

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DOCUNITED IMAGING, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this       day of       , 2017, between the City of Glendale, an Arizona municipal corporation (the "City"), and DocUnited Imaging, LLC a Limited Liability Company authorized to do business in Arizona and a vendor authorized reseller of Laserfiche, collectively, the "Parties."

**RECITALS**

- A. On May 1, 2013, the National Cooperative Purchasing Alliance (NCPA)/Region 14 Education Service Center entered into a contract with Laserfiche, which uses Vendor Authorized Resellers ("VAR") to distribute its software. The City wishes to purchase the goods and services with DocUnited Imaging, LLC as the VAR of choice to purchase the goods and services described in the response to RFP #07-13, Enterprise Content Management Solution for Region 14 Education Service Center (NCPA) (the "Cooperative Purchasing Agreement"), which is attached to this Linking Agreement as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with DocUnited Imaging, LLC ("DocUnited") for supplies or services identical, or nearly identical, to the supplies or services DocUnited is providing other units of government under the Cooperative Purchasing Agreement. DocUnited consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and DocUnited desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from DocUnited pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was May 1, 2013, until the date the contract expires on May 31, 2018, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the

original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond May 31, 2018. The term of this Agreement, therefore, is the period from the Effective Date of this Agreement until May 31, 2018 when the Cooperative Purchasing Agreement expires.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. DocUnited will provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. DocUnited agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay DocUnited compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, and the schedule is attached to this Linking Agreement as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Three Hundred Eighty Thousand Dollars (\$380,000) .

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Julie Bower, City Clerk  
City Clerk's Office, Suite 455  
Glendale, Arizona 85301  
623-930-3261

and

Docunited Imaging, LLC  
c/o Susan Mosby  
4106 W Oregon Ave  
Phoenix, AZ 85019  
smosby@docunited.com  
602-615-8297

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_

City Manager

"Contractor"

DocUnited Imaging, LLC,  
an Arizona Limited Liability Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Susan Mosby*  
*Susan Mosby*  
*Member*

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DOCUNITED IMAGING, LLC  
(Vendor Authorized Reseller of Laserfiche)**

**EXHIBIT A**

**[Response to RFP #07-13, Enterprise Content Management Solution for Region 14  
Education Service Center]**

# Laserfiche®

## Run Smarter®

### **Enterprise Content Management Solution**

Prepared for: Region 14 Education Service Center (NCPA)  
In response to: RFP #07 - 13

Laserfiche  
04 / 09 / 2013

**Laserfiche®**

Run Smarter<sup>SM</sup>

3545 Long Beach Blvd., Long Beach, CA 90807

tel: 562-988-1688 fax: 562-988-1886

[www.laserfiche.com](http://www.laserfiche.com)

April 9<sup>th</sup>, 2013  
Region 14 Education Center  
1850 Highway 351  
Abilene, Texas 79601

RE: Laserfiche Enterprise Content Management Solutions

Dear Region 14 Evaluation Panel,

I am pleased to submit the attached proposal in response to RFP # 07-13 for an Enterprise Content Management Software System. Compulink Management Center Inc. is the developer of the award-winning Laserfiche® enterprise content management solutions, as well as a respected systems integrator and consultancy. We believe that Laserfiche Rio is a particularly good fit for Region 14 Education Center's goal of deploying content management as a foundational technology that will help drive operational improvement.

Laserfiche is the document management solution of choice for a large number of education institutions throughout the world including New York City Board of Education, University of Southern California, University of California Los Angeles and Texas A&M. Over the years, we have put a lot of emphasis on understanding the business processes within k-12 and higher education allowing us to provide a solution which integrates with common and homegrown applications. We have worked hard to foster a sense of community throughout our large and diverse customer base. Our education customers constitute an exceptionally active collection of users anchored by a number of inspirational Laserfiche Luminaries

Laserfiche Rio, the foundation of the proposed solution, is developed and licensed to be implemented as core infrastructure technology. The system bundles functionality and provides for the deployment of unlimited 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, and we have tried to be concise in our responses. We would be pleased to discuss any aspect of this proposal to provide additional information related to our proposed solution or ability to deliver if requested. We look forward to providing a comprehensive demonstration that highlights the real-world benefits Laserfiche will provide on a daily basis.

**Laserfiche**

Laserfiche Solution Proposal  
Enterprise Content Management Solutions  
RFP# 07-13  
Page 1

**NCPA**  
National Cooperative Purchasing Alliance

Sincerely,

Rebecca Ruckdashel  
Assistant Product Manager  
Phone: 562.988.1688 x344  
Email: Rebecca.ruckdashel@laserfiche.com

## Table of Contents

Tab 1 – Signature Form .....	5
Tab 2 – NCPA Administration Agreement.....	6
Tab 3 – Vendor Questionnaire .....	10
Tab 4 – Vendor Profile .....	13
Laserfiche Background .....	13
Organizational Chart .....	14
Corporate Office Locations .....	14
Standard Terms of Payment .....	15
Competition in the Marketplace.....	15
Annual Sales .....	15
Competitive Differentiators .....	15
Marketing the Awarded Contract .....	15
Introduce NCPA internally .....	16
The Laserfiche Ordering System .....	16
Customer Service Department.....	16
Green Initiatives.....	16
Vendor Certifications .....	16
Tab 5 – Products and Services .....	17
Tab 6 - References.....	18
New York City Board of Education .....	18
The City of Saint Louis Collector of Rev .....	19
University of Southern California.....	20
City of Anaheim, CA .....	21
Texas A&M University.....	22
Missouri Department of Elementary & Secondary Education.....	23
California State University, Office of the Chancellor .....	24
County of Los Angeles CDC & Housing Authority .....	25
Ramsey County, MN .....	26



## EXHIBIT A - Vendor Response

Spindletop MHMR (East Texas Behavioral Health Network) .....	27
Tab 7 – Pricing .....	28
Tab 8 – Products and Services .....	29
Tab 9 – Required Documents.....	30

# Signature Form

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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

Company name	<u>Laserfiche</u>
Address	<u>3545 Long Beach Blvd</u>
City/State/Zip	<u>Long Beach/ CA/ 90807</u>
Telephone No.	<u>1.562.988.1688 x344</u>
Fax No.	<u>1 562 988 1886</u>
Email address	<u>Rebecca.Ruckdashel@Laserfiche.com</u>
Printed name	<u>Rebecca Ruckdashel</u>
Position with company	<u>Assistant Product Manager</u>
Authorized signature	<u></u>

## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of May 1, 2013, by and between National Cooperative Purchasing Alliance ("NCPA") and Laserfiche ("Vendor").

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2013, referenced as Contract Number NCPA11-03, 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 Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this 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 Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor 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 Vendor 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 Public 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 Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

## EXHIBIT A - Vendor Response

14 ESC, any Public Agency or any employee of Region 14 ESC or Public 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 Public 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 Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

### ◆ 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

- Vendor shall pay to NCPA a monthly/quarterly administrative fee based upon the total purchase price paid to Vendor for the sale of products and/or services pursuant to the Master Agreement based upon tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis.

<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

- 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 underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the

## EXHIBIT A - Vendor Response

amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at [reporting@ncpa.us](mailto:reporting@ncpa.us). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month or 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:

Vendor Name

NCPA Report

Month or Quarter

Entity Name	Zip Code	State	PO or Job #	Sale Amount

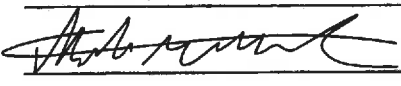
Total \_\_\_\_\_


### ◆ General Provisions

- This 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 Agreement which is not contained herein shall be valid or binding.
- Awarded vendor 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 contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this 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 Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This 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
- All written communications given hereunder shall be delivered to the addresses as set forth below.

EXHIBIT A - Vendor Response

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
Title: Director, Business Development  
Address: P.O. Box 701273  
Houston, TX 77270  
Signature:   
Date: May 1, 2013

Vendor: Laserfiche  
Name: Rebecca Ruckdashel  
Title: Assistant Product Manager  
Address: 3545 Long Beach Blvd  
Long Beach, CA 90807  
Signature:   
Date: 4/5/2013

## 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.

◆ States Covered

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

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

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

## EXHIBIT A - Vendor Response

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **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 is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of \_\_\_\_\_,  
State of \_\_\_\_\_

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐ A publically 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

- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **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 Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



## EXHIBIT A - Vendor Response

### ■ Purchase Orders

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### ■ Sales and Marketing

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### ◆ 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

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes

☐ No

### ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

## Tab 4 – Vendor Profile

### Laserfiche Background

Compulink Management Center, Inc (DBA Laserfiche) is a privately held corporation with world headquarters in Long Beach, CA. The company was founded in 1976 by Nien-Ling Wacker, who remains the President and CEO, as a custom software developer and has been developing the Laserfiche product line since 1987. Development of the Laserfiche product began in 1987 and the product was first commercially available in 1988. Since then, we have pioneered several technologies in the content management field as we've continuously improved and expanded our product line. With more than 30,000 customers worldwide, our products have been trusted to solve the content management needs of customers in a large variety of industries and environments over the last 25 years.

The company's senior management team has been intact for more than 15 years providing stability, guidance and long-term product development vision. Laserfiche has not been acquired, received or sought venture funding and has maintained consistent growth and profitability.

The company's headquarters are in Long Beach, California housing the primary research and development, marketing, domestic sales and technical support teams. The Long Beach office currently employs 300 people with more than 50% of them serving in an engineering role. Laserfiche has enjoyed consistent profitability and growth over the last 15 years and is currently expanding domestically and internationally. In 2010, the company launched Laserfiche International in Luxemburg to accelerate the growth of international business. This corresponded with the launch of Laserfiche Hong Kong, to strengthen the Laserfiche brand in the Pacific Rim. In 2011, the company opened additional international offices in Toronto, London and Panama City.

Laserfiche solutions are primarily sold and implemented through a worldwide network of certified resellers. This approach has provided Laserfiche with a global reach and allowed us to focus on developing simple, elegant content management solutions that help organizations run smarter. The Laserfiche Solutions Group is a team of technical experts who specialize in deploying enterprise document management solutions in cases we consider "strategically important". As a software developer with a strong reputation for incorporating customer feedback into our product offerings, we view these opportunities as long term partnerships where we get valuable feedback to continuously improve our software while our customers receive direct attention from the software developer.

**Dun & Bradstreet (D&B) number:** 086512134

## Standard Terms of Payment

We sell direct and through a Value Added Reseller (VAR) Channel. For our direct customers, the standard term is net 30. For our VARs with a credit line, standard term is net 30, except for expired LSAP orders for which standard term is "Due upon Receipt". For our new VARs, 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.

## Annual Sales

For the last 3 years, Laserfiche sales for Cities/Counties, K-12, Higher Education, and other government agencies or non-profit organizations have grown. Last year we focused our marketing efforts on Higher Education, the resulting increase in sales shows that our message is resonating.


## Competitive Differentiators

In addition to having a particularly powerful and intuitive product suite, Laserfiche fosters a strong user community. We have focused on creating a product which is easy to deploy and encourages innovation amongst our users. We energize our user community with forums, regional trainings, online training classes, user groups, and the annual Empower Conference. Users are encouraged to make their Laserfiche ECM solution unique. Additionally, Laserfiche offers an out of the box solution that is customizable to nearly any use case in a wide variety of industries.

## Marketing the Awarded Contract

Generally, Laserfiche runs press releases and articles in our VAR newsletter to keep VARs and potential customers aware of product offerings. Upon award of the contract, Laserfiche will work with NCPA to determine the appropriate marketing strategy for the contract.

### **Introduce NCPA internally**

If awarded, Laserfiche will document the sales process for working with NCPA and ensure that all involved parties are aware of what NCPA is and how to handle the NCPA generated contracts. Laserfiche will work with NCPA to ensure the appropriate information is communicated.

### **The Laserfiche Ordering System**

Our online catalog, the Laserfiche Ordering System, allows VARs to place orders for their clients for all current Laserfiche software (Laserfiche Rio and Laserfiche Avante). VARs and Laserfiche Sales Representatives are able to monitor and follow up with client orders.

### **Customer Service Department**

Laserfiche offers nearly 24/7 customer service from two support centers, one at our corporate office in Long Beach and another in Shanghai, China. We offer support via the phone from 6am to 6pm PST from our Long Beach office. In addition, we offer support hours via live chat from our Shanghai office:

- Sunday: 5:00 pm PST – 12:00 am PST.
- Monday through Thursday: 12:00 am PST – 2:00 am PST; 6:00 am – 12:00 am PST.
- Friday: 12:00 am PST – 2:00 am PST; 6:00 am PST – 5:00 pm PST.

### **Green Initiatives**

Laserfiche does not have official Green Initiatives, although we are devoted to helping other organizations lower their carbon footprint by decreasing the amount of paper they use.

### **Vendor Certifications**

Laserfiche is both DoD 5015.2 Records Management and Victorian Electronic Records Strategy (VERS) certified. Although the following Laserfiche DoD 5015.2 certificate is expired, the valid date has been extended on the JiTC website. Please see the following websites for more information on DoD 5015.2 Records Management Certification or VERS.

- DoD 5015.02: <http://jrtc.fhu.disa.mil/cgi/rma/reg.aspx>
- VERS Certification: <http://prov.vic.gov.au/government/vers/implementing-vers/vendor-assessment/product-compliance-status/laserfiche-v8-2>



# **DoD 5015.02-STD**

**April 2007**

## **Baseline Requirements**

# **COMPLIANCE**



**Product: Laserfiche Records  
Management Edition**

**Vendor: Laserfiche**

**Test Configuration ID: TCFY09-06**

**Expiration Date: 9 December 2012**



A handwritten signature in black ink, appearing to read "John J. Newhouse".

**JOHN J. NEWHOUSE**  
Chief

Business Systems Branch

## EXHIBIT A - Vendor Response

[prov.vic.gov.au](http://prov.vic.gov.au)

<http://prov.vic.gov.au/government/vers/implementing-vers/vendor-assessment/product-compliance-status/laserfiche-v8-2>

### Laserfiche v8.2

<b>Product:</b>	Laserfiche
<b>Supplier:</b>	Laserfiche
<b>Product version/s:</b>	8.2
<b>Supplier Contact Information:</b>	Tom Wayman Director, Product Strategy +1 (562) 988-1688 x544 twayman@laserfiche.com
<b>Overall Status:</b>	Compliant against Specifications 1 to 5 with caveats noted below.
<b>Specification 1:</b>	COMPLIANT
<b>Test Date:</b>	22 September 2010
<b>Caveats:</b>	None
<b>Specification 2:</b>	COMPLIANT
<b>Test Date:</b>	22 September 2010
<b>Caveats:</b>	None
<b>Specification 3:</b>	COMPLIANT
<b>Test Date:</b>	8 February 2011
<b>Caveats:</b>	None
<b>Specification 4:</b>	COMPLIANT
<b>Test Date:</b>	8 February 2011
<b>Caveats:</b>	Supports the following Long Term Preservation Formats: Text, PDF/A, TIFF
<b>Specification 5:</b>	COMPLIANT
<b>Test Date:</b>	9 February 2011
<b>Caveats:</b>	None

## Tab 5 – Products and Services

The Laserfiche product line contains software solutions for all of the following categories:

- Enterprise Content Management
- Workflow
- Records Management
- Records Storage
- Document Imaging
- Document Management
- Data Backup & Recovery
- Web-Form Software
- Mobile Device Management

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](http://www.laserfiche.com).

