

Solicitation Number: RFP #060624

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hyland Software, Inc., 28105 Clemens Road, Westlake, OH 44145 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, and 4.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Supplier and Participating Entities will negotiate applicable product usage, support, and installation specifications.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. WARRANTY. All Equipment, Products, and Services furnished by Supplier will include warranties under the terms of the Supplier Master Agreement, which shall be mutually agreed upon between Supplier and the Participating Entity, but which in any event will be no less favorable to the Participating Entity that the warranty terms as stated in Supplier's Proposal.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that reflect the mutually agreed upon product usage, support, and installation specifications, and includes all costs to the Participating Entity's requested delivery locations.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

In the event that a Participating Entity discovers a non-conformity in the performance of an on-premise software solution during the term of the warranty period under Supplier's standard Master Agreement, Supplier will repair or replace the non-conforming software at no additional charge. If unable to repair or replace such non-conforming software, Supplier will refund any applicable software license fees.

In the event that a Participating Entity discovers a non-conformity in the performance of a hosted software solution during the term of Supplier's standard SaaS Agreement, Supplier will repair the non-conforming component of the hosted solution at no additional charge. If unable to make such repair, Supplier will terminate the SaaS Agreement and refund any pre-paid SaaS fees.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

- A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:
 - Maintenance and management of this Contract;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier's indemnification obligations of Participating Entities will be as set forth in the applicable Supplier Master Agreement executed between Supplier and the Participating Entity.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. Use; Quality Control.
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. Network Security and Privacy Liability Insurance. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS. Supplier must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that, as of the date of this Contract, it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

As of the date of this Contract, Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. As of the date of this Contract, Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Geremy Schwartz

Jeremy Schwartz Title: Chief Procurement Officer

10/31/2024 | 1:39 PM CDT

Date:

Hyland Software, Inc.

DocuSigned by:

Jennifer Cook

Title: VP, Global Revenue Operations

Date: 10/31/2024 | 1:41 PM EDT

Rev. 3/2022 18

RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

Vendor Details

Company Name: Hyland Software, Inc.

28500 Clemens Road

Address:

Email:

Westlake, Ohio 44145

Stacey Chapman

Contact:

governmentcontracts@hyland.com

Phone: 440-788-5468 HST#: 341699247

Submission Details

Created On: Thursday April 18, 2024 09:33:18
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Submitted By: Stacey Chapman

Email: governmentcontracts@hyland.com

Transaction #: 0a792a70-f298-4f3c-ba20-1f844d3d2871

Submitter's IP Address: 134.22.82.65

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Hyland Software, Inc.	*
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 1B9X9	*
5	Proposer Physical Address:	Hyland Software, Inc. 28105 Clemens Rd. Westlake, OH 44145	*
6	Proposer website address (or addresses):	www.hyland.com/en	*
	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chris McLaughlin EVP, Chief Revenue Officer chris.mclaughlin@hyland.com 949-632-6007	*
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Stacey Chapman Government Contracts Administrator 2 Stacey.chapman@hyland.com 440-788-5468	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stacey Chapman is your main point-of-contact for this proposal, if she isn't available, please email governmentcontracts@hyland.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Hyland provides industry-leading technology foundations that empower its customers to create better human connections. Trusted by thousands of organizations worldwide, including more than half of the Fortune 100, Hyland's intelligent solutions seamlessly integrate content, data and processes to improve each interaction.
		Hyland solutions provide the technical infrastructure for organizations to transform siloed, disparate data points into unified, accessible, actionable content. Through providing industry-leading software and services, we help our customers manage information across the enterprise, connect their content across core applications and streamline, automate and optimize their processes so they can concentrate on the work that matters most.
		Hyland thrives on new ideas and diverse perspectives. We believe our people can accomplish anything. To help them get there, we provide the freedom to innovate, a license to be creative and leadership that supports and empowers each team member.
		Additional facts:
		Founded in 1991 More than 3,500 employees worldwide Approximately 14,300 customers in 100+ countries 15% of revenue is reinvested in ongoing product research and development 18% compound annual revenue growth rate since 2010 Sold direct and through channel – VARs, distributors, brokers, BPOs, SIs, ISVs and OEMs Built and delivered by industry experts in Healthcare, Government, Financial Services, Insurance, Commercial and Higher Education Global network of 450+ partners
		For additional information, please see the included Hyland Overview.pdf
11	What are your company's expectations in the event of an award?	In the event that Hyland is awarded a contract, Hyland expects to partner with Sourcewell to provide a significant value to its current and future government, education and nonprofit customers. We anticipate that a Sourcewell award will provide immediate benefits for both Hyland and our customer base, as it will fill a void for certain state government and education agencies that have expressed purchasing preference for Sourcewell contracts.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC fillings, credit and bond ratings, letters of credit, and detailed	Hyland actively supports approximately 14,300 customers in 100+ countries, making Hyland one of the largest independent content services vendors in the world.
	reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Hyland is a high-value, low-risk company built on stability and focus, as evidenced by our industry leading customer retention rates and year-after-year double-digit growth. Our compound annual revenue growth rate since 2010 is 18%.
		We maintain this stability by continually reinvesting in the development of our products. We typically spend approximately 15% of our revenue annually on research and development (R&D) of our product suite. In 2022, we spent \$176.4 million on R&D.
		For additional information, please see the Hyland Software Letter of Financial Stability Q3 2023.pdf
13	What is your US market share for the solutions that you are proposing?	Market share statistics for Hyland are provided by industry analyst Gartner. The data available for market share includes total software revenue for all Hyland products in the geographic market. In 2023 Hyland had 0.2% of the United States market share.
		Report highlights: Gartner defines the Content Services software market as including Content Services Platforms (CSP) and Content Collaboration Tools (CCT) Hyland is in the top five for Content Services Platforms following Microsoft, Oracle, IBM, OpenText and ahead of Box. Hyland has the highest growth percentage based on the top five vendors Hyland is in the top eight for combined CSP and CCT vendors.

14	What is your Canadian market share for the solutions that you are proposing?	Market share statistics for Hyland are provided by industry analyst Gartner. The data available for market share includes total software revenue for all software products in the geographic market. In 2023 Hyland had 17.6% of the Candian market share, up from 16.8% in 2022. Report highlights: Gartner defines the Content Services software market as including Content Services Platforms (CSP) and Content Collaboration Tools (CCT) Hyland is in the top five for Content Services Platforms following Microsoft, Oracle, IBM, OpenText and ahead of Box. Hyland has the highest growth percentage based on the top five vendors Hyland is in the top eight for combined CSP and CCT vendors.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer / service provider. b). Hyland is best described as a manufacturer. Hyland also provides related services including implementation, migration, training, cloud hosting, etc. The Hyland Sales division employs 550+ individuals who sell our software suite directly to our customers. These individuals are broken out into dedicated vertical teams in Government, Higher Education, Healthcare, Financial Services, Insurance and Commercial. We also have teams devoted to our international markets, including Latin America, Australia/APAC and EMEA. The Hyland Global Services team employs 350+ individuals who are dedicated to delivering our solutions to our customers. Solution deployment and solution support teams all have domain and product expertise in the specific vertical markets they serve, including: Government, Higher Education, Healthcare, Finance, Insurance, Manufacturing and more. Hyland Global Cloud Services and Technical Support employs 600+ individuals who work to support the Hyland Cloud, This seasoned team of cloud professionals is available 24/7/365, providing oversight on governance, risk, compliance, security, network and infrastructure, operations, database services, data services and support. Hyland Sales, Hyland Global Services, Hyland Global Cloud Services and Technical Support teams are direct employees of Hyland. Our dealer network Hyland has affiliations with a large global 'dealer' network including hundreds of authorized solution providers, System Integrators (SIs), Independent Software Vendors (ISVs), and private label partnerships. The unique architecture of our software and diversity of expertise among the company's channel partnerships have allowed Hyland to be implemented at a remarkably wide range of commercial and public sector organizations to support the sale, installation, and training initiatives associated with the solutions. These relationships are critical to our success as we strive to deliver complete business solutions that improve business decisions, customer satis
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	No special licenses or certificates are required by this RFP.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable

Table 3: Industry Recognition & Marketplace Success

Line	Question	Response *	
Iten	Question	response	1

20

21

the past three years

past three years

What percentage of your sales are to the governmental sector in

What percentage of your sales are to the education sector in the

Describe any relevant industry awards or recognition that your The following is a non-inclusive list of recognition Hyland has recently received: company has received in the past five years Analyst Recognition/Accolades: Explore expert coverage of Hyland, our products and our solution areas from the world's most trusted and respected analyst firms: https://www.hyland.com/en/resources/analyst-reports. Military Friendly® Employer Designation (2024): Hyland, a leading global content services provider, has earned the 2024 Military Friendly® Émployer designation. Hyland's Veterans Employee Resource Group is one component of Hyland's effort to create a military friendly workplace; that group executes programs that help connect, educate and engage Hyland's military service members. Additionally, veterans receive additional considerations around their benefits, including extra paid time off. Forbes Best Employers for Women (2023): Hyland has been awarded on the Forbes list of The Best Employers for Women 2023. This prestigious award is presented by Forbes and Statista Inc., the world-leading statistics portal and industry ranking provider. The Best Employers for Women have been identified in an independent survey from a vast sample of more than 60,000 U.S. employees working for companies employing at least 1,000 people within the United States. The sample included more than 40,000 women. Human Rights Campaign's Corporate Equality Index (2021): Marks the second year being included in the CEI, a time during which the company has enhanced its benefits to ensure transgender coverage and increased its corporate social responsibility support for the LGBT+ community Hyland honored with NorthFace Scoreboard Service Award for 7th consecutive year (2021): The Customer Relationship Management Institute audits and measures customer satisfaction – in tech support, field service and more and loyalty levels each year. This seventh consecutive honor for Hyland demonstrates the company's ongoing commitment to building long-term customer loyalty by continuously exceeding customer expectations Hyland named one of top companies in Cleveland by Linkedln (2021): Hyland was recognized as part of the 2021 LinkedIn top companies in Cleveland-Akron-Canton, a recognition in which LinkedIn measures companies in seven pillars related to career advancement: ability to advance, skills growth, company stability, external opportunity, company affinity, gender diversity and educational background. Hyland Chief People Office Debbie Connelly named an Employee Experience Leader of the Year (2021): Created to recognize the work of senior leaders who are pioneers in the field of employee experience (EX), which Reworked defines as the sum total of the elements, including workplace programs, management processes, technology and culture, that foster a positive and engaging workplace experience for an employee. Corporate Culture Awards: Top Workplace USA 2021 - 2024 This award celebrates nationally recognized companies that make the world a better place to work together by prioritizing a people-centered culture and giving employees a voice. The Top Workplaces USA award is based entirely on feedback from an employee engagement survey completed by the employees of participating workplaces. USA Top Workplace 2021 - 2024 Cleveland.com Top Workplaces 2010 - 2023 (Large Companies)
Top Workplace Industry Award: Technology 2021 - 2023
Top Workplace Culture Excellence Awards: Compensation & Benefits 2023, 2024 DE&I Practices 2023 Employee Appreciation 2022, 2023 Employee Value Prop 2021 Employee Well-Being 2021, 2022, 2023 Empowering Employees 2021 Innovation 2021, 2023 Leadership 2021, 2023 Professional Development 2022, 2023 Remote Work 2021 Work-Life Flexibility 2021, 2023, 2024 TrustRadius Tech Cares Aware recipient (2021): Recognizes companies nationally that are building strong social corporate responsibility programs and culture. Great Place to Work Awards From start-ups to the world's largest multinational companies, Great Place to Work acknowledges the best in workplace culture. They recognize companies of all sizes, in all industries, and around the world. #30 in Fortune Best Workplaces in Technology™ 2021 (Large) 2020 #100 in Great Place To Work's Best Workplaces for Parents™ 2020 2019 #72 in Fortune 100 Best Companies to Work For® 2019 #20 in Best Workplaces in Technology™ 2019 (Large) Medical Mutual - Pillar Awards: Hyland was selected for its employee-driven community service for the Pillar Awards since 2013. The award is presented to companies for their outstanding contributions to the community. Honorees embrace philanthropy or volunteerism. 2017 - 2023 Smart Culture Award: Smart Business recognizing some of the leading organizations that have built positive cultures and prioritize happy and engaged employees.

Government sector customers represent an average of 14.8% of our software bookings from 2021 through 2023.

The education sector represents 3.6% of our total software bookings from 2021 through 2023.

22	List any state manipolal or accompative myselector contacts that	Disease note that the color volume information included below is considered confidential and 15 feet and 15 feet.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Please note that the sales volume information included below is considered confidential and Hyland requests that this information be redacted per Minnesota Statute §13.37 and Minnesota Statute §325C.01. Over 25 years ago, Hyland applied for and received its first General Services Administration (GSA) contract, which was successfully implemented and managed through its life cycle. Because of our success under this contract, GSA granted us a second 20-year award. Since then, Hyland has received and successfully managed a wide variety of statewide, national, and international cooperative purchasing contracts including our initial Sourcewell contract, which was awarded in 2020.
		Cooperative contract: General Services Administration (GSA) Contract number: GS-35F-249DA Expires: March 31, 2026 Annual sales volume: Approximately \$11M - \$12M
		Cooperative contract: Ohio State Term Contract number: 533272-3-6 Expires: March 31, 2026 Annual sales volume: Approximately \$3M - \$4M
		Cooperative contract: California Multiple Award Schedule (CMAS) Contract number: 3-20-70-3831A Expires: March 31, 2026 Annual sales volume: Approximately \$100K
		Cooperative Contract: Ohio Department of Administrative Services (OH MCSA) Contract number: MCSA0118 Expires: June 30, 2031 Annual sales volume: Approximately \$500K
		Cooperative contract: Texas Department of Information Resources (DIR) Contract number: DIR-TSO-4378 Expires: December 9, 2025 Annual sales volume: Approximately \$2M - \$3M
		Cooperative contract: Virginia Information Technologies Agency (VITA) Contract number: VA200909-HYLS Expires: September 9, 2026 Annual sales volume: Approximately \$600K - \$800K
		Cooperative contract: OMNIA Partners Contract number: R190904 Expires: December 31, 2024 Annual sales volume: Approximately \$9M - \$10M
		Cooperative contract: NASPO ValuePoint Contract number: AR3106 Expires: September 15, 2026 Annual sales volume: Approximately \$1M - \$2M
		Cooperative contract: Sourcewell Contract number: 090320-HYL Expires: November 2, 2024 Annual sales volume: Approximately \$1M - \$3M
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.	Please note that the sales volume information included below is considered confidential and Hyland requests that this information be redacted per Minnesota Statute §13.37 and Minnesota Statute §325C.01.
	What is the annual sales volume for each of these contracts over the past three years?	Cooperative contract: General Services Administration (GSA) Contract number: GS-35F-249DA Expires: March 31, 2026 Annual sales volume: Approximately \$11M - \$12M

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Portland Community College	Greg Pitter	(971) 722-8500
Please note that the customer reference information provided in Table 4 is considered confidential and Hyland requests that this information be redacted per Minnesota Statute §13.37 and Minnesota Statute §325C.01. Customer references provide a testament to our ability to provide an industry-leading, flexible, yet easy to use solution. Hyland encourages prospective customers to engage our current customers and hear for themselves why Hyland is an industry leader. However, we ask that you be respectful of their time and contact them in advance to schedule a call. Further customer success stories may be viewed on our website, and we will be pleased to provide additional details if/as required to aid evaluation. https://www.hyland.com/en/services/customer-stories		
Ozarks Technical Community College	Eric Kyle	(417) 447-7602
Antelope Valley College	Michael Dioquino	(661) 722-6699

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
California State Government Agency	Government	California - CA	Software, hosting, support, services	Average annual transactions: \$7.3M Please note that the sales volume information included in this table is considered confidential and Hyland requests that this information be redacted per Minnesota Statute §13.37 and Minnesota Statute §255.01.	2021: \$3.9M 2022: \$7.7M 2023: \$10.3M
Colorado State Government Agency	Government	Colorado - CO	Software, hosting, support, services	Average annual transactions: \$6.7M Please note that the sales volume information included in this table is considered confidential and Hyland requests that this information be redacted per Minnesota Statute §13.37 and Minnesota Statute §325C.01.	2021: \$6M 2022: \$6.4M 2023: \$7.9M
Maryland Education Institution	Education	Maryland - MD	Software, hosting, support, services	Average annual transactions: \$1M Please note that the sales volume information included in this table is considered confidential and Hyland requests that this information be redacted per Minnesota Statute \$13.37 and Minnesota Statute \$255.01.	2021: \$1M 2022: \$1M 2023: \$1.1M
California State Government Agency	Government	California - CA	Software, hosting, support, services	Average annual transactions: \$2.6M Please note that the sales volume information included in this table is considered confidential and Hyland requests that this information be redacted per Minnesota Statute §13.37 and Minnesota Statute §325C.01.	2021: \$1.7M 2022: \$2.8M 2023: \$3.5M
Montana State Government Agency	Government	Montana - MT	Software, hosting, support, services	Average annual transactions: \$2.6M Please note that the sales volume information included in this table is considered confidential and Hyland requests that this information be redacted per Minnesota Statute \$13.37 and Minnesota Statute \$325C.01.	2021: \$1.7M 2022: \$2.8M 2023: \$3.5M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26		The Hyland Sales division directly employs 350+ individuals who sell our software suite directly to our customers in the US and Canada. These individuals are broken out into dedicated vertical teams in Government, Higher Education, Healthcare, Financial Services, Insurance and Commercial sectors. We also have teams devoted to our international markets, including Latin America, Australia/APAC and EMEA for a total of 550+ working in sales Our sales employees are spread across our office locations. As listed below, we have office presence in 6 locations and dozens of remote Hylanders around the world. U.S. offices: Auburn (CA); Lansing (MI); Lincoln (NE); Olathe (KS); Toronto (Canada); Westlake (OH – corporate headquarters) Global offices: Melbourne (Australia); Sydney (Australia); Sao Paulo (Brazil); Paris, (France); Berlin (Germany); Cologne (Germany); Freiburg (Germany); Kolkata (India); Tokyo (Japan); Katowice (Poland); Lisbon (Portugal); Amersfoort (Vetherlands); Chroelles (Switzerland); Maidenhead (United Kingdom); Nottingham (United Kingdom)

