licensees with a Deposit Account Agreement, Licensor may then terminate this Agreement, with or without cause, upon written notice to Escrow Agent and request immediate return of all Escrow Material.

- 14.9 A Deposit Account Agreement will automatically immediately terminate in respect of a Licensee upon release of the Escrow Material to that Licensee in accordance with Clause 7.
- 14.10 If this Agreement or a Deposit Account Agreement is superseded and replaced by a new agreement in respect of the Escrow Material, this Agreement and/or the relevant Deposit Account Agreement will, upon the new agreement becoming effective in respect of a Licensee, automatically terminate in respect of that Licensee. When this Agreement and/or a Deposit Account Agreement has been terminated in respect of all Licensees who are registered under it, it will immediately terminate in its entirety. The relevant party or parties must request Escrow Agent to either transfer the Escrow Material to the new agreement or ask Licensor under the new agreement to deposit new material. If new material is deposited, upon its receipt, Escrow Agent must, unless otherwise instructed by Licensor, destroy the Escrow Material.
- 14.11 The termination of this Agreement and/or a Deposit Account Agreement in respect of a Licensee will be without prejudice to the continuation of this Agreement and/or the Deposit Account Agreement in respect of any other Licensees.
- 14.12 If any terminations of Licensees' interests under this Agreement and/or a Deposit Account Agreement result in there being no Licensees registered under this Agreement and/or the Deposit Account Agreement, unless otherwise instructed by Licensor, this Agreement and/or the Deposit Account Agreement will continue and the Escrow Material will be retained by Escrow Agent pending registration of other Licensees.
- 14.13 The provisions of Clauses 1, 4.1, 6, 9, 10, 11.1, 12, 13, 14.13 to 14.15 (inclusive) and 15 will continue in full force after termination of this Agreement.
- 14.14 On and after termination of this Agreement and/or a Deposit Account Agreement, Licensor and/or Licensee(s) (as appropriate) will remain liable to Escrow Agent for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.
- 14.15 The termination of this Agreement and/or a Deposit Account Agreement, however arising, will be without prejudice to the rights accrued to the parties prior to termination.

## **15 General**

- 15.1 Licensor and Licensee(s) must notify Escrow Agent and each other, within 30 days of its occurrence, of any of the following:
- 15.1.1 a change of its name, principal office, contact address or other contact details; and
  - 15.1.2 any material change in its circumstances that may affect the validity or operation of this Agreement or a Deposit Account Agreement.

- 15.2 This Agreement will be deemed entered into in California and will be governed by and construed according to the laws of the state of California, excluding that body of law known as conflict of law. The parties agree that any dispute arising under this Agreement, except as provided in Clause 8, will be resolved in the state or federal courts in Los Angeles, California and the parties hereby expressly consent to the jurisdiction thereof.
- 15.3 This Agreement and the relevant Deposit Account Agreement together with any relevant Order Form and, in respect of each Licensee, their Registration Agreement, and any relevant Escrow Agent standard terms and conditions including Escrow Agent escrow terms and conditions represent the whole agreement relating to the escrow arrangements between Escrow Agent, Licensor and that Licensee for the Software and will supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between these documents, the terms of this Agreement will prevail.
- 15.4 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder will be validly given or made if delivered by hand or courier or if dispatched by certified or registered mail (airmail if overseas) addressed to the address specified for the parties in this Agreement or their Registration Agreement (or such other address as may be notified to the parties from time to time) or if sent by facsimile message to such facsimile number as has been notified to the parties from time to time and will be deemed to have been received:
- (i) if delivered by hand or courier, at the time of delivery;
  - (ii) if sent by certified or registered mail (airmail if overseas), 3 business days after posting (6 days if sent by airmail);
  - (iii) if sent by facsimile, at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.
- 15.5 Except where Licensor or Licensee merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement and the relevant Deposit Account Agreement, Licensor and Licensee may not assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other parties.
- 15.6 Escrow Agent will be entitled to transfer or assign this Agreement upon written notice to both Licensor and all Licensees upon at least 60 days prior written notice to all parties.
- 15.7 This Agreement will be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.
- 15.8 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision will be enforced to the maximum extent permitted by law and that such provision will be deemed to be amended accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it will, to the extent of such

illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement will continue in full force and effect.