## Tab 7 – Pricing

Laserfiche has submitted pricing electronically. We require the purchase of one year of LSAP (Laserfiche Software Assurance Plan) with every new software purchase.

Our pricing is presented in three categories:

- 1) Software
- 2) Basic LSAP: Basic LSAP for Laserfiche Rio includes new releases and product updates, 100% credit towards product upgrades, access to the Laserfiche Support Site, and direct chat with Laserfiche Support.
- 3) Premium LSAP: Premium LSAP includes the same benefits of Basic LSAP and fast track escalation for support cases and preferred pricing on Laserfiche Institute education programs.

The enclosed pricing represents ceiling pricing.



## **Tab 8 – Products and Services**

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

Additionally, the Laserfiche Professional Services Group can work with customers and VARs to meet the customer's unique product needs.

## Tab 9 – Required Documents

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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ ARRA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## **Clean Air and Water Act & Debarment Notice**

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.


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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

Potential Vendor: Laserfiche

Title of Authorized Representative: Assistant Product Manager

Mailing Address: 3545 Long Beach Blvd, Long Beach CA, 90807

Signature: 

## **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 statues of the states it is will operate this contract in.

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

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

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

## EXHIBIT A - Vendor Response

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

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### 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

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### Business Operations in Sudan, Iran

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



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Signature of Respondent

4/5/2013

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Date

### Antitrust Certification Statements (Tex. 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

## EXHIBIT A - Vendor Response

(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.

Vendor: Laserfiche  
Address: 3545 Long Beach Blvd  
Long Beach CA 90807  
Phone: 1.562.988.1688 x 344  
Fax: 1.562.988.1688

Bidder: Rebecca R. Ruckdashel  
Signature  
Rebecca R. Ruckdashel  
Printed Name  
Assistant Product Manager  
Position with Company  
Authorizing Official: [Signature]  
Signature  
Stephen VZ Hill  
Printed Name  
VP of Sales  
Position with Company

### ARRA Standard Terms and Conditions Addendum for Contracts and Grants

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

#### AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued once the temporary federal funds are expended.

#### BUY AMERICA REQUIREMENT

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements.

## **EXHIBIT A - Vendor Response**

This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

### **CONFLICTING REQUIREMENTS**

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with the participating agencies requirements, the Recovery Act requirements shall control.

### **FALSE CLAIMS ACT**

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the participating agency may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to participating agency under all applicable state and federal laws.

### **INSPECTION OF RECORDS**

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

### **JOB POSTING REQUIREMENTS**

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds.

### **PROHIBITION ON USE OF RECOVERY ACT FUNDS**

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

### **REPORTING REQUIREMENTS**

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:

## EXHIBIT A - Vendor Response

- i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
- i. The name of the entity receiving the subaward;
  - ii. The amount of the subaward;
  - iii. The transaction type;
  - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - v. Program source;
  - vi. An award title descriptive of the purpose of each funding action;
  - vii. The location of the entity receiving the subaward;
  - viii. The primary location of the subaward, including the city, state, congressional district and country; and
  - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
  - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov).

### SEGREGATION OF FUNDS

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

### WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code

### WHISTLEBLOWER PROTECTION

## EXHIBIT A - Vendor Response

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

### **FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and



## EXHIBIT A - Vendor Response

- 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

### **Required Clauses for Federal Assistance provided by FTA**

#### **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) 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 Public Agency, the FTA Administrator, 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 work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard 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.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

#### **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 implementing requirements FTA may issue.
- 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 in the future 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

## EXHIBIT A - Vendor Response

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.

- 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.
  - 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.

## EXHIBIT A - Vendor Response

- 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, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, 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, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, 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 perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

## EXHIBIT A - Vendor Response

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 the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be 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.*

### State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: [http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

Other States: Cities, Towns, Villages, and Boroughs

#### No.

#### Cities, Towns, Villages and Boroughs in Oregon

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON

- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE

15 CITY OF CENTRAL POINT POLICE DEPARTMENT  
 16 CITY OF CLATSKANIE  
 17 CITY OF COBURG  
 18 CITY OF CONDON  
 19 CITY OF COOS BAY  
 20 CITY OF CORVALLIS  
 21 CITY OF COTTAGE GROVE  
 22 CITY OF CRESWELL  
 23 CITY OF DALLAS  
 24 CITY OF DAMASCUS  
 25 CITY OF DUNDEE  
 26 CITY OF EAGLE POINT  
 27 CITY OF ECHO  
 28 CITY OF ESTACADA  
 29 CITY OF EUGENE  
 30 CITY OF FAIRVIEW  
 31 CITY OF FALLS CITY  
 32 CITY OF GATES  
 33 CITY OF GEARHART  
 34 CITY OF GERVAIS  
 35 CITY OF GOLD HILL  
 36 CITY OF GRANTS PASS  
 37 CITY OF GRESHAM  
 38 CITY OF HAPPY VALLEY  
 39 CITY OF HILLSBORO  
 40 CITY OF HOOD RIVER  
 41 CITY OF JOHN DAY  
 42 CITY OF KLAMATH FALLS  
 43 CITY OF LA GRANDE  
 44 CITY OF LAKE OSWEGO  
 45 CITY OF LAKESIDE  
 46 CITY OF LEBANON  
 47 CITY OF MALIN  
 48 CITY OF MC MINNVILLE  
 49 CITY OF MEDFORD  
 50 CITY OF MILL CITY  
 51 CITY OF MILLERSBURG  
 52 CITY OF MILWAUKIE  
 53 CITY OF MORO  
 54 CITY OF MOSIER  
 55 CITY OF NEWBERG  
 56 CITY OF NORTH PLAINS  
 57 CITY OF OREGON CITY  
 58 CITY OF PHOENIX  
 59 CITY OF PILOT ROCK  
 60 CITY OF PORT ORFORD  
 61 CITY OF PORTLAND  
 62 CITY OF POWERS  
 63 CITY OF REDMOND  
 64 CITY OF REEDSPORT  
 65 CITY OF RIDDLE  
 66 CITY OF SALEM  
 67 CITY OF SANDY  
 68 CITY OF SANDY  
 69 CITY OF SCAPPOOSE  
 70 CITY OF SEASIDE  
 71 CITY OF SHADY COVE  
 72 CITY OF SHERWOOD  
 73 CITY OF SPRINGFIELD  
 74 CITY OF ST. PAUL  
 75 CITY OF STAYTON  
 76 CITY OF TIGARD, OREGON  
 77 CITY OF TUALATIN, OREGON  
 78 CITY OF WARRENTON  
 79 CITY OF WEST LINN/PARKS  
 80 CITY OF WILSONVILLE  
 81 CITY OF WINSTON  
 82 CITY OF WOOD VILLAGE  
 83 CITY OF WOODBURN  
 84 CITY OF YACHATS  
 85 FLORENCE AREA CHAMBER OF COMMERCE  
 86 GASTON RURAL FIRE DEPARTMENT

## EXHIBIT A - Vendor Response

87 GLADSTONE POLICE DEPARTMENT  
 88 HOUSING AUTHORITY OF THE CITY OF SALEM  
 89 KEIZER POLICE DEPARTMENT  
 90 LEAGUE OF OREGON CITIES  
 91 MALIN COMMUNITY PARK AND RECREATION DISTRICT  
 92 METRO  
 93 MONMOUTH - INDEPENDENCE NETWORK  
 94 PORTLAND DEVELOPMENT COMMISSION  
 95 RAINIER POLICE DEPARTMENT  
 96 RIVERGROVE WATER DISTRICT  
 97 SUNSET EMPIRE PARK AND RECREATION  
 98 THE NEWPORT PARK AND RECREATION CENTER  
 99 TILLAMOOK PEOPLES UTILITY DISTRICT  
 100 TUALATIN VALLEY FIRE & RESCUE  
 101 WEST VALLEY HOUSING AUTHORITY

### No. Counties and Parishes

1 ASSOCIATION OF OREGON COUNTIES  
 2 BENTON COUNTY  
 3 CLACKAMAS COUNTY DEPT OF TRANSPORTATION  
 4 CLATSOP COUNTY  
 5 COLUMBIA COUNTY, OREGON  
 6 COOS COUNTY HIGHWAY DEPARTMENT  
 7 CROOK COUNTY ROAD DEPARTMENT  
 8 CURRY COUNTY OREGON  
 9 DESCHUTES COUNTY  
 10 DOUGLAS COUNTY  
 11 GILLIAM COUNTY  
 12 GILLIAM COUNTY OREGON  
 13 GRANT COUNTY, OREGON  
 14 HARNEY COUNTY SHERIFFS OFFICE  
 15 HOOD RIVER COUNTY  
 16 HOUSING AUTHORITY OF CLACKAMAS COUNTY  
 17 JACKSON COUNTY HEALTH AND HUMAN SERVICES  
 18 JEFFERSON COUNTY  
 19 KLAMATH COUNTY VETERANS SERVICE OFFICE  
 20 LAKE COUNTY  
 21 LANE COUNTY  
 22 LINCOLN COUNTY  
 23 LINN COUNTY  
 24 MARION COUNTY , SALEM, OREGON  
 25 MORROW COUNTY  
 26 MULTNOMAH COUNTY  
 27 MULTNOMAH COUNTY  
 28 MULTNOMAH LAW LIBRARY  
 29 NAMI LANE COUNTY  
 30 POLK COUNTY  
 31 SHERMAN COUNTY  
 32 UMATILLA COUNTY, OREGON  
 33 UNION COUNTY  
 34 WALLOWA COUNTY  
 35 WASCO COUNTY  
 36 WASHINGTON COUNTY  
 37 YAMHILL COUNTY  
 1 BOARD OF WATER SUPPLY  
 2 COUNTY OF HAWAII  
 3 MAUI COUNTY COUNCIL

### No. Higher Education

1 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 2 BLUE MOUNTAIN COMMUNITY COLLEGE  
 3 CENTRAL OREGON COMMUNITY COLLEGE  
 4 CHEMEKETA COMMUNITY COLLEGE  
 5 CLACKAMAS COMMUNITY COLLEGE  
 6 COLUMBIA GORGE COMMUNITY COLLEGE  
 7 GEORGE FOX UNIVERSITY  
 8 KLAMATH COMMUNITY COLLEGE DISTRICT  
 9 LANE COMMUNITY COLLEGE  
 10 LEWIS AND CLARK COLLEGE  
 11 LINFIELD COLLEGE  
 12 LINN-BENTON COMMUNITY COLLEGE  
 13 MARYLHURST UNIVERSITY  
 14 MT. HOOD COMMUNITY COLLEGE

## EXHIBIT A - Vendor Response

15 MULTNOMAH BIBLE COLLEGE  
 16 NATIONAL COLLEGE OF NATURAL MEDICINE  
 17 NORTHWEST CHRISTIAN COLLEGE  
 18 OREGON HEALTH AND SCIENCE UNIVERSITY  
 19 OREGON UNIVERSITY SYSTEM  
 20 PACIFIC UNIVERSITY  
 21 PORTLAND COMMUNITY COLLEGE  
 22 PORTLAND STATE UNIV.  
 23 REED COLLEGE  
 24 ROGUE COMMUNITY COLLEGE  
 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
 26 TILLAMOOK BAY COMMUNITY COLLEGE  
 27 UMPQUA COMMUNITY COLLEGE  
 28 WESTERN STATES CHIROPRACTIC COLLEGE  
 29 WILLAMETTE UNIVERSITY  
 1 ARGOSY UNIVERSITY  
 2 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 3 COLLEGE OF THE MARSHALL ISLANDS  
 4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
 5 UNIVERSITY OF HAWAII AT MANOA

### No. K - 12

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL  
 2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD  
 3 BAKER SCHOOL DISTRICT 5-J  
 4 BANDON SCHOOL DISTRICT  
 5 BANKS SCHOOL DISTRICT  
 6 BEAVERTON SCHOOL DISTRICT  
 7 BEND / LA PINE SCHOOL DISTRICT  
 8 BEND-LA PINE SCHOOL DISTRICT  
 9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
 10 CANBY SCHOOL DISTRICT  
 11 CANYONVILLE CHRISTIAN ACADEMY  
 12 CASCADE SCHOOL DISTRICT  
 13 CASCADES ACADEMY OF CENTRAL OREGON  
 14 CENTENNIAL SCHOOL DISTRICT  
 15 CENTRAL CATHOLIC HIGH SCHOOL  
 16 CENTRAL POINT SCHOOL DISTRICT NO. 6  
 17 CENTRAL SCHOOL DISTRICT 13J  
 18 CLACKAMAS EDUCATION SERVICE DISTRICT  
 19 COOS BAY SCHOOL DISTRICT  
 20 COOS BAY SCHOOL DISTRICT NO.9  
 21 COQUILLE SCHOOL DISTRICT 8  
 22 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 23 CRESWELL SCHOOL DISTRICT  
 24 CROSSROADS CHRISTIAN SCHOOL  
 25 CULVER SCHOOL DISTRICT NO.  
 26 DALLAS SCHOOL DISTRICT NO. 2  
 27 DAVID DOUGLAS SCHOOL DISTRICT  
 28 DAYTON SCHOOL DISTRICT NO.8  
 29 DE LA SALLE N CATHOLIC HS  
 30 DESCHUTES COUNTY SD NO.6 - SISTERS SD  
 31 DOUGLAS COUNTY SCHOOL DISTRICT 116  
 32 DOUGLAS EDUCATION SERVICE DISTRICT  
 33 DUFUR SCHOOL DISTRICT NO.29  
 34 ELKTON SCHOOL DISTRICT NO.34  
 35 ESTACADA SCHOOL DISTRICT NO.108  
 36 FOREST GROVE SCHOOL DISTRICT  
 37 GASTON SCHOOL DISTRICT 511J  
 38 GEN CONF OF SDA CHURCH WESTERN OR  
 39 GLADSTONE SCHOOL DISTRICT  
 40 GLENDALE SCHOOL DISTRICT  
 41 GLIDE SCHOOL DISTRICT NO.12  
 42 GRANTS PASS SCHOOL DISTRICT 7  
 43 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 44 GRESHAM-BARLOW SCHOOL DISTRICT  
 45 HARNEY COUNTY SCHOOL DIST. NO.3  
 46 HARNEY EDUCATION SERVICE DISTRICT  
 47 HEAD START OF LANE COUNTY  
 48 HERITAGE CHRISTIAN SCHOOL  
 49 HIGH DESERT EDUCATION SERVICE DISTRICT  
 50 HOOD RIVER COUNTY SCHOOL DISTRICT  
 51 JACKSON CO SCHOOL DIST NO.9