Hyland establishes strategic partnerships to support the diverse needs of our customer organizations. We have a team dedicated to managing the alliance partnerships with Independent Software Vendors (ISV) and System Integrators (SI) that are involved in our customer's solutions to ensure certified and/or validated integrations between platforms. We also have an exclusive network of authorized solution providers and original equipment manufacturers, which helps us to Dealer network or other distribution methods. provide holistic resources and expertise to our global customer base. The unique architecture of the software and diversity of expertise among the company's channel partnerships have allowed Hyland to be implemented at a remarkably wide range of commercial and public sector organizations to support the sale, installation, and training initiatives associated with the solutions. These relationships are critical to our success as we strive to deliver complete business solutions that improve business decisions, customer satisfaction, and productivity. Strategic Alliance Partners Duck Creek Technologies Ellucian - Ethos Connected Partner Ellie Mae Infor - Complementary Partner Oracle (OVI JDE Enterprise One) Symitar Trizetto Provider Solutions Workday - Select Partner Salesforce - ISV Partner Deltek Corelation Navigator Anthology AVAAP Cognizant Infosys NTT Data Tech Mahindra Wipro TCS (Tata Consulting Services) NGI CGI Federal Integration/Technology Partners Allscripts Autonomy Idol Cityworks DocuSian Jadu Esri Merge Microsoft Oracle – Gold Partner page SAP – Software Partner with Certified Integration to ArchiveLink Infrastructure Partners Citrix Hardware Partners Ambir Canon - document imaging systems Dell Epson - scanners Lexmark Fuji Xerox Fujitsu - document imaging Kodak – imaging Konica Minolta KYOCERA Document Solutions, America, Inc. Nuance Opex Panasonic Rimage® - publishing, duplication and printing systems Sharp Topaz - e-forms and digital handwritten signature Visioneer Wacom - digital interface solutions Xerox Fax Server Partners Biscom RightFax 28 Service force The Hyland Global Services organization provides a broad range of services; from strategic planning and needs assessment, to solution deployment, managed services and training on a global basis. The underlying philosophy of Hyland Global Services is to empower customers to operate, maintain, modify, and extend their Hyland solutions maximizing the value of their content services investment and minimizing their total cost of ownership over time. Global Services offers Implementation Services, Custom Integrations, Upgrade Services, Conversion Services, Database Platform Migration, Imaging Services, Education, Managed Services, Business Process Outsourcing, Staff Augmentation, Enterprise Planning, Infrastructure Planning, Program Management, Consulting Services, Change Management, and Project Management. Solution deployment and solution support teams all have domain and product expertise in the specific vertical markets they serve, including: Government, Higher Education, Healthcare, Finance, Insurance, Manufacturing and more. Hyland Global Cloud Services team employs 350+ people in the US and over 500 globally. In addition, there is a seasoned team of hundreds of cloud professionals (124 in the US and 278 globally as of this writing) and separate Technical Support team (177 employees in the US and 233 globally), providing oversight on governance, risk, compliance, security, network and infrastructure, operations, database services, data services and technical support.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Hyland accepts purchase orders from customers and authorized partners via email at purchase orders@hyland.com and can support the acceptance of purchase orders through fax or by mail as well. All purchase orders should be sent to the Hyland Software corporate headquarters located in Westlake, Ohio. Purchase orders are reviewed for validity and accuracy by a member of the Deal Desk Order Processing Team. Once the order document has been accepted as a valid purchase order, the order enters an Order Processing Workflow through Hyland's internal enterprise content management system. An Order Processing team member places the order for the desired product and creates an order information form that will be stored in our content management platform. A set of checks and balances are in place to ensure order and invoicing accuracy. The Purchase Order and relevant order information are routed through several departments that include Credit, Accounting, License Provisioning, and Renewals. Upon completion of the process the customer/partner receives a zip file including licensing certificates, and those files are also posted to the Hyland Community site so the downloadable files can be accessed at any point by the customer. Invoices are also created and distributed electronically. Typical turnaround time from receipt of a complete and correct purchase order is 2-3 business days. Partners proposed in Hyland's RFP response will have the ability to accept purchase orders, issue invoices, and accept payments directly from customers. When partners submit purchase orders to Hyland, the same process applies as outlined above.
30	Describe your strategy related to implementation, integration, and use of implementation partners.	Hyland is not specifically including implementation partners as part of this cooperative Agreement but we do have many that could potentially be utilized. Hyland's Services team offers implementations using a Project Implementation Methodology framework for working with customers to provide a flexible, customized delivery, focused on fulfilling each customer's unique needs and delivering exceptional satisfaction regardless of the scope of deployment. Use of the methodology provides a repeatable,
		consistent approach and common language for the project team to utilize and adapt to each project. It includes best practices, process guides, templates and tools that have evolved and been refined overtime, leveraging the experience gained from decades and thousands of past projects in a variety of industries and technical disciplines. This framework enables our team members to maintain our commitment to be flexible yet maintain a level of superior quality and efficiency. It also supports our mentoring and collaborative approach, which builds customer confidence and increases their self-sufficiency for future projects and growth. This collaborative partnership is established from the project onset and is carried throughout the delivery and completion of the solution.
		The project methodology defines the following:
		 Project definition (scope) Standard phases of an implementation
		 Members of a project team and how they are organized Definition of project roles, responsibilities, and tasks
		How projects will be managed, including project management control processes The project phases include the following:
		Initiation Discovery Implementation (Installation, Design, Configuration, and Development) Training and Testing Go Live
		Closure For additional information please see Hyland Implementation Methodology.pdf
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well	Hyland Technical Support is dedicated to helping maximize the return on your Hyland investment by offering a complete support system designed to meet your business needs. Hyland Technical Support offers multiple self-service and assisted support opportunities to help customers in resolving issues experienced with their implemented Hyland solution.
	as any incentives that help your providers meet your stated service goals or promises.	Self-service options include access to a Community portal where customers can self-serve with access to the Knowledge Base, documentation and software downloads. Assisted support opportunities include access to support resources by phone or by submitting cases via the Community portal.
		Additional support options are also available to customers at additional cost to eligible customers, which include Managed Services, Technical Account Manager and Success Path offerings.
		Hyland does not guarantee response times; however, support issues that materially impact production use of the system are addressed immediately. Hyland endeavors to identify a workaround whenever a permanent solution to a software error cannot be provided within a reasonable timeframe. The Technical Support analyst assigned to a support case is empowered to determine its impact on a customer's implemented product per defined Severity Levels, and to obtain immediate attention to the issue as required. Additionally, Customer Care Advocates have the ability to request and coordinate resources from multiple departments.
		The attached Hyland Technical Support Overview.pdf provides an overview of Technical Support capabilities and how to use them, helping you get the most from your Hyland product long after the initial sale and implementation.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United	Hyland stands ready and able to provide our products and services to all Sourcewell participating entities in the United States, with a detailed marketing plan and sales implementation strategy ready to launch at contract award.
	States.	We will leverage the following factors to provide an optimum solution to all such entities:
		Our experience of supporting cooperative purchasing contracts: As detailed in our earlier responses, Hyland has decades of experience successfully implementing and managing General Services Administration (GSA) schedules, multiple state term contracts, and several nationwide purchasing cooperatives. Our established domestic presence: Our corporate headquarters are in Westlake Ohio, and we also have US office presence in the following locations: Auburn, CA, USA Lansing, MI, USA Lincoln, NE, USA Olathe, KS, USA
		Over 350 Service employees are located in the U.S.: These teams are spread across the country and comprise sector specialists with extensive experience of supporting government, education and non-profit entities. Our established network of authorized solution providers also ensures we can support all geographic areas covered by this RFP.

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33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Hyland stands ready and able to provide our products and services to all Sourcewell participating entities in Canada, with a detailed marketing plan and sales implementation strategy ready to launch at contract award. We will leverage the following factors to provide an optimum solution to all such entities: • Our experience of supporting cooperative purchasing contracts: As detailed in our earlier responses, Hyland has decades of experience successfully implementing and managing General Services Administration (GSA) schedules, multiple state term contracts, and several nationwide purchasing cooperatives. • Our established North American presence: Our corporate headquarters are in Westlake Ohio, and we also have North America office presence in the following locations: • Toronto, Canada • Auburn, CA, USA • Lansing, MI, USA • Lincoln, NE, USA • Hyland has over 350 Services employees in North America. These teams are spread across the above locations, and comprise sector specialists with extensive experience of supporting government, education and non-profit entities. • Our established network of authorized solution providers also ensures we can support all geographic areas covered by this RFP.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Not applicable. Hyland stands ready and able to fully serve all Sourcewell participating entities across the geographic areas specified in RFP documentation.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Not applicable. Hyland stands ready and able to fully serve all Sourcewell participating entity sectors as specified in RFP documentation.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hyland has no specific requirements or restrictions for Sourcewell participating entities located in Hawaii and Alaska and in US Territories. We have experience supporting customers within these locations and will leverage this to ensure an optimum solution.	*

Table 7: Marketing Plan

Line Item	Question	Response*
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	-Overview- Promotion of Hyland's procurement vehicles is a core piece of Hyland's go-to-market strategy and its government marketing plan. We work closely with each procurement organization to ensure our marketing efforts are aligned with their vision – this typically involves listing our product details and associated literature on the organization's dedicated site, which features a list of all approved vendors. We included sample product literature documents and will be pleased to provide further samples on request. For additional information, please see the "What you can do with OnBase.pdf and 'Hyland RPA.pdf'.
		- Our approach - Hyland markets and sells our products and services both direct from our sales team here at Hyland as well as through our reseller channel. Our marketing strategies use a mix of tactics to reach potential buyers with the right message at the right time in their buying journey. Hyland leverages account-based marketing tactics, digital media, social media, email campaigns, web presence, thought leadership, and events to reach potential customers and educate them about the value of our products and solutions. If selected, Hyland will use all of these areas to drive business through the Sourcewell contract.
		Hyland has experience developing the following marketing activities for similar programs, and we would seek to further discuss this approach to ensure alignment with Sourcewell expectations: Direct Email Campaigns – Utilize automated email campaigns as a way to reach the greatest number of people across many titles and roles in government. Upon selection, we will utilize current lists of customers eligible to purchase through the contract and announce the availability of the Hyland products and services through the contract. Past campaigns for this contract vehicle have been circulated to several thousand eligible contract purchasers. Additionally, Hyland runs a number of solution-based and CIO campaigns that review the features and functionalities of the Hyland products and services. Typically, Hyland runs approximately 16 of these campaigns annually. These campaigns will be enhanced with contract information so recipients understand, and are directed to the contract and information on how to use the contract to purchase Hyland products and services. Finally, Hyland connects best practice automated campaigns with customized landing pages to offer additional solution information and other content of interest. These campaigns will feature information about how to use the contract to purchase solutions and this information will be part of customized landing pages for these customers. Callers and account managers will reinforce the contract as a procurement vehicle in all follow-up calling to interested customers.
		Video – Create and utilize several videos as a way to communicate the value of the Hyland products and services and to demonstrate solutions. In addition, video signage is used at all events. Video will be revised to present contract information and direct potential customers to the Sourcewell website for purchase procedures and other information.
		Events - Attend a number of conferences and trade shows each year.
		Digital Ads – Use digital ads to market its participation in the contract through sites that are visited by eligible contract participants.
		Organization Participation – As a part of our marketing strategy, Hyland participates in many governmental associations at all levels. Publications and websites for these organizations will be targeted for press releases about Hyland Software's participation and for digital media advertising.
		Social Media – Hyland makes use of various social media platforms, the corporate blogs and online communities to publish content, take thought leadership positions and pursue marketing strategies.
		As Hyland currently holds the Sourcewell contract, we will continue the existing marketing and sales outreach strategies to keep building interest in and use of the contract.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Technology and digital data will play a critical role in our approach to marketing the Sourcewell contract. We leverage technology to enable potential customers to easily identify and access our solutions. For example, we ensure metadata is clear and searchable, enabling easy retrieval and access of solution details — search criteria includes solution functions, associated business outcomes, and sector buzz words or initiatives which are driving change across our target markets.
		Hyland will manage and update any profile pages and solution information available through the Sourcewell website. Hyland will also update its profile on NASCIO, an association website, to make readers aware of Hyland's presence on the contract.
		Hyland makes extensive use of LinkedIn and Facebook to socialize procurement vehicles through the Hyland corporate account. These channels will be used before and after trade shows and periodically throughout the year to draw attention to the Hyland/Sourcewell contract.
		Typically, Hyland Government Marketing also uses pay-per-click, digital banner advertising and account based marketing to drive traffic to Hyland's website. These avenues can also be used to publicize the availability of the Sourcewell contract.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Hyland assumes that Sourcewell will create a vendor profile for Hyland on the Sourcewell website. This vendor profile will summarize Hyland's products and services, associated contract documentation, pricing information, and marketing materials. Hyland expects to develop this content in conjunction with Sourcewell staff and guidance. In addition, Hyland expects that its offerings will be included in such marketing that focuses on software solutions or other solution categories for which Hyland's software products would fit.
		Participation in Sourcewell will be added to existing sales playbooks and communicated to partner sellers. These sellers can notify their accounts of this option going forward. Hyland already has several pieces that address the burdens of traditional procurement and how cooperative contracts may simplify buying procedures. Internally, future training for new employees will be performed through recorded media and placed within our organization's Sales Academy training. Hyland will provide direct education to Account Managers so they can in turn create education opportunities for our existing customer base. All current or pending opportunities will be reviewed for potential use of the Sourcewell agreement. Training will be completed externally, onsite and through webinar formats, by Sales Management and the Government Contracts team.
40	Are your products or services available through an e-procurement ordering process?	Due to the complex and configurable nature of the solutions offered for sale by Hyland, a simplified e-procurement ordering process is not a good fit for Hyland at this time.
	If so, describe your e-procurement system and how governmental and educational customers have used it.	

