



Laserfiche

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Laserfiche is the leading SaaS provider of intelligent content management and business process automation. Founded in 1987, Laserfiche pioneered the paperless office and continues to focus on the company vision of empowering customers and inspiring people to reimagine how technology can transform lives. Today, Laserfiche's cloud-first development approach drives innovations in content capture, document and records management, process automation and integration technology to enable organizations in more than 80 countries to digitally transform. Customers in every industry — including federal, state and local government agencies and Fortune 1000 companies — use Laserfiche to accelerate transformation, simplify complexity and stay prepared for the future.

Click Your Industry

[Education | Government](#)

[Nonprofit](#)

Public Sector



K-12 Education



Higher Education



State & Local Government

Available through the cooperative contract with OMNIA Partners, Laserfiche offers intelligent content management and business process automation to participating public sector agencies.

- **Documents and Records Management**

Region 14 ESC - TX | 01-158

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Laserfiche Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

OVERVIEW

Laserfiche is the leading SaaS provider of intelligent content management and business process automation. Founded in 1987, Laserfiche pioneered the paperless office and continues to focus on the company vision of empowering customers and inspiring people to reimagine how technology can transform lives. Today, Laserfiche's cloud-first development approach drives innovations in content capture, document and records management, process automation and integration technology to enable organizations in more than 80 countries to digitally transform. Customers in every industry — including federal, state and local government agencies and Fortune 1000 companies — use Laserfiche to accelerate transformation, simplify complexity and stay prepared for the future.

Laserfiche software is distributed through a network of Laserfiche-trained solution providers, who are industry experts experienced with delivering tailored solutions to satisfy clients' individual needs, including public records requests, vendor management, contract management and more.

Laserfiche offers several flexible packages based on records management, process automation, integration and administrative requirements to suit the needs of government organizations of all sizes. Laserfiche is proud to serve a majority of Top Digital Cities and Counties that continuously look for ways to make government more efficient, more effective and more responsive to citizen needs.

CONTRACT INFO

Awarded Vendor:

Laserfiche

Contract Awarded:

Document and Records Management

Contract Number:

01-158

Lead Agency:

Region 14 ESC

Contract Term:

3 year term, December 8, 2022 to November 30, 2025

*Option to renew for two (2) additional one (1) year periods.



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 8th, 2022

Compulink Management Center, Inc. dba Laserfiche
ATTN: Peter Wayman
3443 Long Beach Blvd
Long Beach, CA 90807

Dear Peter:

Region XIV Education Service Center is happy to announce that Compulink Management Center, Inc. dba Laserfiche has been awarded an annual contract for Documents and Records Management on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2025. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Compulink Management Center, Inc. dba Laserfiche.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shane', is written over the printed name.

Shane Fields
Region XIV, Executive Director

Laserfiche®

NCPA

Document and Records Management RFP

Laserfiche
November 16, 2022



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

November 16, 2022

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

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

To Whom It May Concern:

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

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

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

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

Thank you for your time and consideration.

Sincerely,

DocuSigned by:
A blue ink signature of Will Talbot, written in a cursive style.
Will Talbot EF514C0...

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

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TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

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

Disclosures

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

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

Renewal of Contract

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

Funding Out Clause

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

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

Shipments (if applicable)

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

Tax Exempt Status

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

Payments

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

Adding Authorized Distributors/Dealers

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

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

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

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

Pricing

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

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

Warranty

Proposal should address the following warranty information:

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

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

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

Permits

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

Indemnity

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

Franchise Tax

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

Supplemental Agreements

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

Certificates of Insurance

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

Legal Obligations

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

Protest

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

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

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

Force Majeure

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

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

Prevailing Wage

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

Termination

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

Open Records Policy

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

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

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

SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Compulink Management Center, Inc. dba Laserfiche

Company Name

3443 Long Beach Blvd

Address

Long Beach

California

90807

City

State

Zip

562-988-1688

N/A

Telephone Number

Fax Number

notices@laserfiche.com


Email Address

Peter Wayman

President

Printed Name

Position

DocuSigned by:

55434A302F9F438...