52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 53 JEFFERSON SCHOOL DISTRICT  
 54 KLAMATH FALLS CITY SCHOOLS  
 55 LA GRANDE SCHOOL DISTRICT  
 56 LAKE OSWEGO SCHOOL DISTRICT 7J  
 57 LANE COUNTY SCHOOL DISTRICT 4J  
 58 LANE COUNTY SCHOOL DISTRICT 69  
 59 LEBANON COMMUNITY SCHOOLS NO.9  
 60 LINCOLN COUNTY SCHOOL DISTRICT  
 61 LINN CO. SCHOOL DIST. 95C - SCIO SD  
 62 LOST RIVER JR/SR HIGH SCHOOL  
 63 LOWELL SCHOOL DISTRICT NO.71  
 64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
 65 MCMINNVILLE SCHOOL DISTRICT NO.40  
 66 MEDFORD SCHOOL DISTRICT 549C  
 67 MITCH CHARTER SCHOOL  
 68 MOLALLA RIVER ACADEMY  
 69 MOLALLA RIVER SCHOOL DISTRICT NO.35  
 70 MONROE SCHOOL DISTRICT NO.1J  
 71 MORROW COUNTY SCHOOL DISTRICT  
 72 MT. ANGEL SCHOOL DISTRICT NO.91  
 73 MT.SCOTT LEARNING CENTERS  
 74 MULTISENSORY LEARNING ACADEMY  
 75 MULTNOMAH EDUCATION SERVICE DISTRICT  
 76 MYRTLE POINT SCHOOL DISTRICT NO.41  
 77 NEAH-KAH-NIE DISTRICT NO.56  
 78 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 79 NOBEL LEARNING COMMUNITIES  
 80 NORTH BEND SCHOOL DISTRICT 13  
 81 NORTH CLACKAMAS SCHOOL DISTRICT  
 82 NORTH SANTIAM SCHOOL DISTRICT 29J  
 83 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
 84 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
 85 NYSSA SCHOOL DISTRICT NO. 26  
 86 ONTARIO MIDDLE SCHOOL  
 87 OREGON TRAIL SCHOOL DISTRICT NO.46  
 88 OUR LADY OF THE LAKE SCHOOL  
 89 PHILOMATH SCHOOL DISTRICT  
 90 PHOENIX-TALENT SCHOOL DISTRICT NO.4  
 91 PORTLAND ADVENTIST ACADEMY  
 92 PORTLAND JEWISH ACADEMY  
 93 PORTLAND PUBLIC SCHOOLS  
 94 RAINIER SCHOOL DISTRICT  
 95 REDMOND SCHOOL DISTRICT  
 96 REEDSPORT SCHOOL DISTRICT  
 97 REYNOLDS SCHOOL DISTRICT  
 98 ROGUE RIVER SCHOOL DISTRICT NO.35  
 99 ROSEBURG PUBLIC SCHOOLS  
 100 SALEM-KEIZER PUBLIC SCHOOLS  
 101 SCAPPOOSE SCHOOL DISTRICT 1J  
 102 SEASIDE SCHOOL DISTRICT 10  
 103 SEVEN PEAKS SCHOOL  
 104 SHERWOOD SCHOOL DISTRICT 88J  
 105 SILVER FALLS SCHOOL DISTRICT  
 106 SIUSLAW SCHOOL DISTRICT  
 107 SOUTH COAST EDUCATION SERVICE DISTRICT  
 108 SOUTH LANE SCHOOL DISTRICT 45J3  
 109 SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
 110 SOUTHWEST CHARTER SCHOOL  
 111 SPRINGFIELD SCHOOL DISTRICT NO.19  
 112 STANFIELD SCHOOL DISTRICT  
 113 SWEET HOME SCHOOL DISTRICT NO.55  
 114 THE CATLIN GABEL SCHOOL  
 115 TIGARD-TUALATIN SCHOOL DISTRICT  
 116 UMATILLA-MORROW ESD  
 117 VERNONIA SCHOOL DISTRICT 47J  
 118 WEST HILLS COMMUNITY CHURCH  
 119 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 120 WHITEAKER MONTESSORI SCHOOL  
 121 YONCALLA SCHOOL DISTRICT NO.32  
 1 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.  
 2 EMMANUEL LUTHERAN SCHOOL

## EXHIBIT A - Vendor Response

3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
<b>No.</b>	<b>Nonprofit &amp; Other</b>	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN
16	BONNEVILLE ENVIRONMENTAL FOUNDATION	88	HIGHLAND UNITED CHURCH OF CHRIST
17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	89	HIV ALLIANCE, INC
18	BROAD BASE PROGRAMS INC.	90	HOUSING AUTHORITY OF LINCOLN COUNTY
19	CANBY FOURSQUARE CHURCH	91	HOUSING AUTHORITY OF PORTLAND
20	CANCER CARE RESOURCES	92	HOUSING NORTHWEST
21	CASCADIA BEHAVIORAL HEALTHCARE	93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
22	CASCADIA REGION GREEN BUILDING COUNCIL	94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
23	CATHOLIC CHARITIES	95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
24	CATHOLIC COMMUNITY SERVICES	96	IRCO
25	CENTER FOR RESEARCH TO PRACTICE	97	JASPER MOUNTAIN
26	CENTRAL BIBLE CHURCH	98	JUNIOR ACHIEVEMENT
27	CENTRAL CITY CONCERN	99	KLAMATH HOUSING AUTHORITY
28	CENTRAL DOUGLAS COUNTY FAMILY YMCA	100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK	101	LA GRANDE UNITED METHODIST CHURCH
30	CHILDPEACE MONTESSORI	102	LANE ELECTRIC COOPERATIVE
31	CITY BIBLE CHURCH	103	LANE MEMORIAL BLOOD BANK
32	CLACKAMAS RIVER WATER	104	LANECO FEDERAL CREDIT UNION
33	CLASSROOM LAW PROJECT	105	LAUREL HILL CENTER
34	COAST REHABILITATION SERVICES	106	LIFEWORKS NW
35	COLLEGE HOUSING NORTHWEST	107	LIVING WAY FELLOWSHIP
36	COLUMBIA COMMUNITY MENTAL HEALTH	108	LOAVES & FISHES CENTERS, INC.
37	COMMUNITY ACTION ORGANIZATION	109	LOCAL GOVERNMENT PERSONNEL INSTITUTE
38	COMMUNITY ACTION TEAM, INC.	110	LOOKING GLASS YOUTH AND FAMILY SERVICES
39	COMMUNITY CANCER CENTER	111	MACDONALD CENTER
40	COMMUNITY HEALTH CENTER, INC	112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
41	COMMUNITY VETERINARY CENTER	113	METRO HOME SAFETY REPAIR PROGRAM
42	CONFEDERATED TRIBES OF GRAND RONDE	114	METROPOLITAN FAMILY SERVICE
43	CONSERVATION BIOLOGY INSTITUTE	115	MID COLUMBIA COUNCIL OF GOVERNMENTS
44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY	116	MID-COLUMBIA CENTER FOR LIVING
45	CORVALLIS MOUNTAIN RESCUE UNIT	117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
46	COVENANT CHRISTIAN HOOD RIVER	118	MORNING STAR MISSIONARY BAPTIST CHURCH
47	COVENANT RETIREMENT COMMUNITIES	119	MORRISON CHILD AND FAMILY SERVICES
48	DECISION SCIENCE RESEARCH INSTITUTE, INC.	120	MOSAIC CHURCH
49	DELIGHT VALLEY CHURCH OF CHRIST	121	NATIONAL PSORIASIS FOUNDATION
50	DOGS FOR THE DEAF, INC.	122	NATIONAL WILD TURKEY FEDERATION
51	DOUGLAS ELECTRIC COOPERATIVE, INC.	123	NEW AVENUES FOR YOUTH INC
52	EAST HILL CHURCH	124	NEW BEGINNINGS CHRISTIAN CENTER
53	EAST SIDE FOURSQUARE CHURCH	125	NEW HOPE COMMUNITY CHURCH
54	EAST WEST MINISTRIES INTERNATIONAL	126	NEWBERG FRIENDS CHURCH
55	EDUCATIONAL POLICY IMPROVEMENT CENTER	127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
56	ELMIRA CHURCH OF CHRIST	128	NORTHWEST FOOD PROCESSORS ASSOCIATION
57	EMERALD PUD	129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
58	EMMAUS CHRISTIAN SCHOOL	130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
59	EN AVANT, INC.	131	NORTHWEST YOUTH CORPS
60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION	132	OCHIN
61	EUGENE BALLET COMPANY	133	OHSU FOUNDATION
62	EUGENE SYMPHONY ASSOCIATION, INC.	134	OLIVET BAPTIST CHURCH
63	EUGENE WATER & ELECTRIC BOARD	135	OMNIMEDIX INSTITUTE
64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.

## EXHIBIT A - Vendor Response

137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION	231	TRILLIUM FAMILY SERVICES, INC.
160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
161	PORT CITY DEVELOPMENT CENTER	233	UNION GOSPEL MISSION
162	PORTLAND ART MUSEUM	234	UNITED CEREBRAL PALSY OF OR AND SW WA
163	PORTLAND BUSINESS ALLIANCE	235	UNITED WAY OF THE COLUMBIA WILLAMETTE
164	PORTLAND HABILITATION CENTER, INC.	236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
165	PORTLAND SCHOOLS FOUNDATION	237	US FISH AND WILDLIFE SERVICE
166	PORTLAND WOMENS CRISIS LINE	238	USAGENCIES CREDIT UNION
167	PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND	239	VERMONT HILLS FAMILY LIFE CENTER
168	PRINGLE CREEK SUSTAINABLE LIVING CENTER	240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	241	VOLUNTEERS OF AMERICA OREGON
170	QUADRIPEGICS UNITED AGAINST DEPENDENCY, INC.	242	WE CARE OREGON
171	REBUILDING TOGETHER - PORTLAND INC.	243	WESTERN RIVERS CONSERVANCY
172	REGIONAL ARTS AND CULTURE COUNCIL	244	WESTERN STATES CENTER
173	RELEVANT LIFE CHURCH	245	WESTSIDE BAPTIST CHURCH
174	RENEWABLE NORTHWEST PROJECT	246	WILD SALMON CENTER
175	ROGUE FEDERAL CREDIT UNION	247	WILLAMETTE FAMILY
176	ROSE VILLA, INC.	248	WILLAMETTE VIEW INC.
177	SACRED HEART CATHOLIC DAUGHTERS	249	WOODBURN AREA CHAMBER OF COMMERCE
178	SAIF CORPORATION	250	WORD OF LIFE COMMUNITY CHURCH
179	SAINT ANDREW NATIVITY SCHOOL	251	WORKSYSTEMS INC
180	SAINT CATHERINE OF SIENA CHURCH	252	YOUTH GUIDANCE ASSOC.
181	SAINT JAMES CATHOLIC CHURCH	253	YWCA SALEM
182	SALEM ALLIANCE CHURCH	1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
183	SALEM ELECTRIC	2	ALOHACARE
184	SALMON-SAFE INC.	3	AMERICAN LUNG ASSOCIATION
185	SCIENCEWORKS	4	BISHOP MUSEUM
186	SE WORKS	5	BUILDING INDUSTRY ASSOCIATION OF HAWAII
187	SECURITY FIRST CHILD DEVELOPMENT CENTER	6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
188	SELF ENHANCEMENT INC.	7	EAH, INC.
189	SERENITY LANE	8	EASTER SEALS HAWAII
190	SEXUAL ASSAULT RESOURCE CENTER	9	GOODWILL INDUSTRIES OF HAWAII, INC.
191	SEXUAL ASSAULT RESOURCE CENTER	10	HABITAT FOR HUMANITY MAUI
192	SHELTERCARE	11	HALE MAHAOLU
193	SHERIDAN JAPANESE SCHOOL FOUNDATION	12	HAROLD K.L. CASTLE FOUNDATION
194	SHERMAN DEVELOPMENT LEAGUE, INC.	13	HAWAII AGRICULTURE RESEARCH CENTER
195	SILVERTON AREA COMMUNITY AID	14	HAWAII EMPLOYERS COUNCIL
196	SISKIYOU INITIATIVE	15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
197	SMART	16	HONOLULU HABITAT FOR HUMANITY
198	SOCIAL VENTURE PARTNERS PORTLAND	17	IUPAT, DISTRICT COUNCIL 50
199	SOUTH COAST HOSPICE, INC.	18	LANAKILA REHABILITATION CENTER INC.
200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	19	LEEWARD HABITAT FOR HUMANITY
201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	20	MAUI COUNTY FCU
202	SOUTHERN OREGON HUMANE SOCIETY	21	MAUI ECONOMIC DEVELOPMENT BOARD
203	SPARC ENTERPRISES	22	MAUI ECONOMIC OPPORTUNITY, INC.
204	SPIRIT WIRELESS	23	MAUI FAMILY YMCA
205	SPONSORS, INC.	24	NA HALE O MAUI
206	SPOTLIGHT THEATRE OF PLEASANT HILL	25	NA LEI ALOHA FOUNDATION
207	SPRINGFIELD UTILITY BOARD	26	NETWORK ENTERPRISES, INC.
208	ST VINCENT DE PAUL		



## EXHIBIT A - Vendor Response

27 ORI ANUENUE HALE, INC.  
28 PARTNERS IN DEVELOPMENT FOUNDATION  
29 POLYNESIAN CULTURAL CENTER  
30 PUNAHOU SCHOOL  
31 ST. THERESA CHURCH  
32 WAIANAEE COMMUNITY OUTREACH  
33 WAILUKU FEDERAL CREDIT UNION  
34 YMCA OF HONOLULU

### **No. Special/Independent Districts**

1 BAY AREA HOSPITAL DISTRICT  
2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
3 CENTRAL OREGON IRRIGATION DISTRICT  
4 CHEHALEM PARK AND RECREATION DISTRICT  
5 CITY COUNTY INSURANCE SERVICES  
6 CLEAN WATER SERVICES  
7 COLUMBIA 911 COMMUNICATIONS DISTRICT  
8 COLUMBIA RIVER PUD  
9 DESCHUTES COUNTY RFPD NO.2  
10 DESCHUTES PUBLIC LIBRARY SYSTEM  
11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY  
12 GASTON RURAL FIRE DEPARTMENT  
13 GLADSTONE POLICE DEPARTMENT  
14 GLENDALE RURAL FIRE DISTRICT  
15 HOODLAND FIRE DISTRICT NO.74  
16 HOODLAND FIRE DISTRICT #74  
17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY  
18 KLAMATH COUNTY 9-1-1  
19 LANE EDUCATION SERVICE DISTRICT  
20 LANE TRANSIT DISTRICT  
21 MALIN COMMUNITY PARK AND RECREATION DISTRICT  
22 MARION COUNTY FIRE DISTRICT #1  
23 METRO  
24 METROPOLITAN EXPOSITION-RECREATION COMMISSION  
25 MONMOUTH - INDEPENDENCE NETWORK  
26 MULTONAH COUNTY DRAINAGE DISTRICT #1  
27 NEAH KAH NIE WATER DISTRICT  
28 NW POWER POOL  
29 OAK LODGE WATER DISTRICT  
30 OR INT'L PORT OF COOS BAY  
31 PORT OF ST HELENS  
32 PORT OF UMPQUA  
33 REGIONAL AUTOMATED INFORMATION NETWORK