Table 8: Value-Added Attributes

Line	Question	Response *
Item		

Describe any product, equipment, maintenance, or operator Solution training training programs that you offer to Sourcewell participating entities. Solution-specific training is conducted within each professional services engagement. Training may be conducted on site or remotely, and Hyland's team of consultants are experienced in delivering training in both environments. Hyland utilizes a "train-the-trainer" approach: the project team trains your organization's designated system administrators, testers, and trainers responsible for educating their user community. The courses will cover the functionality of the solution that Hyland has built for you. Additionally, Hyland will compose training materials specific to the configured solution for use by your organization's designated trainers. Following training, the project team will provide a period of support (usually remote; onsite if requested) as users test the solution and then use it in the live production Product training The Hyland Education Services team provides training separate from the solution-specific engagement. Our suite of ondemand and live training courses provides business unit managers, end-users, and system administrators with the knowledge that they need to design, install, use, and maintain the Hyland solution. Courses are continuously reviewed and enhanced to offer the most current and relevant material associated with the product suite. Courses are continuously reviewed and enhanced to offer the most current and relevant material on the Hyland product suite. Training sessions can be conducted at the customer site, at one of our training facilities, or via Hyland's online classroom - removing the need for students to travel. Hyland also has end-user training that customers can host on their own internal network for users. In addition, Hyland's end users have access to web-based eLearning training courses at training.hyland.com. This website providés users with the education and knowledge they need, when they need it. Web-based courses are self-paced and provide students with an overview of Hyland solutions. They are meant to build a student's beginning knowledge of a Hyland solution while developing their comfort with the system. We include a training overview, please see the 'Hyland_Training.pdf file. Training Team As described above, solution-specific training will be provided by the Hyland project team. Additional training is provided by Hyland Educational Services. Hyland's Education Services team develops curriculum, hands-on exercises, case studies, and reference materials to support a training program focused on the development of Hyland professionals in customer organizations. The group conducts training through a broad offering of formal course offerings, as well as customized training crafted in collaboration with customer users and system administrators. Each course has customized resources in support of lab and practice activities 42 Describe any technological advances that your proposed products By harnessing innovative and intelligent automation technologies that anticipate the needs of users and customers, we or services offer help organizations and their employees focus on high-value tasks to develop more meaningful, relevant connections with the people they serve. Our innovations focus on delivering real world value.

Hyland typically reinvests 15% of our annual revenue into research and development, dedicated to developing and enhancing our product suite. Currently, Hyland has more than 1,000 employees dedicated to the R&D function. Each version of our software is a combination of customer feedback (new ideas, enhancements, improvements) and Each version of our soliwarde is a combination of customer leedback (new ideas, etinancentents, improvements) and the innovation from our employees. Hyland developed the Ideas Portal on Hyland Community as a way to facilitate innovation around Hyland products and solutions. As a Community user, you can suggest product enhancements, share a concept for something new, and vote in favor of Ideas you support.

Hyland is continually innovating and keeping a pulse on the future of the market, both internally and with our customers. Hyland has consistently been named a leader in the Gartner Magic Quadrant for Content Services Platforms (CSP) due in part to our completeness of vision as a vendor in the CSP market. As we continue to develop our software, we work hand-in-hand with our customers to prioritize enhancements to each version of the software released. We do this through Regional User Groups (RUGs), Vertical OnBase Group of User Experts (VOGUEs) and user events like our annual CommunityLIVE conference. Hyland is part of, or works with, a number of industry organizations and experts like AIIM, Gartner and Forrester. We are active in Blockland, a Cleveland-based initiative that exists to educate and promote real-world block-chain applications, while establishing and leading a block-chain ecosystem with support from private, public and philanthropic individuals and organizations. Along with our thought leadership efforts, in regard to the market today, we are also constantly exploring emerging technologies that could have a significant impact tomorrow. Through Hyland Labs, Hyland's Innovation Center of Excellence, we research, incubate and partner with institutions to determine how future technologies could impact current business processes. This includes the exploration of augmented reality, virtual reality, block-chain, Al and Machine learning, the internet of things and more. Our goal is to understand how these emerging technologies could be leveraged to extend our content services platform into the future.

Our people, processes and technology play an important role in the long-term success of your Hyland solutions, and well-performing, relevant solutions can have a high impact on your business. Our experts — technical and principal consultants, project managers, implementation experts, infrastructure and database authorities, integration and conversion engineers, and enterprise planning consultants – all help to ensure your Hyland solution evolves and grows with business needs. Please also see the Hyland Differentiators.pdf included with our response. 43 Hyland is continually innovating and keeping a pulse on the future of the market, both internally and with our Please describe your software innovation maturity related to the Through Is contained in the verying a pulse of the funder of the finance, both internally and with our customers. We are constantly exploring emerging technologies that could have a significant impact tomorrow. Through Hyland Labs, Hyland's Innovation Center of Excellence, we research, incubate and partner with institutions to determine how future technologies could impact current business processes. This includes the exploration of following technology areas Machine learning Natural language processing Virtual assistants/chathots augmented reality, virtual reality, block-chain, Al and Machine learning, the internet of things and more. Our goal is to understand how these emerging technologies could be leveraged to extend our content services platform into the future Predictive analytics Big data analytics Al/Generative Al

Our people, processes, and technology play an important role in the long-term success of your Hyland solutions, and well-performing, relevant solutions can have a high impact on your business. Our experts – technical and principal consultants, project managers, implementation experts, infrastructure and database authorities, integration and conversion engineers, and enterprise planning consultants – all help to ensure your Hyland solution evolves and grows with business needs.

Hyland is offering 10 software products on this cooperative agreement, some leverage technology areas listed in the question. Please inquire about the product you are interested in for detailed information regarding machine learning, natural language processing, virtual assistants, predictive analytics, data analytics, or AI if applicable.