15.9 Except as expressly provided in this Agreement, no amendment or variation of this Agreement or a Deposit Account Agreement will be effective unless in writing and signed by a duly authorized representative of each of the parties to it.

15.10 The parties will not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties will be entitled to terminate this Agreement by giving one month's notice in writing.

15.11 No waiver by any party of any breach of any provisions of this Agreement will be deemed to be a waiver of any subsequent or other breach and, subject to Clause 7.6, no failure to exercise or delay in exercising any right or remedy under this Agreement will constitute a waiver thereof.

15.12 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed will be deemed to be an original and all of which together will constitute one and the same agreement.

Signed for and on behalf of Licensor

Name: Compulink Management Center, Inc. | *Lynn Tagami*

Position: *V.P. of operations* | (Authorized Signatory)

Date: *8/13/2014*

Signed for and on behalf of NCC Group Escrow Associates, LLC

Name: *Grayson Burnhart* | *[Signature]*

Position: *Sales Manager* | (Authorized Signatory)

Date: *8/14/14*

# ATTACHMENT E — ASSUMPTIONS

## MCCI ASSUMPTIONS

### MASTER SERVICES AGREEMENT

Please see Exhibit A for MCCI's Sample Master Service Agreement.

### TECHNICAL SUPPORT

Clients may contact MCCI support via MCCI's Online Support Center, email ([support@MCCInnovations.com](mailto:support@MCCInnovations.com)), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

### PROFESSIONAL SERVICES

#### CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

#### CONFIGURATION ASSISTANCE

Many of MCCI's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

#### TRAVEL

MCCI will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

#### SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

### RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

### PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCI. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) if such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack By MCCI
- Laserfiche EnerGov Integration by MCCI
- Laserfiche Neogov Integration by MCCI
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

### CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCI's help. MCCI is not responsible for any damages caused by the user's customization of the system not performed by MCCI. MCCI will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software manufacturers may affect any customizations made by entities other than MCCI. If MCCI's help is required to correct/update any customizations made by any entity other than MCCI, appropriate charges will apply.

### CLIENT INFORMATION TECHNOLOGY ASSISTANCE



For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have “in-house” technical support, it is Client’s responsibility to make available the appropriate Information Technology resources/consultant when needed.

## GENERAL SERVICES

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package’s cost and/or schedule justifying a change order.

- MCCi’s completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client’s requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi’s submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys’ fees) to the extent arising from MCCi’s access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client’s personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi’ personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- Projects enter “On-Hold” status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.

## SCANNING SERVICES

### DELIVERABLE ACCEPTANCE CRITERIA

- Both Parties acknowledge that the acceptance period noted herein is in conflict with the Master Agreement and the terms defined below take precedence.
- MCCi's delivery of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in the original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within the Acceptance Period (defined below).
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have 30 days after MCCi delivers the Deliverable to Client (the "Acceptance Period") to give written notice to MCCi specifying the deficiencies in reasonable detail.
  - MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
  - Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
  - Notwithstanding the foregoing, if Client fails to reject any Deliverable within 30 days, such Deliverable shall be deemed accepted.

### GENERAL

- Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.
- Client agrees that the work described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this Order.
- MCCi maintains partnerships for the purpose of offering additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project will be handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.

- Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Basecamp.

## DOCUMENTS

- Client understands that MCCi will process every image supplied to MCCi by Client as furnished. Client is responsible for removing any documents before shipping to MCCi for processing.
- Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion. Upon completion of scanning, MCCi will return the documents to the Client in the order as received from Client but not placed back into their file folders/envelopes or re-prepped unless specifically stated otherwise in the Project Scope.
- Client is required to package all materials per MCCi's instructions prior to shipment/delivery of materials to MCCi's facility. If Client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one (1) shipment. At the time of updating or if additional trips are required due to Client not having all the documents ready for pick up, additional charges will be applied. If Client chooses to ship via a certified carrier, Client incurs all shipping costs.
- MCCi will extract images contained on film/fiche and migrate them to Laserfiche or to another industry standard format as requested by Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCi is not responsible for the accuracy of existing image quality, such as black borders, skewed images, blurry images, non-legible images, continuous images, or other errors that are not controllable by MCCi. Unless otherwise specified in the Project Scope, MCCi will index by the roll/card number or unique identifier.