34 RIVERGROVE WATER DISTRICT  
35 SALEM AREA MASS TRANSIT DISTRICT  
36 SANDY FIRE DISTRICT NO. 72  
37 SUNSET EMPIRE PARK AND RECREATION  
38 THE NEWPORT PARK AND RECREATION CENTER  
39 THE PORT OF PORTLAND  
40 TILLAMOOK PEOPLES UTILITY DISTRICT  
41 TUALATIN HILLS PARK AND RECREATION DISTRICT  
42 TUALATIN VALLEY FIRE & RESCUE  
43 TUALATIN VALLEY WATER DISTRICT  
44 UNION SOIL & WATER CONSERVATION DISTRICT  
45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT  
46 WEST VALLEY HOUSING AUTHORITY  
47 WILLAMALANE PARK AND RECREATION DISTRICT  
48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

### **No. State Agencies**

1 BOARD OF MEDICAL EXAMINERS  
2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
3 OFFICE OF THE STATE TREASURER  
4 OREGON BOARD OF ARCHITECTS  
5 OREGON CHILD DEVELOPMENT COALITION  
6 OREGON DEPARTMENT OF EDUCATION  
7 OREGON DEPARTMENT OF FORESTRY  
8 OREGON DEPT OF TRANSPORTATION  
9 OREGON DEPT. OF EDUCATION  
10 OREGON LOTTERY  
11 OREGON OFFICE OF ENERGY  
12 OREGON STATE BOARD OF NURSING  
13 OREGON STATE POLICE  
14 OREGON TOURISM COMMISSION  
15 OREGON TRAVEL INFORMATION COUNCIL  
16 SANTIAM CANYON COMMUNICATION CENTER  
17 SEIU LOCAL 503, OPEU  
1 ADMIN. SERVICES OFFICE  
2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
3 HAWAII HEALTH SYSTEMS CORPORATION  
4 SOH- JUDICIARY CONTRACTS AND PURCH  
5 STATE DEPARTMENT OF DEFENSE  
6 STATE OF HAWAII  
7 STATE OF HAWAII  
8 STATE OF HAWAII, DEPT. OF EDUCATION

# Request for Proposal (RFP) for Document and Records Management

Solicitation Number: 07-13

Publication Date: Tuesday, March 5<sup>th</sup>, 2013

## Notice to Respondent:

**Submittal Deadline: Tuesday, April 9<sup>th</sup>, 2013 2:00 pm CST**

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than April 2<sup>nd</sup>, 2013. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Document and Records Management for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Document and Records Management, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

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

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by  
Region 14 Education Service Center  
For  
Document and Records Management  
On behalf of itself and other Government Agencies  
And made available through the  
National Cooperative Purchasing Alliance  
RFP # 07-13



**National Cooperative Purchasing Alliance**

# Introduction / Scope

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- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Document and Records Management.
  - ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
  - ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
  - ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
  - ◆ National Cooperative Purchasing Alliance (NCPA)
    - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
  - ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
    - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
    - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
    - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
    - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.
-

# Instructions to Respondents

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## ◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

## ◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. All forms are to be completed electronically. Include a copy of all solicitation pages before section needing tabulation in response. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

## ◆ Binder Tabs

- Tab 1 – Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

## ◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:

Company:

Address:

City, State, Zip:

Solicitation Name and Number:

Due Date and Time:

_____
_____
_____
_____
_____
_____

# Tab 1 – Master Agreement

## General Terms and Conditions

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### ◆ 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.

### ◆ Assignment of Contract

- No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

### ◆ 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 one (1) year with an option to renew annually for an additional four (4) 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.

### ◆ 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.

◆ Pricing

- All pricing submitted to 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

- Proposals should address each of the following:
  - 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

◆ 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. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. 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 of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; 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.

◆ Miscellaneous

- 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.
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# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to provide the Best Value and to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 - \$25 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance to determine the vendor that provides the Best Value.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
    - Pricing can be submitted as Discount off MSRP, Cost Plus, Government Catalog, etc.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Customer Service

# Signature Form

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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**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of \_\_\_\_\_, by and between National Cooperative Purchasing Alliance (“NCPA”) and \_\_\_\_\_ (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated \_\_\_\_\_, referenced as Contract Number \_\_\_\_\_, 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 Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this 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 Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor 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 Vendor 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 Public 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 Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

## EXHIBIT A - NCPA RFP

14 ESC, any Public Agency or any employee of Region 14 ESC or Public 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 Public 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 Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

### ◆ 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

- Vendor shall pay to NCPA a monthly/quarterly administrative fee based upon the total purchase price paid to Vendor for the sale of products and/or services pursuant to the Master Agreement based upon tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

- 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 underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the

## EXHIBIT A - NCPA RFP

amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at [reporting@ncpa.us](mailto:reporting@ncpa.us). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month or 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:

Vendor Name

NCPA Report

Month or Quarter

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total \_\_\_\_\_

### ◆ General Provisions

- This 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 Agreement which is not contained herein shall be valid or binding.
- Awarded vendor 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 contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this 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 Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This 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
- All written communications given hereunder shall be delivered to the addresses as set forth below.



**National Cooperative Purchasing Alliance:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Vendor:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Tab 3 – Vendor Questionnaire

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

◆ **States Covered**

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

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

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

EXHIBIT A - NCPA RFP

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **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 is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of \_\_\_\_\_,  
State of \_\_\_\_\_

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐ A publically 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

- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **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 Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## EXHIBIT A - NCPA RFP

### ■ Purchase Orders

Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### ■ Sales and Marketing

Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### ◆ 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
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 

☐ Yes      ☐ No

### ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

## Tab 4 – Vendor Profile

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Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
  - 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 throughout NCPA to reduce our carbon footprint, reduce waste,

## EXHIBIT A - NCPA RFP

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- ◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.
-

## Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
  - ◆ The following is a list of suggested (but not limited to) Document and Records Management categories. List all categories along with manufacturer that you are responding with:
    - Enterprise Content Management
    - Workflow
    - Records Management
    - Records Storage
    - Document Imaging
    - Document Management
    - Data Backup & Recovery
    - Secure Shredding
    - Web-Form Software
    - Mobile Device Management
-

## Tab 6 – References

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- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume



## Tab 7 – Pricing

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- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, government catalog, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services that are available and also establish pricing per item.
  - ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
  - ◆ Not To Exceed Pricing
    - NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
    - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
    - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.
-

## Tab 8 – Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

## Tab 9 – Required Documents

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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ ARRA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## **Clean Air and Water Act & Debarment Notice**

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.

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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

Potential Vendor: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_

## **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 statues of the states it is will operate this contract in.

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

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

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

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

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#### **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

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#### **Business Operations in Sudan, Iran**

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

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Signature of Respondent

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Date

### **Antitrust Certification Statements (Tex. 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

## EXHIBIT A - NCPA RFP

(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.

Vendor: \_\_\_\_\_

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Signature

Printed Name

Phone: \_\_\_\_\_

Position with Company

Fax: \_\_\_\_\_

Authorizing Official:

Signature

Printed Name

Position with Company

### **ARRA Standard Terms and Conditions Addendum for Contracts and Grants**

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

#### **AVAILABILITY OF FUNDING**

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued once the temporary federal funds are expended.

#### **BUY AMERICA REQUIREMENT**

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements.

This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

#### **CONFLICTING REQUIREMENTS**

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with the participating agencies requirements, the Recovery Act requirements shall control.

#### **FALSE CLAIMS ACT**

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the participating agency may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to participating agency under all applicable state and federal laws.

#### **INSPECTION OF RECORDS**

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

#### **JOB POSTING REQUIREMENTS**

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds.

#### **PROHIBITION ON USE OF RECOVERY ACT FUNDS**

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

#### **REPORTING REQUIREMENTS**

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:

- i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
  - i. The name of the entity receiving the subaward;
  - ii. The amount of the subaward;
  - iii. The transaction type;
  - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - v. Program source;
  - vi. An award title descriptive of the purpose of each funding action;
  - vii. The location of the entity receiving the subaward;
  - viii. The primary location of the subaward, including the city, state, congressional district and country; and
  - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
  - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov).

### **SEGREGATION OF FUNDS**

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

### **WAGE REQUIREMENTS**

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code

### **WHISTLEBLOWER PROTECTION**



## EXHIBIT A - NCPA RFP

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

### **FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and

## EXHIBIT A - NCPA RFP

- 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

### **Required Clauses for Federal Assistance provided by FTA**

#### **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) 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 Public Agency, the FTA Administrator, 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 work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard 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.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

#### **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 implementing requirements FTA may issue.
- 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 in the future 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

## EXHIBIT A - NCPA RFP

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.

- 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.
  - 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.

## EXHIBIT A - NCPA RFP

- 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, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, 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, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, 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 perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

## EXHIBIT A - NCPA RFP

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 the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be 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.*

### State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: [http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

Other States: Cities, Towns, Villages, and Boroughs

#### No.

#### **Cities, Towns, Villages and Boroughs in Oregon**

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON

- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE

## EXHIBIT A - NCPA RFP

15 CITY OF CENTRAL POINT POLICE DEPARTMENT  
 16 CITY OF CLATSKANIE  
 17 CITY OF COBURG  
 18 CITY OF CONDON  
 19 CITY OF COOS BAY  
 20 CITY OF CORVALLIS  
 21 CITY OF COTTAGE GROVE  
 22 CITY OF CRESWELL  
 23 CITY OF DALLAS  
 24 CITY OF DAMASCUS  
 25 CITY OF DUNDEE  
 26 CITY OF EAGLE POINT  
 27 CITY OF ECHO  
 28 CITY OF ESTACADA  
 29 CITY OF EUGENE  
 30 CITY OF FAIRVIEW  
 31 CITY OF FALLS CITY  
 32 CITY OF GATES  
 33 CITY OF GEARHART  
 34 CITY OF GERVAIS  
 35 CITY OF GOLD HILL  
 36 CITY OF GRANTS PASS  
 37 CITY OF GRESHAM  
 38 CITY OF HAPPY VALLEY  
 39 CITY OF HILLSBORO  
 40 CITY OF HOOD RIVER  
 41 CITY OF JOHN DAY  
 42 CITY OF KLAMATH FALLS  
 43 CITY OF LA GRANDE  
 44 CITY OF LAKE OSWEGO  
 45 CITY OF LAKESIDE  
 46 CITY OF LEBANON  
 47 CITY OF MALIN  
 48 CITY OF MCMINNVILLE  
 49 CITY OF MEDFORD  
 50 CITY OF MILL CITY  
 51 CITY OF MILLERSBURG  
 52 CITY OF MILWAUKIE  
 53 CITY OF MORO  
 54 CITY OF MOSIER  
 55 CITY OF NEWBERG  
 56 CITY OF NORTH PLAINS  
 57 CITY OF OREGON CITY  
 58 CITY OF PHOENIX  
 59 CITY OF PILOT ROCK  
 60 CITY OF PORT ORFORD  
 61 CITY OF PORTLAND  
 62 CITY OF POWERS  
 63 CITY OF REDMOND  
 64 CITY OF REEDSPORT  
 65 CITY OF RIDDLE  
 66 CITY OF SALEM  
 67 CITY OF SANDY  
 68 CITY OF SANDY  
 69 CITY OF SCAPPOOSE  
 70 CITY OF SEASIDE  
 71 CITY OF SHADY COVE  
 72 CITY OF SHERWOOD  
 73 CITY OF SPRINGFIELD  
 74 CITY OF ST. PAUL  
 75 CITY OF STAYTON  
 76 CITY OF TIGARD, OREGON  
 77 CITY OF TUALATIN, OREGON  
 78 CITY OF WARRENTON  
 79 CITY OF WEST LINN/PARKS  
 80 CITY OF WILSONVILLE  
 81 CITY OF WINSTON  
 82 CITY OF WOOD VILLAGE  
 83 CITY OF WOODBURN  
 84 CITY OF YACHATS  
 85 FLORENCE AREA CHAMBER OF COMMERCE  
 86 GASTON RURAL FIRE DEPARTMENT

87 GLADSTONE POLICE DEPARTMENT  
 88 HOUSING AUTHORITY OF THE CITY OF SALEM  
 89 KEIZER POLICE DEPARTMENT  
 90 LEAGUE OF OREGON CITIES  
 91 MALIN COMMUNITY PARK AND RECREATION DISTRICT  
 92 METRO  
 93 MONMOUTH - INDEPENDENCE NETWORK  
 94 PORTLAND DEVELOPMENT COMMISSION  
 95 RAINIER POLICE DEPARTMENT  
 96 RIVERGROVE WATER DISTRICT  
 97 SUNSET EMPIRE PARK AND RECREATION  
 98 THE NEWPORT PARK AND RECREATION CENTER  
 99 TILLAMOOK PEOPLES UTILITY DISTRICT  
 100 TUALATIN VALLEY FIRE & RESCUE  
 101 WEST VALLEY HOUSING AUTHORITY

### No. Counties and Parishes

1 ASSOCIATION OF OREGON COUNTIES  
 2 BENTON COUNTY  
 3 CLACKAMAS COUNTY DEPT OF TRANSPORTATION  
 4 CLATSOP COUNTY  
 5 COLUMBIA COUNTY, OREGON  
 6 COOS COUNTY HIGHWAY DEPARTMENT  
 7 CROOK COUNTY ROAD DEPARTMENT  
 8 CURRY COUNTY OREGON  
 9 DESCHUTES COUNTY  
 10 DOUGLAS COUNTY  
 11 GILLIAM COUNTY  
 12 GILLIAM COUNTY OREGON  
 13 GRANT COUNTY, OREGON  
 14 HARNEY COUNTY SHERIFFS OFFICE  
 15 HOOD RIVER COUNTY  
 16 HOUSING AUTHORITY OF CLACKAMAS COUNTY  
 17 JACKSON COUNTY HEALTH AND HUMAN SERVICES  
 18 JEFFERSON COUNTY  
 19 KLAMATH COUNTY VETERANS SERVICE OFFICE  
 20 LAKE COUNTY  
 21 LANE COUNTY  
 22 LINCOLN COUNTY  
 23 LINN COUNTY  
 24 MARION COUNTY , SALEM, OREGON  
 25 MORROW COUNTY  
 26 MULTNOMAH COUNTY  
 27 MULTNOMAH COUNTY  
 28 MULTNOMAH LAW LIBRARY  
 29 NAMI LANE COUNTY  
 30 POLK COUNTY  
 31 SHERMAN COUNTY  
 32 UMATILLA COUNTY, OREGON  
 33 UNION COUNTY  
 34 WALLOWA COUNTY  
 35 WASCO COUNTY  
 36 WASHINGTON COUNTY  
 37 YAMHILL COUNTY  
 1 BOARD OF WATER SUPPLY  
 2 COUNTY OF HAWAII  
 3 MAUI COUNTY COUNCIL