	11 ETIVETOPE TD. 07 B00033-D7 D0-40FB-BCAZ-4 T0CBE	
44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	Hyland has developed proven integration options that increase the value of your IT infrastructure. We offer a wide variety of programmatic and non-programmatic integration products and features that enable close and efficient integration with virtually any desktop-level or web application. To date, we've integrated with 500+ business applications. Sourcewell participating entities can therefore select the Hyland solution with confidence. Hyland provides several methodologies for communication between the Hyland platform products and external applications. Not only do our platform offerings have the ability to systematically call published web services, we can optionally provide the ability to publish web services for external system interaction with Hyland platform products. Web Services Publishing facilitates point-and-click creation of standard web services that provide access to Hyland platform functionality for use by external users or third-party applications. With a "no coding" interface, Web Services Publishing opens the door for many organizations to create data-level integrations between Hyland and critical business systems. Users can work in their business systems with the confidence that they have the most up-to-date data and content. In addition, a collection of modern APIs that allow you to customize the Hyland Product Suite to suit your needs is available. The Unity APIs are used in places like Workflow scripts, Unity Client scripting, or your own custom integration. Currently, the Unity API is available as .NET Client libraries and as native Java libraries to allow you to develop for most runtime environments. Hyland also has developed REST APIs that are inherently flexible. They meet the needs of diverse IT portfolios and support interoperability with applications developed in a variety of languages, including C++, C#I.NET, Java, JavaScript, Linux Shell, PHIP, Python and TypeScript. These public APIs are developed and documented using the OpenAPI Specification, clients can understand and consu
45	Describe your migration, customization, configuration, and upgrade processes.	The Hyland Global Services organization provides a broad range of services, including but not limited to: migration, customization, configuration and upgrades.
		Migration Best practices for data migration from a legacy system include completing a discovery and review of existing data, performing mapping exercises to the new solution, extracting data into a specified, agreed-upon structure and format, testing a sizable sample migration, and performing validation of the sample, all prior to performing a production migration. When possible, native rather than customized tools should be utilized to import the data.
		Hyland offers multiple strategies for migrating customer's data out of their legacy systems. Hyland will work with each customer on the best approach for making sure the data is migrated off the legacy system(s) as efficiently as possible and will work with each customer on making sure the data is clean.
		Each migration is different as there are multiple factors that play into the overall setup/configuration and speed of each migration, such as: network bandwidth, servers, storage, size of the files, how clean the data is, legacy system performance, etc. Based on some preliminary information gathered during the sales cycle, Hyland will provide recommended server architecture to the customer that will best support the migration being scoped.
		Upgrades
		The update and upgrade process is flexible and can vary based on the software product(s) in scope.
		For example, when it comes to OnBase, customers choose when to start a system upgrade and can learn the upgrade process for their system. Alternatively, a services engagement could conduct the upgrade on the customer's behalf. OnBase supports a phased-in upgrade methodology, where parts of the OnBase solution are phased in with the new software until the entire system has been upgraded. A rolling upgrade allows customers to take advantage of software enhancements provided in a new release while ensuring all business continuity during the system upgrade. Annual maintenance entitles customers to software upgrades, corrections, and enhancements.
		Configuration Hyland offers configuration services as part of the Implementation process. This can vary based on product(s) in scope, however Hyland uses a standard flexible project implementations methodology.
		Custom Integrations Our API and integration experts design applications and scripts extending Hyland document availability to other systems, including SAP, Infor Lawson, PeopleSoft, Ellucian, Workday, Salesforce, and to kiosks, web portals and WorkView Case Manager.
46	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As an organization, Hyland will work in stages to achieve environmental neutrality and show corporate responsibility. From an operations standpoint, several Hyland office locations hold environmental credentials, including LEED GOLD Certification and various Energy Star ratings.
		Hyland is dedicated to helping our community, and with this dedication, Hyland recognizes that it has a responsibility to the environment beyond legal and regulatory requirements. We are committed to reducing our environmental impact and continually improving our environmental performance as an integral part of our business strategy and operating methods. Whether it's how we build our facilities or dispose of waste, or through the vendors we use, Hyland supports practices that intelligently recycle and reuse materials. Preserving resources and logically reducing waste is critical in all parts of our community, and Hyland is proud to support initiatives that contribute to a clean environment.
		Hyland does currently make carbon emission measurement which can be found in our Hyland Environmental, Social and Governance report which is available upon request.
47	Identify any third-party issued eco-labels, ratings or certifications	For additional information, please see the Hyland Sustainability Initiative.pdf located.
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	Hyland isn't including any partners in our proposal, however Hyland does establish strategic partnerships to support the diverse needs of our customer organizations. We have a team dedicated to managing the alliance partnerships with Independent Software Vendors (ISV) and System Integrators (SI) that are involved in our customer's solutions to ensure certified and/or validated integrations between platforms. We also have an exclusive network of authorized solution providers, strategic alliance partners, integration partners and original equipment manufacturers helps us to provide holistic resources and expertise to our global customer base.
49	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (BSE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Hyland does not hold any WMBE or SBE accreditations. Hyland makes a good-faith effort to utilize WMBE/SBE organizations where appropriate.
50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Hyland's unique attributes are our products, our people and our passion - these attributes are noted and valued by our customers, and regularly listed as factors in their decision to select Hyland solutions. We list below the most common reasons why Hyland is selected, as reported by our customer base. Please also note that to complement its offer, Hyland is proposing imaging services in addition to our software products and services (hosting, maintenance, training and professional services). Hyland believes that its imaging services will provide a significant value to Sourcewell participating entities and is another attribute that sets Hyland apart from its competitors.
		Please see: • HYLAND_Differentiators.pdf • HYLAND_Imaging Services Overview.pdf 1. Hyland's products provide the right information to the right people, where and when they need it. We empower organizations with greater freedom and flexibility to adapt to evolving business needs and customer demands at the speed of business. We help our customers stay ahead of the competition by providing the agility to

continuously innovate, adapt and enhance the experiences of the people they serve. We enable organizations to: Rapidly build low-code, content-enabled applications that anticipate business needs and customer expectations

Re-imagine business processes and models to create new sources of customer value and revenue, and nurture nnovation as a competitive differentiator

Monitor productivity with intuitive analytics tools, driving deeper insights for business improvement

Quickly modify processes and seize time-sensitive opportunities with flexible, configurable solutions Derive more value from existing systems with smart integrations and adaptable, interoperable technology that minimizes IT sprawl by reducing the need to procure niche

2. Superior Integration Capabilities

Hyland has developed proven integration options that increase the value of your IT infrastructure. We offer a wide variety of programmatic and non-programmatic integration products and features that enable close and efficient integration with virtually any desktop-level or web application: to date, we've integrated with 500+ business applications. Sourcewell participating entities can therefore select the Hyland solution with confidence.

Hyland provides several methodologies for communication between the Hyland platform products and external applications. Not only do our platform offerings have the ability to systematically call published web services, we can optionally provide the ability to publish web services for external system interaction with Hyland platform products. Web Services Publishing facilitates point-and-click creation of standard web services that provide access to Hyland platform functionality for use by external users or third-party applications. With a "no coding" interface, Web Services Publishing opens the door for many organizations to create data-level integrations between Hyland and critical business systems. Users can work in their business systems with the confidence that they have the most up-to-date data and content.

In addition, a collection of modern APIs that allow you to customize the Hyland Product Suite to suit your needs is available. The Unity APIs are used in places like Workflow scripts, Unity Client scripting, or your own custom integration. Currently, the Unity API is available as .NET Client libraries and as native Java libraries to allow you to develop for most runtime environments. Hyland also has developed REST APIs that are inherently flexible. They meet the needs of diverse IT portfolios and support interoperability with applications developed in a variety of languages, including C++, C#I/NET, Java, JavaScript, Linux Shell, PHP, Python and TypeScript. These public APIs are developed and documented using the OpenAPI and documented using the OpenAPI

Specification 3.0 (standard) for RESTful web services that are language agnostic. With the OpenAPI declarative resource specification, clients can understand and consume services without knowledge of server implementation or access to the server code.

3. Industry Expertise

For over 33 years, Hyland has met the specific needs of the markets it serves, transforming thousands of organizations worldwide with tailored solutions. We speak your language and know your challenges. Our industry expertise means we can solve your problems faster and more effectively. Our deep industry expertise draws on decades of working with organizations around the world to solve complex challenges. Across our business, we leverage this knowledge to help organizations build expertly tailored solutions that fundamentally transform the way they work and meet the specific, personalized needs of the people they serve.

Consistent with our vision of delivering the most effective, vertical content services solutions, Hyland Global Services is vertically focused in every way. Sales teams, solution deployment teams, and support teams all have domain and product expertise in the specific vertical markets they serve, including: Healthcare, Finance, Insurance, Government, Higher Education, Manufacturing and more. They fully understand the goals and challenges of customers in these markets. With deep industry knowledge, rather than rigid template solutions, they can strategically design, deploy and support solutions that meet the needs of a specific organization.

Hyland Intelligently captures and connects diverse government content, core systems and processes to improve, accelerate and automate operational decisions and workflows. Hyland's products and solutions receive regular

recognition from the world's most trusted and respected analyst firms. Our most recent analyst recognition:

The Forrester Wave: Digital Process Automation Software, Q4 2023: Hyland thrives when content is critical, deep industry expertise is required, and applications are mission critical. With its roots and pedigree in content, Hyland excels in content management and intelligence and is best described as a content-driven process automation platform where capture remains part of its strategic vision. Through R&D investments and acquisition, it now offers a complete automation platform.

- IDC MarketScape: Intelligent Document Processing 2023-2024 Vendor Matrix: Hyland's strategy to build an
 integrated product and solutions portfolio that supports customers along each step of their IDP and hyper-automation journey makes it a vendor for consideration for any organization looking to experiment, learn, or expand its use of IDP more broadly. Further, Hyland's demonstrated IDP success with a wide range of customer sizes and verticals reinforces how its platform's capabilities are extensible across use cases.

 Omdia Universe: Content Services Platform Solutions, 2023: Hyland's Nuxeo Platform, which was named a
- Omdia Universe: Content Services Platform Solutions, 2023: Hyland's Nuxee Platform, which was named a Leader in the DAM space in this 2023 report, provides a cloud-native, low-code and open-source content services platform that includes a DAM offering. Hyland's solution achieves the maximum score for advanced capabilities and solution breadth, and Omdia places our market momentum as above average for the field.
 The Forrester Wave: Content Platforms Q1, 2023: Hyland's product vision is driven by a deep focus on its core vertical markets and on specific solutions to meet such customer needs. Expect ongoing investment in Hyland's
- process automation, Al/ML, UI enhancements for desktop and mobile, and deeper support for its developer community. Hyland's Alfresco platform provides solid document management, metadata, and lifecycle management capabilities in addition to strong migration utilities and an application design/development framework to kick-start custom apps and interfaces.
- Garriner Market Guide: Content Services Platforms, 2023: Hyland currently markets four CSPs Alfresco
 Digital Business Platform, Nuxeo Platform, OnBase and Perceptive Content these are available as single-tenant or self-hosted options. Various other components round out the content services capabilities. In addition to core CSP functionality, the system provides:
- Process automation and application development Content intelligence
- Productivity intelligence
- New work hub connectors
- Business role hub connectors
- Enterprise search and federation Intelligent document processing
- Content collaboration
- Information governance/records management
- Output management
- Robotic authoring

5. Hyland Genuinely Cares about Customers and Employees

With more than 14,000 customers and 3,600+ employees around the world, Hyland is widely known as both a great company to work for and a great company to do business with. We conduct ourselves with honesty, integrity and fairness in our relationships with our partners, customers, employees and shareholders. All dealings with the outside world and with each other as employees are rooted in honesty. We strive to avoid even the appearance of a conflict of interest. We maintain our integrity when faced with fierce competition or disappointing news. Our decisions will be fair to all parties involved. We deliver configurable business solutions that are intuitive to use. Our customers are confident when navigating our solutions. Our customers do not require significant training on the user interface because it flows naturally. Our customers are able to configure a robust, rapidly deployable solution without programming.