## DOCUMENT & DATA STORAGE

- MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to Client after completion of scanning. If documents reside at MCCi facilities for a period longer than 90 days after converted electronic data is delivered to Client, storage charges of \$2.50 per cubic foot per month will apply.
- MCCi is not responsible for maintaining a copy of Client data, with the exception of clients who subscribe to MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. If Client requires MCCi to delete copies of its data prior to MCCi's standard process of deleting data, Client is responsible for submitting an official request in writing and for obtaining confirmation of data deletion.

## LASERFICHE

Laserfiche system clients with a pre-existing template are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project.

## LASERFICHE SELF-HOSTED ASSUMPTIONS

*The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.*

## HARDWARE REQUIREMENTS & INSTALLATION

Client is responsible for ensuring they meet the recommended hardware requirements, which are available upon request. One (1) of each of the following components will be installed as part of Client's Laserfiche solution by default unless Pricing section states otherwise:

### LASERFICHE RIO

- |   |                              |
|---|------------------------------|
| ▪ Laserfiche Server                       | ▪ Directory Server (LFDS)* † |
| ▪ Windows Client & Administration Console | ▪ Workflow                   |
| ▪ Web Client*                             | ▪ Forms*                     |
| ▪ Mobile Server                           | ▪ Discussions*               |

- Federated Search\*
- Import Agent (if purchased)
- Audit Trail

#### **LASERFICHE AVANTE**

- Laserfiche Server
- Windows Client & Administration Console
- Web Client\*
- Mobile Server
- Audit Trail (if purchased)
- Directory Server (LFDS)\* †
- Workflow
- Forms\*
- Import Agent (if purchased)

#### **LASERFICHE SUBSCRIPTION**

- Laserfiche Server
- Windows Client & Administration Console
- Web Client\*
- Mobile Server
- Federated Search\*
- Directory Server (LFDS)\* †
- Import Agent
- Workflow (Professional/Business only)
- Forms\* (Professional/Business only)
- Audit Trail

*\*Requires SSL/TLS Certificate. Client is responsible for acquiring and installing prior to Laserfiche implementation. Certificate requirements for Laserfiche Directory Server can be [found here](#).*

*†Required for all Rio and Avante systems and cannot be removed.*

**Note:** *Configuring a test environment, setting up an external DMZ, and/or setting up failover/load balancing are not included by default and must be detailed and priced in the applicable Statement of Work to be implemented.*

### **LASERFICHE END USER LICENSE AGREEMENT (EULA)**

By accepting this Order, Client acknowledges Laserfiche’s EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

### **LASERFICHE SOFTWARE SUPPORT PLAN**

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with self-hosted Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Self-hosted Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

#### **ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:**

- Easy remote access to MCCi’s team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche’s then current policy
- Continued access to Client’s Laserfiche solution\*

*\* Specific to Laserfiche Cloud and Laserfiche self-hosted Subscription licensed Clients*

#### **POLICIES**

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid, and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client’s behalf.
- For platform upgrades, software and support credit eligibility is determined by Laserfiche’s then current policy. To receive any available software or support credit, Client’s support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client’s existing or future service period, which is dependent on Laserfiche’s then current policy and the timing of the expansion order vs. the

Client's annual service period renewal date (i.e., prorating for less than four months may not be permissible due to the timing of renewal invoicing.)

## **LATE PAYMENTS**

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
- Laserfiche self-hosted Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche self-hosted Subscription Clients must reactivate the self-hosted Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual self-hosted Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired. Laserfiche Reinstatement Fee amounts and the overall policy are subject to change and will be based on Laserfiche's then current policy at the time of occurrence.

## **INTEGRATIONS**

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

## **LASERFICHE SOLUTION PROVIDER OF RECORD**

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

## **LASERFICHE RIO SHARED SERVICES PROVISIONS**

The Host Entity is the owner of the Laserfiche licensing and is registered as such with MCCi and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform and for being the main point of contact for support provided through MCCi. The account can only be renewed once all entities have paid for the full LSAP.