Authorized Signature

TAB 2

NCPA ADMINISTRATION AGREEMENT

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

Recitals

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

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

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

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

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

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

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

General Terms and Conditions

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

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

Term of Agreement

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

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

Fees and Reporting

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

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

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS


National Cooperative Purchasing Alliance
Organization

Matthew Mackel
Name

Director, Business Development
Title

PO Box 701273
Address

Houston, TX 77270
Address


Signature

December 8, 2022
Date

Compulink Management Center, Inc. dba
Laserfiche

Vendor Name

Peter Wayman

Name

President

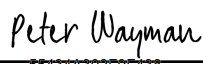
Title

3443 Long Beach Blvd

Address

Long Beach, CA 90807

Address

DocuSigned by:

Signature

11/16/2022

Date

TAB 3

VENDOR QUESTIONNAIRE

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

Locations Covered

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

<input checked="" type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input checked="" type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Mariana Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Midway Islands	

☒ All Canada Provinces and Territories

(Selecting this box is equal to checking all boxes below)

☐ Alberta☐ Prince Edward Island☐ British Columbia☐ Quebec☐ Manitoba☐ Saskatchewan☐ New Brunswick☐ Northwest Territories☐ Newfoundland and Labrador☐ Nunavut☐ Nova Scotia☐ Yukon☐ Ontario

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

☒ Yes ☐ Maybe ☐ No

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

☒ Yes ☐ Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

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

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

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

Small Business, MWBE and HUB Growth

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

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

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

☐ Yes, we have programs in place.

Residency

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

Felony Conviction Notice

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

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

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

- ☒ Manufacturer Direct ☐ Certified education/government reseller
- ☐ Authorized Distributor ☐ Manufacturer marketing through reseller
- ☐ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person Courtney Pugh

Title Assistant Program Manager

Company Compulink Management Center, Inc. dba Laserfiche

Address 3443 Long Beach Blvd

City/State/Zip Long Beach, CA 90807

Phone 562-988-1688

Email Courtney.Pugh@Laserfiche.com

Pricing Information

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

- ☒ Yes ☐ No

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

☒ Yes

☐ No

TAB 4

VENDOR PROFILE

Company's official registered name

Compulink Management Center, Inc. DBA Laserfiche

Company History

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

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

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

Dun & Bradstreet (D&B) number.

086512134

Organizational Chart



Corporate Location and Contact Info

Laserfiche Headquarters - 3443 Long Beach Blvd, Long Beach, CA 90807

Name: Will Talbot

Title: Head of Strategic Sales

Telephone: 1.562.988.1688 x 148

Mobile: 1.562.253.1499

E-mail: will.talbot@laserfiche.com

Standard terms of payment

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

Competition in the Marketplace

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

Financial Information

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

Company Differentiation

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

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

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

Marketing of the Contract if Awarded

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

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

Introduction of NCPA to Company

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

Online Ordering

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

Customer Service Department

Our support team can be reached from 6:00 A.M. to 5:00 P.M. Pacific Standard Time, Monday through Friday, excluding holidays, at: (562) 988-1688

We also have a support portal, the Laserfiche Support Site (<https://support.laserfiche.com>)

General questions may be emailed to info@laserfiche.com

Green Initiatives

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

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

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

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

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

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

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

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

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

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

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

Anti-Discrimination Policy

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

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

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

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

Vendor Certifications

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

TAB 5

PRODUCTS AND SERVICES

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

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

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

1. Categories

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

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

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

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

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

2.2 Tasks. Laserfiche will perform the following tasks:

- A.** On-site assessment/discovery interview sessions, with teams from Participating Agency's departments/divisions, to identify record repositories and processes that result in the generation of records from the following departments.
- B.** Assess current records requirements by the Participating Agency and types of records generated (e.g., data, documents, messages, hardcopies, electronic/soft copies, etc.)
- C.** Systems utilized to store records for both current and legacy documents.
- D.** Current taxonomy and metadata implemented.
- E.** Existing data inventory systems from offsite record storage providers.
- F.** Systems utilized to store records for both current and legacy documents.
- G.** Evaluation of adherence to the current Retention Schedule/Record Destruction Policy Identification and evaluation of records generated (hard copy and/or electronic) – Applicable federal, state, and local laws/regulations.
- H.** Current system used for record storage (current and archived).
- I.** Areas of potential record duplication.