Our customers are our partners. We approach each business relationship with the mindset that all parties involved have a common goal and we will reach that goal faster working in collaboration as partners. We approach technical and business hurdles "shoulder to shoulder" with our partners and reject failure as an option. We share our ideas and

		knowledge to the benefit of the partnership as a whole. Our employees are our family. We want each employee to reach his or her maximum personal potential while maintaining a healthy work-life balance. Our decisions are rooted in a deep sense of care for the individuals that work here and their families. We maintain a respectful and safe environment for all employees. We are interested in the well-being of every employee. We value the diversity of our employees, and the different skills and viewpoints that this diversity brings. We are motivated people passionately dedicated to the success of the company. Our employees put the success of the company before personal gain. Our employees believe they are part of something great and that it is their privilege to be here. Our employees are proactive and excel in self-direction. Our employees reject cynicism and complacent attitudes. Our employees align their actions with the goals of the company, but stay vigilant in pursuing constant improvement through constructive feedback.	
51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	The way citizens perceive public services, as well as the way they expect state and local governments to deliver them, continues to rapidly evolve. Hyland understands that it's important for government agencies to keep up with expectations in the digital era. State and local leaders are embracing technology to change the face they present to their citizens and Hyland's content services portal offers one pivotal, integrated solution to help. Using business process automation and workflow capabilities, our customers can reduce paper and electronically route information for faster action and improved efficiencies. Our powerful content services platform supports government agencies providing fast and responsive services to citizens for access to what they need, when they need it – from their device of choice. These innovative solutions allow your government agency to enhance transparency and accountability with interactive dashboards, improving service and decision-making with real-time data and ultimately, applying an enterprise approach to achieve operational efficiency.	*
52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	Hyland offers power digital services and transformation with a single, centralized and configurable content services platform. Our state and local expertise provides a suite of configurable, digital tools to automate processes across agencies, departments and use cases for faster decisions and service delivery for public assistance, public works, investigations and inspections, workforce development, licenses and permits, public records, constituent portal, and integrations. Process automations include: Capture application and supporting documentation for quicker eligibility decisions, recertifications and unemployment claims. Electronically managing construction tasks (licenses, permits Esri/GIS integrations and inspections). Online forms and mobile processes for inspectors, public safety officers and law enforcement officers. Expedite review and approval of professional, occupational, and business licenses/permits using e-forms and automation. Simplify and speed information request submissions and fulfillment with online capabilities and digital delivery. Integrate a self-service citizen portal into your website that has e-forms, document uploading, and status tracking. Integration with core systems: Cityworks, Accela, Esri, Workday, SAP, Salesforce, tempest Prospero, and PeopleSoft.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Do your warranties cover all products, parts, and labor?	Hyland provides different warranties that cover all products and services offered in response to this RFP. As summarized below, these warranties address on-premise and hosted delivery of our products: On premise solution: Pursuant to the terms of Hyland's standard Master Agreement, Hyland offers a performance warranty on the software, which provides that, during the term of the Master Agreement, the software will function in all material respects in accordance with the applicable documentation. In the event a non-conformity is found during such Agreement and you notify Hyland of the same in writing, Hyland will either correct the non-conforming component of the Software, which may include the delivery of a reasonable workaround for the non-conformity, or, in the event Hyland determines that correcting the non-conformity is not practicable, then Hyland will provide a refund of the unused portion of pre-paid software license fees attributable to the non-conforming component. Hosted solution: Hosted solution: Huster SaaS Agreement, Hyland offers a performance warranty on the Hyland Cloud Service, which provides that, during the term of the Agreement, the Hyland Cloud Service will function in all material respects in accordance with the applicable documentation. In the event a non-conformity is found during such Agreement and you notify Hyland of the same in writing, Hyland will errorect the non-conforming component of the Hyland Cloud Service, which may include the delivery of a reasonable workaround for the non-conformity, or, in the event Hyland determines that correcting the non-conformity is not practicable, then Hyland will provide a refund of the unused portion of pre-paid SaaS fees attributable to the non-conforming component.
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranties may not impose usage restrictions, but usage of Hyland's proprietary software products is subject to applicable license terms and, depending on which software modules the customer elects to purchase, there may be usage restrictions associated with such software. Please note that Hyland's standard licensing and service warranties include industry-standard exclusions, disclaimers, and limitations of liability.
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, to the extent applicable.
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes
58	What are your proposed exchange and return programs and policies?	Generally, it is Hyland's policy to not allow the return of Software as the Customer assumes the responsibility for the selection of the Software to achieve its business objectives. However, a request for credits due to product return are considered on a case-by-case basis. Factors that impact Hyland's consideration of a return of software licenses include functionality issues, product performance, and the timing of the request to return product. Hyland's sales management team is responsible for determining if a request to return product is approved. Once approved, the Accounting department is responsible for the issuance of a credit. This occurs only after verification that any products have been returned and/or licenses have been revoked. No credit shall be provided without the full cooperation of the customer to return or uninstall the product license.
59	Describe any service contract options for the items included in your proposal.	Hyland has included hosting, maintenance, support, training and professional and managed services pricing in this offer. Hyland is providing samples of our standard end user terms for software and related services with our response.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response*
60	Describe any performance standards or guarantees that apply to your services	Pursuant to the terms of Hyland's Master Agreement, Hyland offers a performance warranty on the Software or Hyland Cloud Service, which provides that, during the warranty period, the software or Hyland Cloud Service will perform in accordance with the applicable documentation.
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Pursuant to the terms of Hyland's Master Agreement, Hyland offers a performance warranty on the Software or Hyland Cloud Service, which provides that, during the warranty period, the software or Hyland Cloud Service will perform in accordance with the applicable documentation.
62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	Corporate level data integrity and security Hyland's Information Systems Security Policy (ISSP) is documented, and acknowledged by all Hyland employees. The following subject areas are addressed in our security policies: Information or Data Classification Acceptable Use of E-mail Acceptable Use of Internet/Intranet Access Network Security/Access Security Configuration Standards for Networks, Operating Systems, Applications, and Desktops Application Security Standards Software Development, Acquisition and Installation Policy and Procedures, including Change Management Guidelines System Access and Authorization Physical Access Policy and Procedures Security Incident Management Remote Access Personnel Employment and Termination Procedures Security Awareness Program Disaster Recovery and Business Continuity Plans Hyland also has a formal customer data handling policy that must be acknowledged by all employees, which details how to handle any data received from a customer. This policy provides for a secure method of transfer for all such data, tracking of the data within Hyland, and specific restrictions on use, storage, and retention of such data. In particular, all such data is to be transferred to Hyland via Hyland's Customer Data Portal, an encrypted file transfer application. The data may only be copied to specific, approved locations within Hyland, an encrypted file transfer application. The data may only be copied to specific, approved locations within Hyland no longer has a need for it, which must be within 180 days, unless an exception for a legitimate business reason has been approved. We provide the 'Customer Data Handling Guidelines.pdf' and 'Information Systems Security Policy.pdf files for additional information.
		Hyland Cloud The following outlines the efforts Hyland takes to secure the Hyland Cloud platform and our customers' hosted data: Hyland Cloud policies for information security are embodied in the Hyland Cloud (HC) Information Security (IS) Policy Suite. Information Security, as defined in the Hyland HC IS Policy Suite, is protecting and preserving the confidentiality,
		integrity, availability and security of information. To ensure controls are in place to safeguard hosted customer data, the Hyland Cloud policies and procedures align with IEC/ISO 27001:2013, including Annex A controls. In addition, the Hyland Cloud aligns with guidelines found in NIST (National Institute of Standards and Technology) Special Publications including controls from standards such as SP 800-53, SP 800- 171, SP 800-88, where applicable. To verify adherence to the controls detailed in the Hyland HC IS Policy Suite, the Hyland Cloud is SOC 2 audited on an annual basis. The Hyland Cloud SOC 2 audit is performed by a qualified external agency that extensively reviews policies, measures the Hyland Cloud against those policies, and makes a determination against those policies
		concerning Hyland's procedures and preparedness. To further support adherence to the documented HC IS Policy Suite, the Hyland Governance, Risk and Compliance (GRC) team completes internal audits on a quarterly basis. The Hyland Cloud is highly available and N+1 redundant. Every Hyland Cloud solution is replicated to a secondary data center. All data files and the database are replicated using industry standard replication methods. These copies are stored to online storage so there is no offline storage to be destroyed. Hard copy documents are not created.
		Hyland maintains a near real-time data replication process to back up customer data stored within the Hyland Cloud Platform. The data replication process and data backup objectives are reviewed by Cloud Platform Engineering (CPE) leadership on an at least annual basis as part of the annual Hyland policy review and update process. Access to modify the backup configuration is limited to authorized individuals.
		Hyland Cloud adheres to ISO based policies governing asset management. The Hyland Cloud Asset Management policy ensures that all assets managed by Hyland are clearly identified and an inventory of all critical assets maintained to ensure that effective asset protection takes place. The asset inventory includes all information necessary in order to recover from a disaster, including type of asset, format, location, backup information, license information, business value, as well as the owner of the asset.
63	What are your policies and governance features regarding large language models and generative AI?	Hyland views the enablement of Artificial Intelligence (AI) as a key strategic objective and is actively working to ensure that the content we manage is easily available to support research initiatives and to provide ongoing content and integrations to power the AI solutions that an organization may choose to deploy.
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	Hyland references widely accepted accessibility regulations and guidelines such as Section 508 of the US Federal Rehabilitation Act and W3C Web Content Accessibility Guidelines (WCAG) throughout our product lifecycle. Voluntary Product Accessibility Templates (VPATs), which include WCAG and Section 508 reports, are available by request. Hyland is continuously researching the applicable requirements of the Web Content Accessibility Guidelines (WCAG) and strives for Level AA conformance. Hyland performs accessibility testing on each relevant product prior to major release. Hyland utilizes third-party accessibility evaluation vendors for additional support during the final accessibility reviews and for any assistance that
		may be required to develop the final VPAT. Hyland will address specific questions to provide additional detailed descriptions of product functionality in order to assist in determining how we can meet your accessibility needs. In the event the software does not support a specific accessibility need, APIs may be able to be leveraged in developing custom user interfaces or integrations to meet a specific accessibility accommodation.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
65	Describe your payment terms and accepted payment methods.	Hyland's standard payment terms are net 30. Hyland delivers invoices electronically via email with invoices as PDF attachments. Invoices are delivered to the address instructed by the customer. Payments can be submitted via check, ACH, wire transfer or credit card.	*
66	Describe any leasing or financing options available for use by educational or governmental entities.	Hyland does not provide leasing or financing options. However, we do offer flexible pricing options for subscription on premise and hosted software solutions as well as various services offerings.	*
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Hyland requires customers to execute a master software license, services and support agreement with Hyland when purchasing our software solutions or related services. Please see attached the sample master agreements from Hyland. For additional information, please see the Sample-SaaS-Master Agreement - SP-122692-HYL023654.pdf, Sample-on-	*
		prem-sub-Master Agreement - SP-122692-HYL023651.pdf.	
68	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Hyland accepts purchasing cards, and there is no additional cost to Sourcewell participating entities for using the P-card procurement and payment process. However, Hyland prefers ACH or a check as a payment method over purchasing cards because of the fees associated with purchasing cards. To ensure security of our customers' payment information, Hyland cannot and does not store any credit card information in our system.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
69	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Hyland offerings are listed on a line by line basis on the submitted Hyland Sourcewell Pricelist (see document 'Sourcewell_RFP_Pricelist_6.6.24. Discounts will be given at the line item level, based on individual products; however, it is Hyland's standard practice to keep discounts as consistent as possible for each offered product line and category of items (software, training, services, etc.). Quantity and volume discounts are also offered on specific line items, as stated in the product names or descriptions. Hyland offers several solution-specific options for various customers, which are already heavily discounted at list price. Some examples of these are Hyland's pre-bundled local government licensing solutions at a significant discount from list (approximately 60%), which can only be purchased by Counties, Municipalities, Townships, School Districts, Public Housing Authorities or Special Districts with populations of less than 250,000 and cannot be used for any other institution.	*
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Hyland offers pricing in line with its other cooperative procurement vehicles. The discount is generally as follows: 0-19.20% off software, 9.10% off training, and 4.05% off services from the Hyland Commercial List Price. As indicated elsewhere in our proposal response, there are a small number of solutions which are already heavily discounted at list price. As such, these items have no additional discount on any of Hyland's cooperative contracts.	*
71	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are also offered on specific line items, as stated in the product names or descriptions. Hyland does not currently offer any customer volume rebate programs.	*
72	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any item that Hyland sells in the regular course of business that is not included on the 'Sourcewell_RFP_Pricelist_6.6.24' will be considered an Open Market product or service. Any Open Market items will be specifically identified as such on a quote. All Sourcewell items are loaded into Hyland's internal quoting system at the rates contained in our proposal. Hyland's quoting system is set up to automatically distinguish between items being sold through Sourcewell and items considered Open Market.	*
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection, Identify any parties that impose such costs and their relationship to the Proposer.	Hyland has no additional costs of acquisition to disclose relative to its offer. Pricing for all of Hyland's offered solutions and services is provided in the Hyland pricing file 'Sourcewell_RFP_Pricelist_6.6.24'.	*
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Hyland has no shipping or delivery charges to disclose relative to its offer. Pricing for all of Hyland's offered solutions and services is provided in the Hyland pricing file 'Sourcewell_RFP_Pricelist_6.6.24'.	*
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Hyland has no shipping or delivery charges to disclose relative to its offer, nor are there are special freight, shipping, or delivery terms specific to Hawaii, Canada, or offshore delivery. Pricing for all of Hyland's offered solutions and services is provided in the Hyland pricing file 'Sourcewell_RFP_Pricelist_6.6.24'.	*
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Hyland provides all software licenses through electronic means.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77		Hyland provides Sourcewell the same base pricing and overall discount structure as it does on its GSA contract and all other cooperative purchasing opportunities. The final contract pricing across our procurement vehicles may vary based on the administrative fee associated with each contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon award, an internal compliance plan will be created and implemented to ensure compliance with the contract terms. Hyland's Government Contracts team will coordinate with other internal teams to review contract requirements and monitor compliance regularly. Our compliance program will ensure that all orders received under this opportunity are appropriately reported and the corresponding fees remitted to Sourcewell. Hyland has a quote and order tool that will be configured to ensure that all applicable quotes identify the Sourcewell contract number, contain accurate Sourcewell pricing, and get flagged for sales reporting and fee remittance. Hyland has a Government Contracts team as well as an Accounting and Finance Department with team members experienced in cooperative contract sales reporting and fee remittance. Cooperative contract sales reports are generated from Hyland's accounting system on a monthly basis. Each transaction on the report is reviewed to ensure quoted and invoiced pricing aligns with the pre-negotiated contract prices. This report is used to calculate total contract sales for quarterly reports and total fees due to Sourcewell. The report data is then utilized to complete the Sourcewell sales report template with required fields. Following the same overall sales reporting process for all procurement vehicles each month helps Hyland to remain compliant with sales reporting requirements and will ensure submission of the final Sourcewell report by the due date as outlined in the contract.
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Hyland will track overall customer count under Sourcewell as well as numbers of customers in each industry category (government, education, etc.). In addition, Hyland will track sales data including total sales, product category breakdowns (software, services, etc.), and customer industry segment totals. This data will be used to calculate growth of the Sourcewell contract over time and as compared to similar existing cooperative contracts Hyland holds.
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	In line with its existing cooperative contracts and administrative fees, Hyland proposes an administrative fee of 1.0% payable to Sourcewell.