## **LASERFICHE CLOUD ASSUMPTIONS**

*The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.*

## REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

## LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which [is](#) made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

## LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

### ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

## POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid, and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than 4 months may not be permissible due to the timing of renewal invoicing.)

## LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
  - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
  - Access to Client's Laserfiche Cloud solution will be turned off after 30 days and Client's access.
  - Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
  - Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
  - Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
  - Cloud products cancelled 30+ days after the renewal date are nonrefundable.
  - Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

## OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

## DATA RESTORATION SERVICES

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

## LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

## MANAGED CLOUD ASSUMPTIONS

*The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.*

### REQUIREMENTS

Managed Cloud, as with all cloud-based services, requires sufficient internet bandwidth (both upload and download) to ensure an acceptable experience for end users. Client is responsible for ensuring internet bandwidth sufficient for Client's environment (site locations and number of users).

### SUBSCRIPTION TERM

Subscriptions for Managed Cloud are for one (1) year periods ("**Term**") and can be prorated longer to match other solution support/subscription renewal dates. The subscription term will begin once the Azure environment has been activated. This is not contingent upon a completed implementation. Client is still responsible to adhere to the Microsoft terms of service (e.g., EULA, AUP, etc.).

### FEE INCREASES:

- Adjustment to fees related to an increase in the level of service requested/authorized by Client will be made at the time of such changes in service becoming available to Client.
- MCCi will not increase fees more than once over a 12-month period.
- **Third-Party License Fees:** In the event that a third-party license provider increases the fee they charge MCCi for Client's use of such license, we will increase Client's fees by the same percentage amount, provided we notify Client in writing at least 90 days before the effective date of the price increase.

### LATE PAYMENT POLICY

- If payment is not received before Client's renewal date, Client's Managed Cloud subscription will expire. Please allow up to five (5) business days for MCCi to process payment.
- If Client's Managed Cloud subscription is expired for 30 days or more, Client's service will be suspended, and Client will have no access to Client's Managed Cloud environment.

- If Client's Managed Cloud subscription is not paid after 60 days of Client's renewal date, Client's account will be terminated, and Client's data deleted.

## REINSTATEMENT FEES

- After Client's Managed Cloud subscription has expired, MCCi will move Client's renewal date to date paid, inclusive of applicable reinstatement fees.
- Reinstatement Fees = 20% of Annual Subscription

## AZURE HOSTING

MCCi offers its Managed Cloud service with Azure hosted infrastructure, as well as fully Managed Service options, all through its partnership with Azure.

Client acknowledges the following terms, conditions, and limitations (and accepts that MCCi's liability and responsibility is limited by the following):

- Client shall have no rights against Azure in connection with the Infrastructure as a Service (IaaS) sold by MCCi.
- Client agrees to abide by the Microsoft license terms: <https://azure.microsoft.com/en-us/support/legal/>.
- MCCi does not promise that the services will be uninterrupted, error-free, or completely secure. Client acknowledges that there are risks inherent in internet connectivity that could result in the loss of Client's privacy, client data, confidential information, and property.
- MCCi has no liability for loss of data to the extent the data has changed since the last backup as defined in the Order.
- **Prohibition of high-risk use:** Client may not use the Managed Cloud service in any situation where failure or fault of the hosting services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, Client may not use or permit any other person to use the hosting services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.

## AZURE TERMS OF SERVICE:

Client agrees to abide by the Azure service terms: <https://azure.microsoft.com/en-us/support/legal/subscription-agreement/government/>

## IP ADDRESSES

The IP addresses allocated to Client's Hosted System during the term of the Agreement are managed by MCCi, and MCCi will retain these IP addresses after termination of the Order, meaning that they may not be transferred or utilized by Client after termination of the Order.

## SECURITY

MCCi will use every reasonable effort to prevent the unauthorized access, use or disclosure of client data and direct client information located on MCCi servers, including the implementation of industry-standard measures designed to maintain the security of such data. Client acknowledges, however, that MCCi cannot guarantee the security of such data given the nature of the Internet.