### No. Higher Education

1 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 2 BLUE MOUNTAIN COMMUNITY COLLEGE  
 3 CENTRAL OREGON COMMUNITY COLLEGE  
 4 CHEMEKETA COMMUNITY COLLEGE  
 5 CLACKAMAS COMMUNITY COLLEGE  
 6 COLUMBIA GORGE COMMUNITY COLLEGE  
 7 GEORGE FOX UNIVERSITY  
 8 KLAMATH COMMUNITY COLLEGE DISTRICT  
 9 LANE COMMUNITY COLLEGE  
 10 LEWIS AND CLARK COLLEGE  
 11 LINFIELD COLLEGE  
 12 LINN-BENTON COMMUNITY COLLEGE  
 13 MARYLHURST UNIVERSITY  
 14 MT. HOOD COMMUNITY COLLEGE

## EXHIBIT A - NCPA RFP

15 MULTNOMAH BIBLE COLLEGE  
 16 NATIONAL COLLEGE OF NATURAL MEDICINE  
 17 NORTHWEST CHRISTIAN COLLEGE  
 18 OREGON HEALTH AND SCIENCE UNIVERSITY  
 19 OREGON UNIVERSITY SYSTEM  
 20 PACIFIC UNIVERSITY  
 21 PORTLAND COMMUNITY COLLEGE  
 22 PORTLAND STATE UNIV.  
 23 REED COLLEGE  
 24 ROGUE COMMUNITY COLLEGE  
 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
 26 TILLAMOOK BAY COMMUNITY COLLEGE  
 27 UMPQUA COMMUNITY COLLEGE  
 28 WESTERN STATES CHIROPRACTIC COLLEGE  
 29 WILLAMETTE UNIVERSITY  
 1 ARGOSY UNIVERSITY  
 2 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 3 COLLEGE OF THE MARSHALL ISLANDS  
 4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
 5 UNIVERSITY OF HAWAII AT MANOA

### No. K - 12

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL  
 2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD  
 3 BAKER SCHOOL DISTRICT 5-J  
 4 BANDON SCHOOL DISTRICT  
 5 BANKS SCHOOL DISTRICT  
 6 BEAVERTON SCHOOL DISTRICT  
 7 BEND / LA PINE SCHOOL DISTRICT  
 8 BEND-LA PINE SCHOOL DISTRICT  
 9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
 10 CANBY SCHOOL DISTRICT  
 11 CANYONVILLE CHRISTIAN ACADEMY  
 12 CASCADE SCHOOL DISTRICT  
 13 CASCADES ACADEMY OF CENTRAL OREGON  
 14 CENTENNIAL SCHOOL DISTRICT  
 15 CENTRAL CATHOLIC HIGH SCHOOL  
 16 CENTRAL POINT SCHOOL DISTRICT NO. 6  
 17 CENTRAL SCHOOL DISTRICT 13J  
 18 CLACKAMAS EDUCATION SERVICE DISTRICT  
 19 COOS BAY SCHOOL DISTRICT  
 20 COOS BAY SCHOOL DISTRICT NO.9  
 21 COQUILLE SCHOOL DISTRICT 8  
 22 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 23 CRESWELL SCHOOL DISTRICT  
 24 CROSSROADS CHRISTIAN SCHOOL  
 25 CULVER SCHOOL DISTRICT NO.  
 26 DALLAS SCHOOL DISTRICT NO. 2  
 27 DAVID DOUGLAS SCHOOL DISTRICT  
 28 DAYTON SCHOOL DISTRICT NO.8  
 29 DE LA SALLE N CATHOLIC HS  
 30 DESCHUTES COUNTY SD NO.6 - SISTERS SD  
 31 DOUGLAS COUNTY SCHOOL DISTRICT 116  
 32 DOUGLAS EDUCATION SERVICE DISTRICT  
 33 DUFUR SCHOOL DISTRICT NO.29  
 34 ELKTON SCHOOL DISTRICT NO.34  
 35 ESTACADA SCHOOL DISTRICT NO.108  
 36 FOREST GROVE SCHOOL DISTRICT  
 37 GASTON SCHOOL DISTRICT 511J  
 38 GEN CONF OF SDA CHURCH WESTERN OR  
 39 GLADSTONE SCHOOL DISTRICT  
 40 GLENDALE SCHOOL DISTRICT  
 41 GLIDE SCHOOL DISTRICT NO.12  
 42 GRANTS PASS SCHOOL DISTRICT 7  
 43 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 44 GRESHAM-BARLOW SCHOOL DISTRICT  
 45 HARNEY COUNTY SCHOOL DIST. NO.3  
 46 HARNEY EDUCATION SERVICE DISTRICT  
 47 HEAD START OF LANE COUNTY  
 48 HERITAGE CHRISTIAN SCHOOL  
 49 HIGH DESERT EDUCATION SERVICE DISTRICT  
 50 HOOD RIVER COUNTY SCHOOL DISTRICT  
 51 JACKSON CO SCHOOL DIST NO.9

52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 53 JEFFERSON SCHOOL DISTRICT  
 54 KLAMATH FALLS CITY SCHOOLS  
 55 LA GRANDE SCHOOL DISTRICT  
 56 LAKE OSWEGO SCHOOL DISTRICT 7J  
 57 LANE COUNTY SCHOOL DISTRICT 4J  
 58 LANE COUNTY SCHOOL DISTRICT 69  
 59 LEBANON COMMUNITY SCHOOLS NO.9  
 60 LINCOLN COUNTY SCHOOL DISTRICT  
 61 LINN CO. SCHOOL DIST. 95C - SCIO SD  
 62 LOST RIVER JR/SR HIGH SCHOOL  
 63 LOWELL SCHOOL DISTRICT NO.71  
 64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
 65 MCMINNVILLE SCHOOL DISTRICT NO.40  
 66 MEDFORD SCHOOL DISTRICT 549C  
 67 MITCH CHARTER SCHOOL  
 68 MOLALLA RIVER ACADEMY  
 69 MOLALLA RIVER SCHOOL DISTRICT NO.35  
 70 MONROE SCHOOL DISTRICT NO.1J  
 71 MORROW COUNTY SCHOOL DISTRICT  
 72 MT. ANGEL SCHOOL DISTRICT NO.91  
 73 MT.SCOTT LEARNING CENTERS  
 74 MULTISENSORY LEARNING ACADEMY  
 75 MULTNOMAH EDUCATION SERVICE DISTRICT  
 76 MYRTLE POINT SCHOOL DISTRICT NO.41  
 77 NEAH-KAH-NIE DISTRICT NO.56  
 78 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 79 NOBEL LEARNING COMMUNITIES  
 80 NORTH BEND SCHOOL DISTRICT 13  
 81 NORTH CLACKAMAS SCHOOL DISTRICT  
 82 NORTH SANTIAM SCHOOL DISTRICT 29J  
 83 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
 84 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
 85 NYSSA SCHOOL DISTRICT NO. 26  
 86 ONTARIO MIDDLE SCHOOL  
 87 OREGON TRAIL SCHOOL DISTRICT NO.46  
 88 OUR LADY OF THE LAKE SCHOOL  
 89 PHILOMATH SCHOOL DISTRICT  
 90 PHOENIX-TALENT SCHOOL DISTRICT NO.4  
 91 PORTLAND ADVENTIST ACADEMY  
 92 PORTLAND JEWISH ACADEMY  
 93 PORTLAND PUBLIC SCHOOLS  
 94 RAINIER SCHOOL DISTRICT  
 95 REDMOND SCHOOL DISTRICT  
 96 REEDSPORT SCHOOL DISTRICT  
 97 REYNOLDS SCHOOL DISTRICT  
 98 ROGUE RIVER SCHOOL DISTRICT NO.35  
 99 ROSEBURG PUBLIC SCHOOLS  
 100 SALEM-KEIZER PUBLIC SCHOOLS  
 101 SCAPPOOSE SCHOOL DISTRICT 1J  
 102 SEASIDE SCHOOL DISTRICT 10  
 103 SEVEN PEAKS SCHOOL  
 104 SHERWOOD SCHOOL DISTRICT 88J  
 105 SILVER FALLS SCHOOL DISTRICT  
 106 SIUSLAW SCHOOL DISTRICT  
 107 SOUTH COAST EDUCATION SERVICE DISTRICT  
 108 SOUTH LANE SCHOOL DISTRICT 45J3  
 109 SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
 110 SOUTHWEST CHARTER SCHOOL  
 111 SPRINGFIELD SCHOOL DISTRICT NO.19  
 112 STANFIELD SCHOOL DISTRICT  
 113 SWEET HOME SCHOOL DISTRICT NO.55  
 114 THE CATLIN GABEL SCHOOL  
 115 TIGARD-TUALATIN SCHOOL DISTRICT  
 116 UMATILLA-MORROW ESD  
 117 VERNONIA SCHOOL DISTRICT 47J  
 118 WEST HILLS COMMUNITY CHURCH  
 119 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 120 WHITEAKER MONTESSORI SCHOOL  
 121 YONCALLA SCHOOL DISTRICT NO.32  
 1 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.  
 2 EMMANUEL LUTHERAN SCHOOL

## EXHIBIT A - NCPA RFP

3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
<b>No.</b>	<b>Nonprofit &amp; Other</b>	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN
16	BONNEVILLE ENVIRONMENTAL FOUNDATION	88	HIGHLAND UNITED CHURCH OF CHRIST
17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	89	HIV ALLIANCE, INC
18	BROAD BASE PROGRAMS INC.	90	HOUSING AUTHORITY OF LINCOLN COUNTY
19	CANBY FOURSQUARE CHURCH	91	HOUSING AUTHORITY OF PORTLAND
20	CANCER CARE RESOURCES	92	HOUSING NORTHWEST
21	CASCADIA BEHAVIORAL HEALTHCARE	93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
22	CASCADIA REGION GREEN BUILDING COUNCIL	94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
23	CATHOLIC CHARITIES	95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
24	CATHOLIC COMMUNITY SERVICES	96	IRCO
25	CENTER FOR RESEARCH TO PRACTICE	97	JASPER MOUNTAIN
26	CENTRAL BIBLE CHURCH	98	JUNIOR ACHIEVEMENT
27	CENTRAL CITY CONCERN	99	KLAMATH HOUSING AUTHORITY
28	CENTRAL DOUGLAS COUNTY FAMILY YMCA	100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK	101	LA GRANDE UNITED METHODIST CHURCH
30	CHILDPEACE MONTESSORI	102	LANE ELECTRIC COOPERATIVE
31	CITY BIBLE CHURCH	103	LANE MEMORIAL BLOOD BANK
32	CLACKAMAS RIVER WATER	104	LANECO FEDERAL CREDIT UNION
33	CLASSROOM LAW PROJECT	105	LAUREL HILL CENTER
34	COAST REHABILITATION SERVICES	106	LIFEWORX NW
35	COLLEGE HOUSING NORTHWEST	107	LIVING WAY FELLOWSHIP
36	COLUMBIA COMMUNITY MENTAL HEALTH	108	LOAVES & FISHES CENTERS, INC.
37	COMMUNITY ACTION ORGANIZATION	109	LOCAL GOVERNMENT PERSONNEL INSTITUTE
38	COMMUNITY ACTION TEAM, INC.	110	LOOKING GLASS YOUTH AND FAMILY SERVICES
39	COMMUNITY CANCER CENTER	111	MACDONALD CENTER
40	COMMUNITY HEALTH CENTER, INC	112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
41	COMMUNITY VETERINARY CENTER	113	METRO HOME SAFETY REPAIR PROGRAM
42	CONFEDERATED TRIBES OF GRAND RONDE	114	METROPOLITAN FAMILY SERVICE
43	CONSERVATION BIOLOGY INSTITUTE	115	MID COLUMBIA COUNCIL OF GOVERNMENTS
44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY	116	MID-COLUMBIA CENTER FOR LIVING
45	CORVALLIS MOUNTAIN RESCUE UNIT	117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
46	COVENANT CHRISTIAN HOOD RIVER	118	MORNING STAR MISSIONARY BAPTIST CHURCH
47	COVENANT RETIREMENT COMMUNITIES	119	MORRISON CHILD AND FAMILY SERVICES
48	DECISION SCIENCE RESEARCH INSTITUTE, INC.	120	MOSAIC CHURCH
49	DELIGHT VALLEY CHURCH OF CHRIST	121	NATIONAL PSORIASIS FOUNDATION
50	DOGS FOR THE DEAF, INC.	122	NATIONAL WILD TURKEY FEDERATION
51	DOUGLAS ELECTRIC COOPERATIVE, INC.	123	NEW AVENUES FOR YOUTH INC
52	EAST HILL CHURCH	124	NEW BEGINNINGS CHRISTIAN CENTER
53	EAST SIDE FOURSQUARE CHURCH	125	NEW HOPE COMMUNITY CHURCH
54	EAST WEST MINISTRIES INTERNATIONAL	126	NEWBERG FRIENDS CHURCH
55	EDUCATIONAL POLICY IMPROVEMENT CENTER	127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
56	ELMIRA CHURCH OF CHRIST	128	NORTHWEST FOOD PROCESSORS ASSOCIATION
57	EMERALD PUD	129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
58	EMMAUS CHRISTIAN SCHOOL	130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
59	EN AVANT, INC.	131	NORTHWEST YOUTH CORPS
60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION	132	OCHIN
61	EUGENE BALLET COMPANY	133	OHSU FOUNDATION
62	EUGENE SYMPHONY ASSOCIATION, INC.	134	OLIVET BAPTIST CHURCH
63	EUGENE WATER & ELECTRIC BOARD	135	OMNIMEDIX INSTITUTE
64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.