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

2.3 System Capability. Laserfiche solutions:

- A.** Are compatible with all modern web browsers (Edge, Firefox, Chrome, Safari, etc.)
Laserfiche is supported on the latest versions of Chrome, Microsoft Edge (Chromium), Firefox, and Safari for iOS.
- B.** Utilize a mobile-friendly, responsive design that is compatible on iOS and Android Mobile devices
- C.** Allow Participating Agency System Administrator to configure role-based permissions and individual user permissions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

repository.

O. Identify duplicate documents within a folder

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

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

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

B. Enable the downloading and printing of documents

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

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

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

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

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

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

F. ADA Compliant Interface,

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

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

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

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

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

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

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

downloaded.

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

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

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

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

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

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

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

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

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

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

- B.** Findings Report with comprehensive findings resulting from the assessment/evaluations and onsite meeting completed.
- C.** Key Stakeholder Meeting: Conduct one on-site presentation of the gap analysis findings identified from the assessment/ evaluations and onsite meetings to the Participating Agency's identified project team.
- D.** Suggested retention processes that are applicable across various record generating processes and systems.
- E.** Include costs and strategies for implementing such automated processes across different enterprise systems.
- F.** A reduction of impacts to existing and future document users and resources, including processes that access, use, generate, store or destroy documents (including minimizing new requirements, responsibilities and processes related to managing documents).
- G.** Recommendations on maximizing the availability and accessibility of documents for business and transparency purposes.
- H.** Recommendations on minimizing the long-term costs associated with managing documents of all forms, including costs associated with onsite and offsite document filing, storing and retrieving, as well as storing and backing up electronic documents.
- I.** Recommendations on minimizing Participating Agency's liability associated with retaining and destroying documents and comply with applicable regulations and laws.
- J.** Document destruction, transference and conversion guidelines.
- K.** Identify space (internal or external) and equipment necessary for filing records. Determine if offsite records storage can be reduced for cost reduction for the Participating Agency.
- L.** General guidance on executing strategies for successful adoption of new policies, processes and procedures.
- M.** Recommendations for change management, training and other ongoing program management activities such as self-auditing.
- N.** Additional recommendations as needed.
- O.** Work Plan/Schedule for recommendations and strategies (including milestones and phases)

TAB 8

VALUE ADDED PRODUCTS AND SERVICES

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

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

TAB 9

REQUIRED DOCUMENTS

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

FEDERAL FUNDS CERTIFICATIONS

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

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

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

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

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

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

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

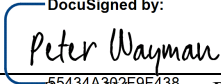
FEDERAL REQUIRED SIGNATURES

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

Offeror Compulink Management Center, Inc. dba Laserfiche

Address 3443 Long Beach Blvd.

City/State/Zip Long Beach, CA 90807

Authorized Signature 
Peter Wayman, President

Date 11/16/2022

ANTITRUST CERTIFICATION STATEMENTS TEXAS GOVERNMENT CODE § 2155.005

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name Compulink Management Center, Inc. dba Laserfiche

Address 3443 Long Beach Blvd

City/State/Zip Long Beach, CA 90807

Telephone Number 562-988-1688

Fax Number Not Applicable

Email Address notices@laserfiche.com

Printed Name Peter Wayman

Title President

Authorized Signature

DocuSigned by:
Peter Wayman
55434A302F9F438...

STATE NOTICE ADDENDUM

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

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

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

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