## BACKUP & DATA RESTORATION SERVICES

### SCHEDULE

- Daily snapshot of all VM OS and attached storage disks.

### RESTORATION

- Client may receive assistance to restore data which is may have been lost as a result of its own actions. Additional fees may apply.

## DATA MIGRATION SERVICES

Existing clients may receive assistance to migrate data from their existing servers. Since each client's needs are different, this migration will be quoted separately and is not included in MCCi's standard packages.

Should Client choose to move away from their Managed Cloud hosted environment, additional costs will apply for MCCi to assist with the data migration.

## **ABBYY ASSUMPTIONS**

*The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.*

### **HARDWARE REQUIREMENTS**

- Client is responsible for ensuring they meet the recommended hardware requirements. Client must have SSL certificates configured.

### **ABBYY END USER LICENSE AGREEMENT (EULA)**

By accepting this Order, Client acknowledges ABBYY's EULA and agrees to abide by its terms and absolve MCCi of any ABBYY product-related liability.

### **ABBYY SUPPORT, MAINTENANCE AND UPGRADE ASSURANCE SERVICES (SMUA)**

- Ensures Client's product always perform at optimum levels
- Provides access to a personal team of dedicated product specialists
- Provides 1<sup>st</sup> Tier Support from MCCi (provided remotely through GoToMeeting)

These services apply to patches, updates, version upgrades and verified defects for supported products as noted in annual software licensee services agreement.

### **ABBYY SOFTWARE**

- Client understands that the accuracy of the output when using Capture Software such as ABBYY, is dependent upon the quality of source records and that is highly unlikely to be 100% accurate.

## **BLUE PRISM ASSUMPTIONS**

*The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.*

### **HARDWARE REQUIREMENTS**

Client is responsible for ensuring they meet the recommended hardware requirements.

### **BLUE PRISM END USER LICENSE AGREEMENT (EULA)**

By accepting this Order, Client acknowledges Blue Prism's EULA and agrees to abide by its terms and absolve MCCi of any Blue Prism product-related liability.

### **ASSUMPTIONS**

- Client will host Blue Prism software on their own infrastructure and will manage the security and all aspects of such infrastructure; Client will make infrastructure available within a timeframe that does not jeopardize agreed upon timelines.
- Client will establish, manage, and be responsible for all software application security credentialing.

## **UIPATH ASSUMPTIONS**

*The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.*

## **HARDWARE REQUIREMENTS**

Client is responsible for ensuring they meet the recommended hardware requirements.

## **UIPATH END USER LICENSE AGREEMENT (EULA)**

As part of Client's account activation process, UiPath requires acceptance of the UiPath License Terms, which can be found at <https://www.uipath.com/legal/trust-and-security/legal-terms>

- By accepting this Order, Client acknowledges UiPath Terms and agrees to abide by and absolve MCCi of any UiPath product-related liability.

## **ASSUMPTIONS**

- Client will host UiPath software on their own infrastructure and will manage the security and all aspects of such infrastructure; Client will make infrastructure available within a timeframe that does not jeopardize agreed upon timelines.
- Client will establish, manage, and be responsible for all software application security credentialing.

## **ONESPAN ASSUMPTIONS**

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*To determine which licenses are applicable, please refer to the [Pricing](#) section. Client's specific implementation may not include all features below.*

## **TRANSACTIONS**

One (1) transaction can include up to 10 documents. Additional documents will result in an additional transaction. If a client exceeds their subscribed transaction total, Client will be charged at the same rate for the additional transactions.

## **ALIGNMENT WITH RENEWAL**

If Client desires for the OneSpan subscription to align with an existing MCCi renewal, a minimum of 12 months support is required. For example, if Client's renewal date is three (3) months away, 15 months support will be billed. The OneSpan renewal will be invoiced separately from other solution renewals.

## **JUSTFOIA ASSUMPTIONS**

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*The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.*

## **REQUIREMENTS**

Please see Exhibit B for JustFoia's Assumptions, Terms and Conditions.

# EXHIBIT A: SAMPLE MASTER SERVICES AGREEMENT

This Master Services Agreement No. XXXX (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**."