## EXHIBIT A - NCPA RFP

137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION	231	TRILLIUM FAMILY SERVICES, INC.
160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
161	PORT CITY DEVELOPMENT CENTER	233	UNION GOSPEL MISSION
162	PORTLAND ART MUSEUM	234	UNITED CEREBRAL PALSY OF OR AND SW WA
163	PORTLAND BUSINESS ALLIANCE	235	UNITED WAY OF THE COLUMBIA WILLAMETTE
164	PORTLAND HABILITATION CENTER, INC.	236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
165	PORTLAND SCHOOLS FOUNDATION	237	US FISH AND WILDLIFE SERVICE
166	PORTLAND WOMENS CRISIS LINE	238	USAGENCIES CREDIT UNION
167	PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND	239	VERMONT HILLS FAMILY LIFE CENTER
168	PRINGLE CREEK SUSTAINABLE LIVING CENTER	240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	241	VOLUNTEERS OF AMERICA OREGON
170	QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.	242	WE CARE OREGON
171	REBUILDING TOGETHER - PORTLAND INC.	243	WESTERN RIVERS CONSERVANCY
172	REGIONAL ARTS AND CULTURE COUNCIL	244	WESTERN STATES CENTER
173	RELEVANT LIFE CHURCH	245	WESTSIDE BAPTIST CHURCH
174	RENEWABLE NORTHWEST PROJECT	246	WILD SALMON CENTER
175	ROGUE FEDERAL CREDIT UNION	247	WILLAMETTE FAMILY
176	ROSE VILLA, INC.	248	WILLAMETTE VIEW INC.
177	SACRED HEART CATHOLIC DAUGHTERS	249	WOODBURN AREA CHAMBER OF COMMERCE
178	SAIF CORPORATION	250	WORD OF LIFE COMMUNITY CHURCH
179	SAINT ANDREW NATIVITY SCHOOL	251	WORKSYSTEMS INC
180	SAINT CATHERINE OF SIENA CHURCH	252	YOUTH GUIDANCE ASSOC.
181	SAINT JAMES CATHOLIC CHURCH	253	YWCA SALEM
182	SALEM ALLIANCE CHURCH	1	ALOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
183	SALEM ELECTRIC	2	ALOHACARE
184	SALMON-SAFE INC.	3	AMERICAN LUNG ASSOCIATION
185	SCIENCEWORKS	4	BISHOP MUSEUM
186	SE WORKS	5	BUILDING INDUSTRY ASSOCIATION OF HAWAII
187	SECURITY FIRST CHILD DEVELOPMENT CENTER	6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
188	SELF ENHANCEMENT INC.	7	EAH, INC.
189	SERENITY LANE	8	EASTER SEALS HAWAII
190	SEXUAL ASSAULT RESOURCE CENTER	9	GOODWILL INDUSTRIES OF HAWAII, INC.
191	SEXUAL ASSAULT RESOURCE CENTER	10	HABITAT FOR HUMANITY MAUI
192	SHELTERCARE	11	HALE MAHAOLU
193	SHERIDAN JAPANESE SCHOOL FOUNDATION	12	HAROLD K.L. CASTLE FOUNDATION
194	SHERMAN DEVELOPMENT LEAGUE, INC.	13	HAWAII AGRICULTURE RESEARCH CENTER
195	SILVERTON AREA COMMUNITY AID	14	HAWAII EMPLOYERS COUNCIL
196	SISKIYOU INITIATIVE	15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
197	SMART	16	HONOLULU HABITAT FOR HUMANITY
198	SOCIAL VENTURE PARTNERS PORTLAND	17	IUPAT, DISTRICT COUNCIL 50
199	SOUTH COAST HOSPICE, INC.	18	LANAKILA REHABILITATION CENTER INC.
200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	19	LEEWARD HABITAT FOR HUMANITY
201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	20	MAUI COUNTY FCU
202	SOUTHERN OREGON HUMANE SOCIETY	21	MAUI ECONOMIC DEVELOPMENT BOARD
203	SPARC ENTERPRISES	22	MAUI ECONOMIC OPPORTUNITY, INC.
204	SPIRIT WIRELESS	23	MAUI FAMILY YMCA
205	SPONSORS, INC.	24	NA HALE O MAUI
206	SPOTLIGHT THEATRE OF PLEASANT HILL	25	NA LEI ALOHA FOUNDATION
207	SPRINGFIELD UTILITY BOARD	26	NETWORK ENTERPRISES, INC.
208	ST VINCENT DE PAUL		

## EXHIBIT A - NCPA RFP

27 ORI ANUENUE HALE, INC.  
28 PARTNERS IN DEVELOPMENT FOUNDATION  
29 POLYNESIAN CULTURAL CENTER  
30 PUNAHOU SCHOOL  
31 ST. THERESA CHURCH  
32 WAIANA E COMMUNITY OUTREACH  
33 WAILUKU FEDERAL CREDIT UNION  
34 YMCA OF HONOLULU

### **No. Special/Independent Districts**

1 BAY AREA HOSPITAL DISTRICT  
2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
3 CENTRAL OREGON IRRIGATION DISTRICT  
4 CHEHALEM PARK AND RECREATION DISTRICT  
5 CITY COUNTY INSURANCE SERVICES  
6 CLEAN WATER SERVICES  
7 COLUMBIA 911 COMMUNICATIONS DISTRICT  
8 COLUMBIA RIVER PUD  
9 DESCHUTES COUNTY RFPD NO.2  
10 DESCHUTES PUBLIC LIBRARY SYSTEM  
11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY  
12 GASTON RURAL FIRE DEPARTMENT  
13 GLADSTONE POLICE DEPARTMENT  
14 GLENDALE RURAL FIRE DISTRICT  
15 HOODLAND FIRE DISTRICT NO.74  
16 HOODLAND FIRE DISTRICT #74  
17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY  
18 KLAMATH COUNTY 9-1-1  
19 LANE EDUCATION SERVICE DISTRICT  
20 LANE TRANSIT DISTRICT  
21 MALIN COMMUNITY PARK AND RECREATION DISTRICT  
22 MARION COUNTY FIRE DISTRICT #1  
23 METRO  
24 METROPOLITAN EXPOSITION-RECREATION COMMISSION  
25 MONMOUTH - INDEPENDENCE NETWORK  
26 MULTONAH COUNTY DRAINAGE DISTRICT #1  
27 NEAH KAH NIE WATER DISTRICT  
28 NW POWER POOL  
29 OAK LODGE WATER DISTRICT  
30 OR INT'L PORT OF COOS BAY  
31 PORT OF ST HELENS  
32 PORT OF UMPQUA  
33 REGIONAL AUTOMATED INFORMATION NETWORK

34 RIVERGROVE WATER DISTRICT  
35 SALEM AREA MASS TRANSIT DISTRICT  
36 SANDY FIRE DISTRICT NO. 72  
37 SUNSET EMPIRE PARK AND RECREATION  
38 THE NEWPORT PARK AND RECREATION CENTER  
39 THE PORT OF PORTLAND  
40 TILLAMOOK PEOPLES UTILITY DISTRICT  
41 TUALATIN HILLS PARK AND RECREATION DISTRICT  
42 TUALATIN VALLEY FIRE & RESCUE  
43 TUALATIN VALLEY WATER DISTRICT  
44 UNION SOIL & WATER CONSERVATION DISTRICT  
45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT  
46 WEST VALLEY HOUSING AUTHORITY  
47 WILLAMALANE PARK AND RECREATION DISTRICT  
48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

### **No. State Agencies**

1 BOARD OF MEDICAL EXAMINERS  
2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
3 OFFICE OF THE STATE TREASURER  
4 OREGON BOARD OF ARCHITECTS  
5 OREGON CHILD DEVELOPMENT COALITION  
6 OREGON DEPARTMENT OF EDUCATION  
7 OREGON DEPARTMENT OF FORESTRY  
8 OREGON DEPT OF TRANSPORTATION  
9 OREGON DEPT. OF EDUCATION  
10 OREGON LOTTERY  
11 OREGON OFFICE OF ENERGY  
12 OREGON STATE BOARD OF NURSING  
13 OREGON STATE POLICE  
14 OREGON TOURISM COMMISSION  
15 OREGON TRAVEL INFORMATION COUNCIL  
16 SANTIAM CANYON COMMUNICATION CENTER  
17 SEIU LOCAL 503, OPEU  
1 ADMIN. SERVICES OFFICE  
2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
3 HAWAII HEALTH SYSTEMS CORPORATION  
4 SOH- JUDICIARY CONTRACTS AND PURCH  
5 STATE DEPARTMENT OF DEFENSE  
6 STATE OF HAWAII  
7 STATE OF HAWAII  
8 STATE OF HAWAII, DEPT. OF EDUCATION

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DOCUNITED IMAGING, LLC  
(Vendor Authorized Reseller of Laserfiche)**

**EXHIBIT B  
Scope of Work**

**PROJECT**

The City of Glendale will be converting from Application Xtender, the current document imaging application, and implement Laserfiche records management software throughout the City.

The following are the scope and objectives for the Services.

**DOCUNITED IMAGING PROFESSIONAL SERVICES**

Items not covered under support will be billed at \$175.00 per hour per person with advanced notice given to customer before any work is performed. Professional Services will include:

- Requirements Gathering via interviews
- Installation and configuration of Laserfiche software components
- Documentation
- Implementation of Transparent Records Management (customer must provide completed records spreadsheet provided by DocUnited). DocUnited will create records series and records folders. Training for Records Manager.
- Laserfiche Workflows - Based on current known processes. Additional workflows may be requested to expand document management functionality beyond the initial implementation. Additional workflows will be treated as separate projects with separate time estimates.
- Users, Groups, Folders and Security per department (customer must provide user list and access level.)
- Consulting services to connect to line of business application via ODBC for database lookups and autofills for Laserfiche documents. Quick Fields sessions and Quick Fields agent to automate document indexing process where possible. Quick Fields session to check sensitivity of Police Department flagged documents.
- Testing and modifications per business process from start of process to end of process with error trapping.
- Audit Report configuration and save for repeated use - per report. Training to create and run audit reports.
- Laserfiche mobile configuration
- Laserfiche template and filing structure
- Workflow Training - Train City of Glendale staff on workflow objects and configuring workflows

- Professional services to complete 2 eforms for City of Glendale and provide training to Glendale staff regarding Forms design. If additional form creation is required, this will be treated as separate projects. It is difficult to determine at this time the quantity of eforms and complexity that will be required.
- Configure Import Agent profiles
- Laserfiche Connector testing and configuration
- Configuration of public document searches for Laserfiche Weblink public portal
- Project Management Services
- Modifications that will arise after going live

Additional details are on the following pages.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DOCUNITED IMAGING, LLC  
(Vendor Authorized Reseller of Laserfiche)**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

**\$380,000**

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$380,000.

**DETAILED PROJECT COMPENSATION**

**Estimated One time Costs:**

- |  |             |
|--|-------------|
| 1. Estimate of professional service hours (\$175/hr) for Laserfiche Implementation | \$75,000.00 |
| Invoice #1 - \$37,500 upon delivery of software                                    |             |
| Invoice #2 - \$37,500 upon completion of Implementation                            |             |
| Travel & lodging is included.  |             |
| 2. Conversion Services - Convert Application Extender documents to Laserfiche      | \$30,000.00 |

**Estimated Software Costs:**

- |  |                |
|--|----------------|
| 1. RIO Named Full Users            200-199   Pricing tier 200  | \$114,000.00   |
| (Qty - 200 at \$570.00 ea.)  |                |
| 2. (OPTIONAL) Records Management -   | \$ 11,400.00   |
| (Qty - 200 at \$57.00 - 10% Add on to the user license.)   |                |
| 3. Unlimited Laserfiche Servers and Repositories included with RIO.  | \$        0.00 |
| (Qty 1 - Included - Allows distributed processing among multiple servers.)   |                |
| 4 Workflow - Automate manual processes within Laserfiche.  | \$        0.00 |
| (Qty - 1 -Included with Laserfiche RIO. The quantity of workflows is not limited. You can either hire DocUnited Imaging to create workflows or we can train someone to create workflows. It is our goal to have you as self sufficient as you would like to be regarding all of the Laserfiche functionality.) |                |
| 5. Web Access (including Mobile, Web Access Light and (SharePoint integration)   | \$        0.00 |

(Qty 1 - Included - Web Access is a thin client option for users to log in to the Laserfiche repository. It is not necessary to install client software, but we do recommend the thick (software installed) client for power users and records managers.)

6. Web Administration Console - Access to Laserfiche \$ 0.00  
(Qty 1 - Included - Administration via a web browser).

7. Advanced Audit Trail with Watermark feature included with RIO. \$ 0.00  
(Qty - 1 - Included - Audit everything that happens in the Laserfiche repository.)

8. Snapshot and Email included with all full licenses. \$ 0.00  
(Qty - 200 - Included - Snapshot is the print driver to convert electronic documents to images.)

9 Laserfiche Pilot Weblink Public Portal includes (25) concurrent (read only) \$ 23,750.00  
(Qty - 1 (+25 concurrent read only) Connections to Laserfiche repository for search and viewing only for public viewing and can also be configured for internal users. (If it is determined, 25 concurrent licenses is not adequate quantity, a trade in value will be credited towards the unlimited public portal. We are recommending the smaller public portal for initial roll out.)

10. Import Agent - 1 \$ 1,425.00  
(Qty - 1) Used to import images into Laserfiche from multifunction scanners and for Police Department scanning to a network directory.

11. Laserfiche Connector - Integration tool - 28.50 \$ 5,700.00  
(Qty - 200) Out of the box integration with your line of business apps 5% add on to Laserfiche license. Can be used to scrape data from screen for auto indexing and link to existing applications.

12. Laserfiche Electronic Forms - 10% add on to license. (200) 57.00 \$ 11,400.00  
(Qty - 200 at \$57.00 ea)

13. Forms Portal Add on \$ 7,595.25  
(Qty - 1 allows forms submission from public users and/or users without a Laserfiche license unlimited submittal licenses. Allows form submission only, from unlicensed (public) and non-authenticated users.)

14. Quick Fields Context includes Quick Fields, Quick Fields Scripting \$ 9,500.00  
(Qty - 1 - Kit and Validation packages for Bar Code, Real-Time Lookup and Zone OCR, Optical Mark Recognition and Auto Stamp/Redaction/Bates Num. We are recommending this module after meeting with IT regarding the current document identification processes. Quick Fields Context will be installed on a server and can be used for multiple documents types/processes. Having one Quick Fields license on the server is more cost effective and efficient than managing multiple licenses on individual workstations. This scenario, also requires Quick Fields Agent for scheduling and eliminating manual launching of the sessions)

15. Quick Fields Agent - Scheduling of Quick Fields sessions \$ 9,500.00  
(Qty -1)

16. Support -Below are annual support items prorated for 11 months to coincide with the NCPA (Laserfiche) contract expiration date of 5/31/18. That is why the quantities are different than the purchase quantities for the math to match 11 months instead of 12.