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

## 1. **Scope of Service**

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (each, and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap, or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification, or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

## 2. **Fees**

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

## 3. **Invoicing and Payment**

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges, and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of

interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay amounts equal to any federal, state, or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4.
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date.

Once payment has been received, no refunds for Recurring Services are available.

#### **4. Term, Termination, and Cancellation**

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted

by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

#### **5. Working Arrangements**

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

#### **6. MCCi Personnel**

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi remain responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

#### **7. Non-Solicitation**

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

#### **8. Confidential Information**

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

**"Confidential Information"** means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential

Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

#### **9. Intellectual Property**

Unless otherwise specified in any Order, or subject to a third party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title, and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing

any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder (“**Pre-existing Work**”), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi’s obligations respecting Client’s Confidential Information pursuant to Section 8.

#### **10. Data Privacy**

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to “**Personal Information**” (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual’s name and social security number, driver’s license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that has agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

#### **11. Warranty**

##### **(a) Services Warranty.**

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiar with the subject matter for the Order in a professional, competent, and workman-like manner.

MCCi’s delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services, or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi’s submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies.

After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT’S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT’S REMEDIES, AND MCCI’S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT’S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCI HAS NO LIABILITY ASSOCIATED THERewith.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi’s responsibility hereunder (including any problem with Client’s computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi’s then standard rates.

##### **(b) General Warranty.**

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign

Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

## **12. Indemnification and Limitation of Liability**

Each Party ("**Indemnifying Party**") shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party.

### **(g) MCCi Indemnification.**

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by an entity other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

### **(h) Client Indemnification.**

If the Services require MCCi to access or use any third party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third party products. Should MCCi provide third party licensed software hereunder, Client will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

### **(i) Indemnification Procedure.**

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (c) at indemnifying Party's cost, all reasonable assistance.

### **(j) Limitation of Liability.**

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCI BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCI'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO \$500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

## **13. Insurance**

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate

- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

**14. Notices**

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to MCCi</u>	<u>If to Client:</u>
MCCi, LLC	Client Name
3717 Apalachee Parkway	Client Street Address
Suite 201	
Tallahassee, FL 32311	City, State, Zip
Attn: Legal Department	Attn: Client Legal Contact
Email: <a href="mailto:legal@mccinnovations.com">legal@mccinnovations.com</a>	Email: Client Email

**15. Miscellaneous**

**(a) 3rd Party EULA Provisions.**

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies and/or terms and conditions or similar requirements ("EULA"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

**(b) Use of Open-Source Code.**

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open - Source Materials includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar "public" licenses.

**(c) Client Software Customizations.**

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

**(d) MCCi Software Configuration Services.**

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

**(e) Compliance with Laws.**

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

**(f) Equal Opportunity.**

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

**(g) Excluded Parties List.**

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

**(h) Force Majeure.**

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

**(i) Audit Rights.**

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

**(j) Assignment.**

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or

substantially all of the capital stock, assets or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

**(k) Modification.**

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

**(l) Provisions Severable.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

**(m) Dispute Resolution.**

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

**(n) Interpretation.**

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

**(o) Publicity.**

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

**(p) Entire Agreement.**

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the

Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

**(q) Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**(r) Governing Law.**

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

**(s) Bench Trial.**

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

**(t) No Class Actions.**

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**(u) Limitation Period.**

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

*(Remainder of Page Intentionally Left Blank; Signature Page Follows)*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**MCCI, LLC**

**CLIENT LEGAL NAME ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CLIENT STREET ADDRESS  
CITY, STATE, ZIP

# EXHIBIT B – JUSTFOIA ASSUMPTIONS, TERMS & CONDITIONS

THESE ASSUMPTIONS, TERMS AND CONDITIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION. THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER

## WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER PRIVACY, CUSTOMER DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

**JustFOIA Warranties.** JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like (“Malicious Code”) to Customer, provided that if Customer or a user uploads a file containing Malicious Code into the Solution Customer shall be liable for the same; and (iv) to JustFOIA’s knowledge, Customer’s use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party. JustFOIA also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

The warranties herein are void to the extent of any Customer failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Customer without JustFOIA’s written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

**Customer Warranties.** Customer warrants that JustFOIA’s use of Customer data and/or any other item provided by Customer, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Customer warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

## LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Customer and Customer accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Customer are reserved by JustFOIA.

## CUSTOMER RESPONSIBILITIES

Files and other content that JustFOIA may provide to Customer may be protected by intellectual property rights of others. Customer will not copy, upload, download, or share files unless Customer has the right to do so. Customer, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded or otherwise used while using the Solution. Customer will not upload malware or any other malicious software to the Solution. Customer is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

## ACCEPTABLE USE POLICY

Customer agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Customer may only upload public and non-confidential data to the Solution. Customer acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA’s obligations and liability and Customer’s rights are limited by the same. Further, JustFOIA neither accepts liability for,

nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

## INFORMATION & PRIVACY

By using the Solution, Customer will be providing JustFOIA with information. Customer retains full ownership to its information, and JustFOIA does not assert ownership. These Assumptions, Terms & Conditions do not grant JustFOIA any rights to Customer’s information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Customer’s permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Customer hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA’s obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Customer is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Customer’s responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

## INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution’s features). These third parties may have access to Customer’s information only for purposes of performing these tasks on JustFOIA’s behalf and under obligations similar to those in JustFOIA’s privacy policy.

The parties acknowledge that in the course of the relationship between Customer and JustFOIA, each may receive Confidential Information (as defined below) of the other party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance of the applicable party’s obligations. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by the Order. All JustFOIA personnel assigned by JustFOIA to Customer will sign appropriate forms of confidentiality agreements on or prior to their start date.

“**Confidential Information**” means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the “**Recipient**”) prior to the time of disclosure by the other party (the “**Disclosing Party**”); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Order, these Assumptions, Terms & Conditions or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third-party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of the Order for a period of three (3) years thereafter.

## INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title, or interest. Except the license grant herein, all rights to the Solution and all services surrounding the same are and remain with JustFOIA. Customer shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Customer during the Subscription Period.

Except for the license grants hereunder, as between Customer and JustFOIA, Customer retains all rights to Customer data and information.

## ACCOUNT SECURITY

Customer is responsible for safeguarding the passwords that are used to access the Solution and agrees not to disclose passwords to any third-party. Customer is responsible for any activity using its account, whether or not it authorized that activity. Customer will immediately notify JustFOIA of any unauthorized use of Customer's account. Customer acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Customer's responsibility to use a secure network to communicate with the Solution.

## DATA RETENTION & ACCESS

JustFOIA will retain Customer's information for as long as its account is active or as needed to provide the Solution. If Customer wishes to cancel its account or request that JustFOIA no longer use Customer's information to provide the Solution, Customer may request that JustFOIA delete its account. JustFOIA may retain and use Customer's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, JustFOIA will try to delete Customer's information quickly upon request. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Customer information from its server's files that Customer has in common with other users. Customer understands and agrees that once the Customer instance of the Solution is decommissioned, JustFOIA may not be able to provide Customer a copy of the data included therein. Customer agrees that it will back up all Customer information that it requires. JustFOIA may decommission any environment after 45 days of Customer not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment.

## NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website, including, without limitation, availability, accuracy, the related content, products, or services. Customer is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services. JustFOIA or third parties may from time to time make available to Customer third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Customer of such non-JustFOIA products or services, and any exchange of data between Customer and any non-JustFOIA provider, is solely between Customer and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Customer is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Customer information. If Customer installs or enables non-JustFOIA applications for use with the Solution, Customer acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Customer information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Customer information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Customer to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Customer agrees to hold JustFOIA harmless from and indemnify JustFOIA against any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Customer information as a result of use of non-JustFOIA applications or access to Customer information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services. The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize .net, or Paypal applications). To use such features, Customer may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Customer to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

## INDEMNIFICATION & LIMITATION OF LIABILITY

### (K) General Indemnification.

JustFOIA ("**Indemnifying Party**") shall indemnify, defend, and hold the Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third-party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party and related to:

- Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under the Order;
- A breach of the Indemnifying Party's obligations with respect to confidentiality;
- A breach by the Indemnifying Party of applicable laws;
- The grossly negligent acts, or willful misconduct of the Indemnifying Party.