Laserfiche Annual Support RIO Named Users	183.3333	114.00	\$20,900.00
Laserfiche Annual Support Records Management	183.3333	11.40	\$ 2,090.00
Laserfiche Annual Support Import Agent	0.9167	285.00	\$ 261.26
Laserfiche Annual Support Pilot Public Portal	0.9167	4,750.00	\$ 4,354.33
Laserfiche Annual Support Laserfiche Connector	183.3333	5.70	\$ 1,045.00
Laserfiche Annual Support Forms	183.3333	11.40	\$ 2,090.00
Laserfiche Annual Support Forms Portal add on	0.9167	1,519.05	\$ 1,392.51
Laserfiche Annual Support Quick Fields Classify	0.9167	1,900.00	\$ 1,741.73
Laserfiche Annual Support Quick Fields Agent	0.9167	1,900.00	\$ 1,741.73
SUBTOTAL			\$229,886.81
TAX (8.6%)			\$ 19,770.27
TOTAL			\$249,657.08

**Product Description**
**Code**
**NCPA Software Price**
**(Each)**

Laserefiche Rio Named Full Users (1) (2)	100-199 users	ENF01	\$678.30
	200-499 users	ENF02	\$581.40
	500-999 users	ENF05	\$484.50
	1,000-1,499 users	ENF10	\$387.60
	1,500-1,999 users	ENF15	\$339.15
	2,000-2,999 users	ENF20	\$290.70
	3,000-3,999 users	ENF30	\$251.94
	4,000-4,999 users	ENF40	\$222.87
	5,000-5,999 users	ENF50	\$193.80
	6,000-6,999 users	ENF60	\$184.11
	7,000-7,999 users	ENF70	\$174.42
	8,000-8,999 users	ENF80	\$164.73
	9,000-9,999 users	ENF90	\$155.04
	10,000-19,999 users	ENF100	\$145.35
	20,000-29,999 users	ENF200	\$130.82
	30,000-39,999 users	ENF300	\$116.28
Laserefiche Rio Pilot Named Full Users	40,000-49,999 users	ENF400	\$106.59
	50,000+ users	ENF500	\$96.90
	25-49 users	ENFPL25	\$872.10
	50-99 users	ENFPL50	\$807.18

Laserefiche Rio Named Retrieval Users (3)	200-999 users	ENR2	\$193.80
	1,000-9,999 users	ENR10	\$96.90
	10,000-19,999 users	ENR100	\$36.82
	20,000-49,999 users	ENR200	\$32.95
	50,000+ users	ENR500	\$24.23

Laserefiche Forms Authenticated Participants (4)	1-49 users	EAFRM001	\$193.80
	50-199 users	EAFRM005	\$135.66
	200-499 users	EAFRM02	\$95.93
	500-999 users	EAFRM05	\$67.83
	1,000-1,999 users	EAFRM10	\$54.26
	2,000-2,999 users	EAFRM20	\$36.82
	3,000-4,999 users	EAFRM30	\$31.01
	5,000+ users	EAFRM50	\$25.19

Laserefiche Pilot Public Portal license	PPM25	\$24,225.00
Includes Laserefiche Weblink and 25 Weblink-only retrieval connections		
Laserefiche Public Portal license (5)	PPX	\$43,605.00
Includes Laserefiche Weblink and unlimited Weblink-only retrieval connections per processor		
Laserefiche Public Portal license for dual CPU machine (5)	PPX2	\$48,450.00
Laserefiche Public Portal license for multiprocessor machine (5)	PPMX	\$72,675.00



## Percentage Add-Ons

Laserfiche Records Management Edition (6)	ERM	10% add-on to all named full and retrieval users
Laserfiche Oracle Server Support	EOS	10% add-on to all named full and retrieval users
Laserfiche Forms For Laserfiche Full Named Users only.	EFRM	10% add-on to all named full users
Laserfiche Connector	ECNC	5% add-on to all named full users
Laserfiche Forms Portal Add-on (7) Allows anonymous form submission from unlicensed (public) users.	EPFRM	\$7,747.16
Laserfiche Forms Enterprise Portal Add-on (8)	EPXFRM	\$23,256.00

## Desktop-Based Add-Ons

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

### Product Description

Code

NCPA Software Price

(Each)

### Capture Tools

Laserfiche Quick Fields	QC5	\$576.56
Laserfiche Quick Fields Basic Quick Fields and Validation packages for Bar Code and Real-Time Lookup	QC4	\$2,422.50
Laserfiche Quick Fields Core Quick Fields, Quick Fields Scripting Kit and Validation packages for Bar Code, Real-Time Lookup and Zone OCR	QC1	\$4,845.00
Laserfiche Quick Fields Classify Quick Fields Core package plus Document Classification	QC2	\$7,267.50
Laserfiche Quick Fields Context Quick Fields Core package plus Forms Alignment, Forms Identification, Forms Extractor, Optical Mark Recognition and Auto Stamp/Redaction/Bates Num.	QC3	\$9,690.00
Laserfiche Quick Fields Complete (All of the above)	QCX	\$14,535.00
Laserfiche Quick Fields Agent	QFA	\$9,690.00
Laserfiche Auto Stamp/Redaction/Bates Num. (upgrades only)	QC6	\$484.50
Laserfiche Document Classification (upgrades only)	QC9	\$4,845.00
Laserfiche Import Agent	IA	\$1,453.50
Laserfiche ScanConnect	SC01	\$159.89
Laserfiche ScanConnect 5-pack	SC05	\$639.54
Laserfiche ScanConnect 10-pack	SC10	\$886.64

### Digital Archiving and Publishing

Laserfiche Plus for Digital Archiving (up to 5 seats, internal business use only)	PLUS1	\$9,690.00
Laserfiche Plus for Publishing (royalty-free distribution of published media (9))	PLUS2	\$3,682.20

## Server-Based Add-Ons

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

### Product Description

Code

NCPA Software Price

(Each)

### Agenda Manager

Laserfiche Enterprise Agenda Manager (10 Meeting Types)	Laserfiche RTO Price Sheet, Updated 6/14/2017	\$24,225.00
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## Integration Tools

## Pricing Notes

**NOTE:** A minimum of one year LSAP must be purchased with each new system. When new users or software are added to the system, LSAP should be adjusted so that all components of the system have the same renewal date.

**NOTE:** Volume discounts for additional users are based on the total size of the system. Thus someone adding 200 users to a 300-user system would receive the 500-user discount on the new purchase. Users must have current LSAP to take advantage of volume discounts.

**NOTE:** "Premium" LSAP provides a higher level of service as defined in Laserefiche service agreements.

(1) Named User pricing includes the following features:

- Unlimited Laserefiche Servers
- Workflow
- Web Access (including LT Mobile, Web Access Light and the SharePoint integration)
- Advanced Audit Trail with Watermark feature
- Web Administration Console \*requires Server 8.3 or later
- Digital Signatures \*requires Server 8.3 or later
- Snapshot
- E-mail

(2) Rio Licensing is enforced by the Rio License Manager, a tool included with each Rio system.

(3) Named Retrieval Users have read-only access to Rio servers. Initial purchase has a minimum of 200 users.

(4) Laserefiche Forms Authenticated Participants require the purchase of Laserefiche Forms.

(5) Unlimited Public Portal includes Weblink and Weblink-only unlimited retrieval connections per processor. Public Portal licenses provide read-only access only through Laserefiche Weblink. Any physical server or virtual machine using a Unlimited Public Portal license must have a number of licenses equal to the number of processors on the Laserefiche Server.

(6) Laserefiche Records Management Edition is DoD 5015.2 certified. For our certified system configuration, please visit <http://jtc.fhu.disa.mil/cgi/rma/reg.aspx>

(7) Laserefiche Forms Portal Add-on requires the purchase of Laserefiche Forms and is licensed per server.

(8) Laserefiche Forms Enterprise Portal Add-on requires the purchase of Laserefiche Forms and is licensed per Laserefiche Rio system.

(9) Laserefiche Plus for Publishing allows royalty-free distribution of published CDs, provided they are distributed free of charge. Please see the license agreement for further details.



**Product Description**

**Code**

**NCPA Basic LSAP Price**

			(Each)
Laserefiche Rio Named Full Users (1) (2)	100-199 users	ENF01	\$135.66
	200-499 users	ENF02	\$116.28
	500-999 users	ENF05	\$96.90
	1,000-1,499 users	ENF10	\$77.52
	1,500-1,999 users	ENF15	\$67.83
	2,000-2,999 users	ENF20	\$58.14
	3,000-3,999 users	ENF30	\$50.39
	4,000-4,999 users	ENF40	\$44.57
	5,000-5,999 users	ENF50	\$38.76
	6,000-6,999 users	ENF60	\$36.82
	7,000-7,999 users	ENF70	\$34.88
	8,000-8,999 users	ENF80	\$32.95
	9,000-9,999 users	ENF90	\$31.01
	10,000-19,999 users	ENF100	\$29.07
	20,000-29,999 users	ENF200	\$26.16
Laserefiche Rio Pilot Named Full Users	30,000-39,999 users	ENF300	\$23.26
	40,000-49,999 users	ENF400	\$21.32
	50,000+ users	ENF500	\$19.38
	25-49 users	ENFPL25	\$174.42
	50-99 users	ENFPL50	\$161.82
Laserefiche Rio Named Retrieval Users (3)	200-999 users	ENR2	\$38.76
	1,000-9,999 users	ENR10	\$19.38
	10,000-19,999 users	ENR100	\$7.36
	20,000-49,999 users	ENR200	\$6.59
	50,000+ users	ENR500	\$4.85
Laserefiche Forms Authenticated Participants (4)	1-49 users	EAFRM001	\$38.76
	50-199 users	EAFRM005	\$27.13
	200-499 users	EAFRM02	\$19.19
	500-999 users	EAFRM05	\$13.57
	1,000-1,999 users	EAFRM10	\$10.85
	2,000-2,999 users	EAFRM20	\$7.36
	3,000-4,999 users	EAFRM30	\$6.20
Laserefiche Pilot Public Portal license	5,000+ users	EAFRM50	\$5.04
Includes Laserefiche Weblink and 25 Weblink-only retrieval connections			
Laserefiche Public Portal license (5)			
Includes Laserefiche Weblink and unlimited Weblink-only retrieval connections per processor			
Laserefiche Public Portal license for dual CPU machine (5)			
Laserefiche Public Portal license for multiprocessor machine (5)			
		PPM25	\$4,845.00
		PPX	\$8,721.00
		PPX2	\$9,690.00
		PPMX	\$14,535.00

## Percentage Add-Ons

Laserfiche Records Management Edition (6)	ERM	10% add-on to all named full and retrieval users
Laserfiche Oracle Server Support	EOS	10% add-on to all named full and retrieval users
Laserfiche Forms For Laserfiche Full Named Users only.	EFRM	10% add-on to all named full users
Laserfiche Connector	ECNC	5% add-on to all named full users
Laserfiche Forms Portal Add-on (7)	EPFRM	\$1,549.43
Allows anonymous form submission from unlicensed (public) users.		
Laserfiche Forms Enterprise Portal Add-on (8)	EPXFRM	\$4,651.20

## Desktop-Based Add-Ons

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

**Product Description** **Code** **NCPA Basic LSAP Price**

(Each)

### Capture Tools

Laserfiche Quick Fields	QC5	\$116.28
Laserfiche Quick Fields Basic	QC4	\$484.50
Quick Fields and Validation packages for Bar Code and Real-Time Lookup		
Laserfiche Quick Fields Core	QC1	\$969.00
Quick Fields, Quick Fields Scripting Kit and Validation packages for Bar Code, Real-Time Lookup and Zone OCR		
Laserfiche Quick Fields Classify	QC2	\$1,453.50
Quick Fields Core package plus Document Classification		
Laserfiche Quick Fields Context	QC3	\$1,938.00
Quick Fields Core package plus Forms Alignment, Forms Identification, Forms Extractor, Optical Mark Recognition and Auto Stamp/Redaction/Bates Num.		
Laserfiche Quick Fields Complete (All of the above)	QCX	\$2,907.00
Laserfiche Quick Fields Agent	QFA	\$1,938.00
Laserfiche Auto Stamp/Redaction/Bates Num. (upgrades only)	QC6	\$96.90
Laserfiche Document Classification (upgrades only)	QC9	\$969.00
Laserfiche Import Agent	IA	\$290.70
Laserfiche ScanConnect	SC01	\$31.98
Laserfiche ScanConnect 5-pack	SC05	\$127.91
Laserfiche ScanConnect 10-pack	SC10	\$177.33

### Digital Archiving and Publishing

Laserfiche Plus for Digital Archiving (up to 5 seats, internal business use only)	PLUS1	\$1,938.00
Laserfiche Plus for Publishing (royalty-free distribution of published media (9))	PLUS2	\$1,550.40

## Server-Based Add-Ons

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

### Product Description

**Code** **NCPA Basic LSAP Price**

(Each)

### Agenda Manager

Laserfiche Enterprise Agenda Manager (10 Meeting Types)	Laserfiche RTO Price Sheet, Updated 6/14/17	\$4,845.00
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Laserfiche Enterprise Agenda Manager (50 Meeting Types)	EAM50	\$6,783.00
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## Integration Tools

Laserfiche SDK	TK	\$726.75
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## Pricing Notes

**NOTE:** A minimum of one year LSAP must be purchased with each new system. When new users or software are added to the system, LSAP should be adjusted so that all components of the system have the same renewal date.

**NOTE:** Volume discounts for additional users are based on the total size of the system. Thus someone adding 200 users to a 300-user system would receive the 500-user discount on the new purchase. Users must have current LSAP to take advantage of volume discounts.

**NOTE:** "Premium" LSAP provides a higher level of service as defined in Laserfiche service agreements.

(1) Named User pricing includes the following features:

- Unlimited Laserfiche Servers
- Workflow
- Web Access (including If Mobile, Web Access Light and the SharePoint Integration)
- Advanced Audit Trail with Watermark feature
- Web Administration Console \*requires Server 8.3 or later
- Digital Signatures \*requires Server 8.3 or later
- Snapshot
- E-mail

(2) Rio Licensing is enforced by the Rio License Manager, a tool included with each Rio system.

(3) Named Retrieval Users have read-only access to Rio servers. Initial purchase has a minimum of 200 users.

(4) Laserfiche Forms Authenticated Participants require the purchase of Laserfiche Forms.

(5) Unlimited Public Portal includes Weblink and Weblink-only unlimited retrieval connections per processor. Public Portal licenses provide read-only access only through Laserfiche Weblink. Any physical server or virtual machine using a Unlimited Public Portal license must have a number of licenses equal to the number of processors on the Laserfiche Server.

(6) Laserfiche Records Management Edition is DoD 5015.2 certified. For our certified system configuration, please visit <http://jtc.fhu.disa.mil/cgi/rma/reg.aspx>

(7) Laserfiche Forms Portal Add-on requires the purchase of Laserfiche Forms and is licensed per server.

(8) Laserfiche Forms Enterprise Portal Add-on requires the purchase of Laserfiche Forms and is licensed per Laserfiche Rio system.

(9) Laserfiche Plus for Publishing allows royalty-free distribution of published CDs, provided they are distributed free of charge. Please see the license agreement for



**Product Description**

**Code**

**NCPA Premium LSAP Price**

**(Each)**

Laserefiche Rio Named Full Users (1) (2)	100-199 users	ENF01	\$183.14
	200-499 users	ENF02	\$156.98
	500-999 users	ENF05	\$130.82
	1,000-1,499 users	ENF10	\$104.65
	1,500-1,999 users	ENF15	\$91.57
	2,000-2,999 users	ENF20	\$78.49
	3,000-3,999 users	ENF30	\$68.02
	4,000-4,999 users	ENF40	\$60.17
	5,000-5,999 users	ENF50	\$52.33
	6,000-6,999 users	ENF60	\$49.71
	7,000-7,999 users	ENF70	\$47.09
	8,000-8,999 users	ENF80	\$44.48
Laserefiche Rio Named Full Users	9,000-9,999 users	ENF90	\$41.86
	10,000-19,999 users	ENF100	\$39.24
	20,000-29,999 users	ENF200	\$35.32
	30,000-39,999 users	ENF300	\$31.40
	40,000-49,999 users	ENF400	\$28.78
	50,000+ users	ENF500	\$26.16
	25-49 users	ENFPL25	\$235.47
	50-99 users	ENFPL50	\$218.03
Laserefiche Rio Named Retrieval Users (3)	200-999 users	ENR2	\$52.33
	1,000-9,999 users	ENR10	\$26.16
	10,000-19,999 users	ENR100	\$9.94
	20,000-49,999 users	ENR200	\$8.90
	50,000+ users	ENR500	\$6.54
Laserefiche Forms Authenticated Participants (4)	1-49 users	EAFRM001	\$52.33
	50-199 users	EAFRM005	\$36.63
	200-499 users	EAFRM02	\$25.90
	500-999 users	EAFRM05	\$18.31
	1,000-1,999 users	EAFRM10	\$14.65
	2,000-2,999 users	EAFRM20	\$9.94
	3,000-4,999 users	EAFRM30	\$8.37
	5,000+ users	EAFRM50	\$6.80
Laserefiche Pilot Public Portal license			
Includes Laserefiche Weblink and 25 Weblink-only retrieval connections		PPM25	\$6,540.75
Laserefiche Public Portal license (5)			
Includes Laserefiche Weblink and unlimited Weblink-only retrieval connections per processor		PPX	\$11,773.35
Laserefiche Public Portal license for dual CPU machine (5)		PPX2	\$13,081.50
Laserefiche Public Portal license for multiprocessor machine (5)		PPMX	\$19,622.25

## Percentage Add-Ons

Laserfiche Records Management Edition (6)	ERM	10% add-on to all named full and retrieval users
Laserfiche Oracle Server Support	EOS	10% add-on to all named full and retrieval users
Laserfiche Forms For Laserfiche Full Named Users only.	EFRM	10% add-on to all named full users
Laserfiche Connector	ECNC	5% add-on to all named full users
Laserfiche Forms Portal Add-on (7) Allows anonymous form submission from unlicensed (public) users.	EPFRM	\$2,091.73
Laserfiche Forms Enterprise Portal Add-on (8)	EPXFRM	\$6,279.12

## Desktop-Based Add-Ons

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

**Product Description** **Code** **NCPA Premium LSAP Price**

(Each)

### Capture Tools

Laserfiche Quick Fields	QC5	\$155.04
Laserfiche Quick Fields Basic Quick Fields and Validation packages for Bar Code and Real-Time Lookup	QC4	\$654.08
Laserfiche Quick Fields Core Quick Fields, Quick Fields Scripting Kit and Validation packages for Bar Code, Real-Time Lookup and Zone OCR	QC1	\$1,308.15
Laserfiche Quick Fields Classify Quick Fields Core package plus Document Classification	QC2	\$1,962.23
Laserfiche Quick Fields Context Quick Fields Core package plus Forms Alignment, Forms Identification, Forms Extractor, Optical Mark Recognition and Auto Stamp/Redaction/Bates Num.	QC3	\$2,616.30
Laserfiche Quick Fields Complete (All of the above)	QCX	\$3,924.45
Laserfiche Quick Fields Agent	OFA	\$2,616.30
Laserfiche Auto Stamp/Redaction/Bates Num. (upgrades only)	QC6	\$130.82
Laserfiche Document Classification (upgrades only)	QC9	\$1,308.15
Laserfiche Import Agent	IA	\$392.45
Laserfiche ScanConnect	SC01	\$43.17
Laserfiche ScanConnect 5-pack	SC05	\$172.68
Laserfiche ScanConnect 10-pack	SC10	\$239.39

### Digital Archiving and Publishing

Laserfiche Plus for Digital Archiving (up to 5 seats, internal business use only)	PLUS1	\$2,616.30
Laserfiche Plus for Publishing (royalty-free distribution of published media (9))	PLUS2	\$1,841.10

## Server-Based Add-Ons

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

**Product Description** **Code** **NCPA Premium LSAP Price**

(Each)

### Agenda Manager

Laserfiche Enterprise Agenda Manager (10 Meeting Types)	Laserfiche RTO Price Sheet, Updated: 6/14/2017 EAM7	\$6,540.75
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Laserfiche Enterprise Agenda Manager (50 Meeting Types)	EAM50	\$9,157.05
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## Integration Tools

Laserfiche SDK	TK	\$969.00
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## Pricing Notes

**NOTE:** A minimum of one year LSAP must be purchased with each new system. When new users or software are added to the system, LSAP should be adjusted so that all components of the system have the same renewal date.

**NOTE:** Volume discounts for additional users are based on the total size of the system. Thus someone adding 200 users to a 300-user system would receive the 500-user discount on the new purchase. Users must have current LSAP to take advantage of volume discounts.

**NOTE:** "Premium" LSAP provides a higher level of service as defined in Laserfiche service agreements.

(1) Named User pricing includes the following features:

- Unlimited Laserfiche Servers
- Workflow
- Web Access (including If Mobile, Web Access Light and the SharePoint integration)
- Advanced Audit Trail with Watermark feature
- Web Administration Console \*requires Server 8.3 or later
- Digital Signatures \*requires Server 8.3 or later
- Snapshot
- E-mail

(2) Rio Licensing is enforced by the Rio License Manager, a tool included with each Rio system.

(3) Named Retrieval Users have read-only access to Rio servers. Initial purchase has a minimum of 200 users.

(4) Laserfiche Forms Authenticated Participants require the purchase of Laserfiche Forms.

(5) Unlimited Public Portal includes Weblink and Weblink-only unlimited retrieval connections per processor. Public Portal licenses provide read-only access only through Laserfiche Weblink. Any physical server or virtual machine using a Unlimited Public Portal license must have a number of licenses equal to the number of processors on the Laserfiche Server.

(6) Laserfiche Records Management Edition is DoD 5015.2 certified. For our certified system configuration, please visit <http://jtc.fhu.disa.mil/cgi/rma/reg.aspx>

(7) Laserfiche Forms Portal Add-on requires the purchase of Laserfiche Forms and is licensed per server.

(8) Laserfiche Forms Enterprise Portal Add-on requires the purchase of Laserfiche Forms and is licensed per Laserfiche Rio system.

(9) Laserfiche Plus for Publishing allows royalty-free distribution of published CDs, provided they are distributed free of charge. Please see the license agreement for



**Product Description**
**Code**
**NCPA Diamond ISAP Price**
**(Each)**

Laserefiche Rio Named Full Users (1) (2)	100-199 users	ENF01	\$237.41
	200-499 users	ENF02	\$203.49
	500-999 users	ENF05	\$169.58
	1,000-1,499 users	ENF10	\$135.66
	1,500-1,999 users	ENF15	\$119.19
	2,000-2,999 users	ENF20	\$101.75
	3,000-3,999 users	ENF30	\$88.18
	4,000-4,999 users	ENF40	\$78.49
	5,000-5,999 users	ENF50	\$67.83
	6,000-6,999 users	ENF60	\$64.92
	7,000-7,999 users	ENF70	\$61.05
	8,000-8,999 users	ENF80	\$57.66
	9,000-9,999 users	ENF90	\$54.26
	10,000-19,999 users	ENF100	\$51.36
	20,000-29,999 users	ENF200	\$45.79
	30,000-39,999 users	ENF300	\$40.70
	40,000-49,999 users	ENF400	\$37.79
Laserefiche Rio Pilot Named Full Users	50,000+ users	ENF500	\$33.92
	25-49 users	ENFPL25	\$305.24
	50-99 users	ENFPL50	\$282.95

Laserefiche Rio Named Retrieval Users (3)	200-999 users	ENR2	\$67.83
	1,000-9,999 users	ENR10	\$33.92
	10,000-19,999 users	ENR100	\$12.89
	20,000-49,999 users	ENR200	\$11.63
	50,000+ users	ENR500	\$8.72

Laserefiche Forms Authenticated Participants (4)	1-49 users	EAFRM001	\$67.83
	50-199 users	EAFRM005	\$47.48
	200-499 users	EAFRM02	\$33.92
	500-999 users	EAFRM05	\$24.23
	1,000-1,999 users	EAFRM10	\$19.38
	2,000-2,999 users	EAFRM20	\$12.89
	3,000-4,999 users	EAFRM30	\$10.85
	5,000+ users	EAFRM50	\$8.82

Laserefiche Pilot Public Portal license	PPM25	\$8,478.75
Includes Laserefiche Weblink and 25 Weblink-only retrieval connections		
Laserefiche Public Portal license (5)	PPX	\$15,261.75
Includes Laserefiche Weblink and unlimited Weblink-only retrieval connections per processor		
Laserefiche Public Portal license for dual CPU machine (5)	PPX2	\$16,957.50
Laserefiche Public Portal license for multiprocessor machine (5)	PPMX	\$25,436.25

## Percentage Add-Ons

Laserfiche Records Management Edition (6)	ERM	10% add-on to all named full and retrieval users
Laserfiche Oracle Server Support	EOS	10% add-on to all named full and retrieval users
Laserfiche Forms For Laserfiche Full Named Users only.	EFRM	10% add-on to all named full users
Laserfiche Connector	ECNC	5% add-on to all named full users
Laserfiche Forms Portal Add-on (7)	EPFRM	\$2,711.26
Allows anonymous form submission from unlicensed (public) users.		
Laserfiche Forms Enterprise Portal Add-on (8)	EPXFRM	\$8,139.60

## Desktop-Based Add-Ons

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

**Product Description** **Code** **NCPA Diamond LSAP Price**

(Each)

### Capture Tools

Laserfiche Quick Fields	QC5	\$201.79
Laserfiche Quick Fields Basic	QC4	\$847.88
Quick Fields and Validation packages for Bar Code and Real-Time Lookup		
Laserfiche Quick Fields Core		
Quick Fields, Quick Fields Scripting Kit and Validation packages for Bar Code, Real-Time Lookup and Zone OCR	QC1	\$1,695.75
Laserfiche Quick Fields Classify		
Quick Fields Core package plus Document Classification	QC2	\$2,543.63
Laserfiche Quick Fields Context		
Quick Fields Core package plus Forms Alignment, Forms Identification, Forms Extractor, Optical Mark Recognition and Auto Stamp/Redaction/Bates Num.	QC3	\$3,391.50
Laserfiche Quick Fields Complete (All of the above)		
Laserfiche Quick Fields Agent	QCX	\$5,087.25
Laserfiche Auto Stamp/Redaction/Bates Num. (upgrades only)	QFA	\$3,391.50
Laserfiche Document Classification (upgrades only)	QC6	\$169.58
Laserfiche Import Agent	QC9	\$1,695.75
Laserfiche ScanConnect	1A	\$508.73
Laserfiche ScanConnect 5-pack	SC01	\$56.20
Laserfiche ScanConnect 10-pack	SC05	\$223.84
	SC10	\$310.32

### Digital Archiving and Publishing

Laserfiche Plus for Digital Archiving (up to 5 seats, internal business use only)	PLUS1	\$3,391.50
Laserfiche Plus for Publishing (royalty-free distribution of published media (9))	PLUS2	\$2,209.32

## Server-Based Add-Ons

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

### Product Description

**Code** **NCPA Diamond LSAP Price**

(Each)

### Agenda Manager

Laserfiche Enterprise Agenda Manager (10 Meeting Types)	Laserfiche RTO Price Sheet, Updated 6/14/2017	\$8,478.75
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Laserfiche Enterprise Agenda Manager (50 Meeting Types)	EAM50	\$11,870.25
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## Integration Tools

Laserfiche SDK	TK	\$1,453.50
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## Pricing Notes

**NOTE:** A minimum of one year LSAP must be purchased with each new system. When new users or software are added to the system, LSAP should be adjusted so that all components of the system have the same renewal date.

**NOTE:** Volume discounts for additional users are based on the total size of the system. Thus someone adding 200 users to a 300-user system would receive the 500-user discount on the new purchase. Users must have current LSAP to take advantage of volume discounts.

**NOTE:** "Premium" LSAP provides a higher level of service as defined in Laserfiche service agreements.

(1) Named User pricing includes the following features:

- Unlimited Laserfiche Servers
- Workflow
- Web Access (including If Mobile, Web Access light and the SharePoint integration)
- Advanced Audit Trail with Watermark feature
- Web Administration Console \*requires Server 8.3 or later
- Digital Signatures \*requires Server 8.3 or later
- Snapshot
- E-mail

(2) Rio Licensing is enforced by the Rio License Manager, a tool included with each Rio system.

(3) Named Retrieval Users have read-only access to Rio servers. Initial purchase has a minimum of 200 users.

(4) Laserfiche Forms Authenticated Participants require the purchase of Laserfiche Forms.

(5) Unlimited Public Portal includes Weblink and Weblink-only unlimited retrieval connections per processor. Public Portal licenses provide read-only access only through Laserfiche Weblink. Any physical server or virtual machine using a Unlimited Public Portal license must have a number of licenses equal to the number of processors on the Laserfiche Server.

(6) Laserfiche Records Management Edition is DoD 5015.2 certified. For our certified system configuration, please visit <http://jtc.fhu.disa.mil/cgi/rma/reg.aspx>

(7) Laserfiche Forms Portal Add-on requires the purchase of Laserfiche Forms and is licensed per server.

(8) Laserfiche Forms Enterprise Portal Add-on requires the purchase of Laserfiche Forms and is licensed per Laserfiche Rio system.

(9) Laserfiche Plus for Publishing allows royalty-free distribution of published CDs, provided they are distributed free of charge. Please see the license agreement for



## Region XIV Education Service Center

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

Wednesday, March 1<sup>st</sup>, 2017

Laserfiche  
ATTN: Rebecca Ruckdashel  
3545 Long Beach Blvd  
Long Beach, CA 90807

Re: Annual Renewal of NCPA contract #11-03

Dear Rebecca:

Region XIV Education Service Center is happy to announce that Laserfiche has been awarded an annual contract renewal for Document and Records Management based on the proposal submitted to Region XIV ESC.

The contract will expire on May 31<sup>st</sup>, 2018, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

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

Sincerely,

A handwritten signature in cursive script that reads 'Ronnie Kincaid'.

Ronnie Kincaid  
Region XIV, Executive Director



## Laserfiche

Website: <http://www.laserfiche.com>

## Overview

Since 1987, Laserfiche® has used its Run Smarter® philosophy to create simple and elegant enterprise content management solutions. More than 35,000 organizations worldwide—including federal, state and local government agencies and Fortune 1000 companies—use Laserfiche software to streamline documents, records and business process management.

Laserfiche offers several core solution packages to address the business needs of small to large organizations, including Laserfiche Rio, an ECM solution that is straightforward to purchase, deploy, extend, and manage; and Laserfiche Avante, a powerful BPM solution with Workflow automation.

The Laserfiche ECM system is designed to give IT managers central control over their information infrastructure, including standards, security and auditing, while still offering business units the flexibility to react quickly to changing conditions. The Laserfiche product suite is built on top of Microsoft technologies to simplify system administration, supports Microsoft SQL and Oracle platforms, and features a seamless integration with Microsoft Office applications and a two-way integration with SharePoint.

Laserfiche distributes its software through a worldwide network of value-added resellers (VARs), who tailor solutions to clients' individual needs. The Laserfiche VAR Program has received the Five-Star Rating from VARBusiness magazine.

## Contract Info

### Awarded Vendor:

Laserfiche

### Contract Awarded:

Document and Records Management

### Contract Number:

11-03

### Lead Agency:

Region 14 ESC

### Contract Term:

5 year term, May 1, 2013 to May 31, 2018

*\*Option to renew for zero (0) additional one (1) year periods.*

## Due Diligence

### Request for Proposal:

RFP for Document and Records Management

**Awarded Vendor Response:**[Laserfiche's Response to RFP](#)**Evaluation:**[Bid Tab & Request for RFP List](#)**Award Letter:**[Region 14 Award Letter](#)**Renewal Letter:**[5th Year Renewal Letter](#)**Advertisements:**[USA Today Ad 1](#)[USA Today Ad 2](#)[NCPA Website Ad](#)

## Vendor Contact

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## Resellers

**Accelerated Information Systems**

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**BMI+ImageNet**

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**Deau Information Services**

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**SumnerOne/UDP**

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