### (I) Intellectual Property Indemnification.

JustFOIA shall defend, indemnify, and hold Customer harmless against Claims made or brought against Customer by a third-party alleging that the use of the Solution, as provided to Customer under the applicable Order hereto and used in accordance with the Order and relevant documentation, infringes any third-party's intellectual property rights. Notwithstanding the foregoing, JustFOIA shall not be required to indemnify Customer to the extent the alleged infringement: (x) is based on information or requirements furnished by Customer, (y) is the result of a modification made by a party other than JustFOIA, or (z) arises from use of the Solution in combination with any other product or service not provided or approved in writing by JustFOIA. If Customer is enjoined from using the Solution, or JustFOIA reasonably believes that Customer will be so enjoined, JustFOIA shall have the right, at its sole option, to obtain for Customer the right to continue use of the Solution or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to JustFOIA, then the Order and/or applicable addendum may be terminated at either party's option, and JustFOIA's sole liability shall be subject to the limitation of liability provided in this Section.

### (m) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED

ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH THE ORDER, THE SERVICES, DELIVERABLES AND/OR SOLUTION PROVIDED, OR CUSTOMER'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOLUTION, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO JUSTFOIA BY CUSTOMER UNDER THE APPLICABLE ORDER OR ADDENDUM, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) INDEMNITOR IS NOT REQUIRED TO SPEND MORE THAN \$100,000 PURSUANT TO THIS SECTION, INCLUDING WITHOUT LIMITATION ON ATTORNEYS' FEES, COURT COSTS, SETTLEMENTS, JUDGEMENTS, AND REIMBURSEMENT OF COSTS.

The parties acknowledge that the limitation of warranties and liabilities as set out in this Order are an essential basis of this Order between the parties and that the prices agreed to be paid by Customer for Solution reflect these limitations.

## INSURANCE

During the term of this Order, JustFOIA shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

JustFOIA, at Customer's request, will name Customer as an additional insured under the Comprehensive General Liability policy. JustFOIA represents that Customer is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

## GOVERNMENT PROVISIONS

The provisions below are applicable only if Customer is a city, state, or other governmental entity and then only to the extent required by laws rules and regulations applicable to such entity.

### (a) Compliance with Laws.

To the extent applicable to the parties each party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Solution and the performance of the Order.

### (b) Equal Opportunity.

To the extent applicable to the parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

### (c) Excluded Parties List.

To the extent required by law, JustFOIA agrees to immediately report to Customer if a JustFOIA employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

## MISCELLANEOUS

### (v) Force Majeure.

If either of the parties hereto are delayed or prevented from fulfilling any of its obligations under the Order by force majeure, said parties shall not be liable

under the Order for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

### (w) Audit Rights.

With reasonable notice and at a convenient location, Customer will have the right to audit JustFOIA's records to verify that JustFOIA's invoicing to Customer is correct.

In addition, should any of Customer's regulators legally require access to audit JustFOIA records, JustFOIA will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be JustFOIA Confidential Information.

Customer shall bear all costs associated with audits.

### (x) Assignment.

Neither party may assign or otherwise transfer any of its rights, duties, or obligations under the Order without the prior written consent of the other party. Either party, however, without any requirement for prior consent by the other, may assign the Order and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such party under the Order. The Order shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and permitted assignees.

### (y) Publicity.

JustFOIA may use the name of Customer, the existence of this Order and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Customer Confidential Information.

### (z) Provisions Severable.

If any provision in the Order is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from the Order and the remaining provisions will continue in full force.

### (aa) Relationship of Parties.

JustFOIA's relationship to the Customer is solely that of an independent contractor and nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Order.

### (bb) Payment

Once payment has been received, no refunds for Recurring Services (Annual Subscriptions) are available.

### (cc) Notices.

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

JustFOIA, Inc.  
3717 Apalachee Parkway, Suite 201  
Tallahassee, FL 32311  
Attn: Legal Department  
Email: [legal@justfoia.com](mailto:legal@justfoia.com)