Table 14: Depth and Breadth of Offered Equipment Products and Services

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in Category 5 in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	© Yes ○ No	*
82	Category 2: Education and Public Sector Information and Work Management	€ Yes € No	*
83	Category 3: Asset and Risk Management	C Yes	*
84	Category 4: Public Engagement and Specialized Services	€ Yes € No	*
85	Category 5: Integrated Enterprise Solutions	C Yes	*

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
86	Human Resources Software	© Yes ○ No	Hyland's employee file management software improves the worker experience and secures sensitive data through: - Digitizing employee file management - Linking HR processes with records management procedures to reduce lost or incomplete documents Providing consistent experiences and access to information regardless of work location Integrating HR system data with employee content with accessibility within HR system screens.
87	Financial Performance, Spend, or Expense Management Software	∩ Yes	This is not a Hyland offering.
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	€ Yes € No	Hyland's AP automation solution provides Process automation through collecting and tracking invoices. Using workflows to review and approve invoices. Consistent record-keeping and audit trails. Real-time KPIs and metrics with dashboards and report generation. Expediting vendor access with on-demand digital services, including invoice details, with integrated portal solution. Integrating any ERP with best-in-class data capture, document management, workflows and reporting tools.
89	Procure-to-Pay and Contract Management Systems	© Yes ○ No	Hyland's contract management software solutions offer contract, compliance and records management through: - Approval automation. - Task routing and escalation. - Digitalization and centralization of records for compliance. - Controls for record retention.

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B. 1 for details.

■ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
90	Student Information System (SIS)	∩ Yes ெ No	This is not a Hyland offering.	*
91	Learning Management System (LMS)	C Yes c No	This is not a Hyland offering.	*
92	Work Management Software	C Yes c No	This is not a Hyland offering.	*
93	Enterprise Content Management/Records Management	G Yes C No	Hyland's offers a suite of modernized enterprise content management platforms, each uniquely designed to transform the way customers work by: Supporting internal, remote and external users providing information whenever and wherever it is needed. Protecting content with features like access security policies, encryption and redaction. Simplifying content management processes with features like version control, annotations and audit trails. Enabling users to easily view content, regardless of file size or format. Enabling high-resolution, rich media and digital asset management workflows. Establishing a single source of truth and managing disparate information in place, with no difficult legacy migrations.	*
94	Enrollment Management Systems	○ Yes ⓒ No	This is not a Hyland offering.	*

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

Me will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
95	Computerized Maintenance Management System (CMMS)	∩ Yes ∩ No		*
96	Facility Management Software	C Yes C No		*
97	Energy Management Software	∩ Yes ∩ No		*
98	Insurance and Risk Management	C Yes C No		*
99	Environmental, Health, and Safety (EHS) management	C Yes C No		*

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

■ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
100	Court, Corrections, and Justice System	C Yes ເ No	This is not a Hyland offering.
101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	G Yes C No	Hyland's platform brings together capabilities that include document/mobile capture, online forms, business process automation, content and case management, records management, customers communication management and seamless system integrations. This comprehensive suite of configurable, scalable tools helps public works agencies increase efficiencies, improve communication and enhance collaboration to deliver projects and repairs on-time and within budget.
			With OnBase, our customers can: Issue licenses and permits faster with online forms and automated workflow for reviews and approvals Route applications to case workers based on type or workload for increased productivity Capture and store application and renewal forms in a secure online content repository for easy access, retention, and disposition
102	Parks and Recreation Software	○ Yes ○ No	This is not a Hyland offering.
103	Citizen Relationship/Engagement Management	r Yes	Hyland provides an integrated portal solution for delivering exceptional digital services — allowing citizens to self-service from any location on their mobile, tablet or desktop devices. With a modern public-facing portal experience, the Hyland Content Portal for government connects to our content services platform to provide online forms, document upload and tracking, payment processing and workflow. The Hyland Content Portal: Enables online processes at the front-end to reduce calls and wait times. Allows end-users to self-service from any location on mobile, tablet or desktop devices. Provides 24/7 access to information stored in Hyland's content services platform. Integrates directly into existing public portals and websites. Streamlines public assistance requests, business/professional licenses and simple permits, general requests, and vendor/supplier payment processing.

Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
	Comprehensive suites that encompass Enterprise Resource Planning	C Yes		*
	(ERP) and at least one solution from EACH category 1-4 above	∩ No		

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Products Hyland is offering the following software products in response to this RFP. • OnBase, our single enterprise information platform. • Brainware, our industry leading data extraction software. • Perceptive Content, our content and process management product suite. • Acuo VNA, our image management system. • NilRead, our enterprise and diagnostic viewer. • Content Portal, our integrated solution that connects to Hyland's content services platform. • Enterprise Search, our intuitive search function. Hyland RPA, our digital automation software. • Intelligent Document Processing, our advanced, A-I driven document solution. OnBase is a single enterprise information platform for managing content, processes and cases. OnBase provides enterprise content management (ECM), case management, business process management (BPM), records management and capture all on a single database, code base and content repository. OnBase is a single product, not a brand representing a large portfolio of acquired products. By combining all of these capabilities on a single platform, OnBase serves as a low-code rapid application development platform, which can be utilized to create content-enabled solutions across your entire enterprise. OnBase meets your IT needs, long into the future because it is: • Configurable without code – OnBase is point-and-click configurable, allowing you to use checkboxes, radio buttons and drop-down menus to quickly configure and easily change solutions. No expensive, time-consuming and difficult-to-maintain coding or scripting. • Scalable across your organization – OnBase scales as requirements evolve, so you will never outgrow your OnBase system. Start in one department and grow your solution ower time as needs and requirements change while maintaining speed and performance. • Easily upgradable - With OnBase, all your solution components are upgraded together, eliminating the challenges of upgrading multiple custom-coded or point solutions. Take advantage of incremental parallel upgrades, mi
		Brainware

Transform the time-intensive task of manually processing documents into an automated routine with Brainware Intelligent Capture. Our industry leading data extraction software pulls key information directly from paper and electronic documents faster and more accurately than other technologies, without requiring templates, anchors, keywords or zones. Brainware Intelligent Capture forms a complete document processing system that combines automatic document classification, extraction, and validation, as well as archiving and uploading of data into many enterprise resource planning (ERP) systems. This advanced, intelligent capture technology enhances the accuracy and speed of any process that requires more than the standard character and form recognition of traditional OCR.

Brainware's underlying architecture and engines provide the capability to capture and validate structured or semi-structured content. Whether you need to capture standard data on a structured document, variable table data on a semi-structured document, OMR marks, or bar codes, Brainware Intelligent Capture can be configured to automate your document and content requirements.

content requirements.

Brainware works with the infrastructure you already have in place—including MFPs and scanners from major manufacturers, as well as email servers, fax servers and other technologies. Extracted data can be shared with other business systems in a variety of formats—XML, EDI, CSV, TXT, DBF and XLS. Web services integration is also supported. Make processe even more efficient by combining Brainware with e-forms or Workflow in OnBase, as an integral part of your content and process management solution.

Brainware includes reports, dashboards and analytics to provide real-time insight and analysis into your capture process with immediate access to metrics and key performance indicators. These analytic tools deliver comprehensive detailed views of key process steps including access to metrics that show extraction rate accuracy for every decument and

views of key process steps, including access to metrics that show extraction rate accuracy for every document and details about overall performance—enabling timely and decisive action.

- The Brainware process is comprised of the following steps:

 Capture Documents enter the process from a wide variety of methods and sources: desktop scanning, MFPs, email, fax and file import.

 Read - Recognition is performed, and all eligible data values on the page are stored

- Classify –The system uses the content inside the documents to identify them automatically.
 Extract and Validate Based on document type, the system lifts field-level and line-item data without templates, anchors, keywords or zones. The data is validated against business application data to ensure accuracy.
 Verify –Users can verify and correct any unsure or missing data values.

- Export- Data and documents are exported to desired system or content repository.

 Analytical Reporting The Visibility reporting product provides valuable analytics that measure performance and provide information to improve extraction accuracy

For additional information please see the 2024 Brainware Intelligent Capture.pptx

3. Perceptive Content

Perceptive Content is a scalable content services platform that manages the entire content lifecycle, from capture to disposition. Flexible functionality across multiple business applications, integration with virtually any business application and a simple-to-use interface help Perceptive Content transform internal processes and the customer experience. Perceptive Content enables comprehensive management of information with long-term benefits for customer experience, business continuity and compliance.

- The Perceptive Content platform:
 Captures information from almost any source
- Connects people and information in the context of business processes
- Automates processes across the organization

 Manages content in any format across its lifecycle

Perceptive Content uses a consistent, native user interface across platforms and graphical standards that create a seamless transition between clients. The interface is also customizable, allowing users to save preferences and reorder the search results list, toolbars and window positions. Designed for ease of use, users who have even the most basic understanding of Microsoft Windows will have no trouble learning how to use our solution. Perceptive Content is user-friendly and easy to use:

- Ease of Accessing Images: Our solution, as integrated with your business software, will allow your staff to retrieve images with a single click of the mouse or via hotkeys. Our approach is so intuitive and easy to use that implementation time, integration time and training time are minimal. Our solution is easy for your staff to use because they use your business software—an interface they are familiar with—to retrieve relevant document images from the repository. To gain the benefits of instant access to documents they need to see or process, your staff merely has to learn to click an icon. Viewing users (document retrievers/viewers/workflow participants) can become proficient in our solution in less than one day. Our customers agree that our application's single-click method is easy for users to grasp, and that it greatly simplifies and accelerates the training process.

 Efficient Size: Perceptive Content clients have a small visual "footprint" and do not monopolize screen real estate-
- allowing our applications to provide easy access to images directly from records in your business software.

 Support of Mobility: The client windows can easily be adjusted to different sizes and moved around users' screens
- to accommodate any viewing preferences. In addition, the solution offers flexible options for users to communicate and collaborate on documents.

For more information please see the Perceptive Content Product Overview.pdf

Acuo VNA

Acuo Vendor Neutral Archive (VNA) is a powerful image management system that cuts through the chaos by consolidating imaging information throughout the enterprise into a single, standards-based data repository that communicates seamlessly with all the IT systems involved. Through true standardized data formatting, Acuo VNA provides medical facilities with all-encompassing ownership of your imaging information, cutting the ties with proprietary archives. It leverages advanced technologies to support the management and sharing of imaging data across the enterprise and beyond, while image-enabling a patient record. As the centrally managed point of access to all your imaging information, Acuo VNA provides the foundation for an all-inclusive enterprise wide image management platform based on DICOM,

ACUO VNA provides the foundation for all all-inclusive enterprise wide image management platform based on blockin, XDS and other emerging standards.

Acuo VNA is unique in that it accepts both DICOM and non-DICOM objects for long-term management of all clinical documents and images. The solution supports standards such as DICOM and HL7, plus IHE profiles including XDS.b and XDS-I (not proposed), and emerging standards like FHIR; thus, providing broad cross-departmental interoperability. The federated database schema allows for fast, portable databases that reduce maintenance, ensure scalability, and enable rational segregation as well as efficient aggregation. The database strategy avoids the performance failures and 'forklift' upgrades experienced by most large systems. The ability to manage the entire distributed system via the management console sets Hyland Healthcare apart as a user configurable and managed software solution, not a restricted vendorcontrolled implementation.

PACS aggregation and federation Capability to aggregate query results from multiple disparate PACS to share information between them, while

Capability to aggregate query results from multiple disparate PACS to share information between them, while experiencing the image as though it was native to the receiving PACS. Dynamic DICOM tag morphing
The VNA performs on-the-fly mapping of DICOM data elements and metadata in support of data exchange between PACS. Acuo VNA supports both inbound and outbound message conversion. Finally, it uses a "self-learning" library of DICOM conformance and has the ability to override certain DICOM tags.

Pre-fetching/auto-routing (point to multi-point) post fetch
Acuo VNA performs HL7 or DICOM modality worklist (DMWL)-enabled pre-fetching of relevant and filtered prior studies being managed by the VNA and is capable of auto-routing data to the appropriate departmental PACS, either directly or through the local VNA facility cache. In cases where the HL7 or DMWL event does not arrive in time or is simply missing, the VNA supports post fetching to query both the VNA and the destination to determine if the VNA has prior studies that do not exist in the destination. If so, those studies are sent in parallel with the new study coming directly from the modalities, with duplicates being excluded from the send. from the modalities, with duplicates being excluded from the send. Support for DICOM and non-DICOM content

Acuo VNA offers full conformance with latest DICOM 3.0 SOP classes (SCU and SCP) or conform to DICOM syntax representation. The VNA is able to ingest non-DICOM and DICOM conformant or private SOP content, and make it available in its native format to the originating system. The VNA supports mobile capture functionality that links content through DICOM or optional XDS services, allowing for visible light image capture.

For additional information please see the Acuo Vendor Neutral Archive.pdf

The NilRead enterprise and diagnostic viewer has been in production across healthcare organizations since 2001. NilRead provides a single universal platform that offers the most comprehensive, zero-footprint software for multispecialty image management, viewing, distribution, and sharing inside and outside the hospital. In particular, NilRead is a core component of a strategy to use the same platform for both general enterprise image access and for specialized departmental diagnostic workflows.

Our NilRead enterprise viewer is a true zero-footprint solution that provides anytime, anywhere image access and viewing to enhance your clinical efficiency and quality of care.

NilRead is a robust universal viewer for your entire enterprise. It can handle your most basic referential viewing needs as well as the advanced clinical visualization needs of today's radiology departments. It all depends on how you configure the software, NilRead provides a single, flexible licensing model that allows you configure the viewer by user, department, or site. This includes features that provide rich enterprise viewing of 2D image sets, post-processing tools such as MPR and 3D, as well as measurement tools and native collaboration features. The feature set can also be expanded to support a primary diagnostic solution with advanced visualization tools for a full range of specialties, including radiology and ophthalmology.

Content Portal

Hyland's Content Portal (powered by Jadu Central) is an integrated solution that connects back-office content, workflows and critical information for simplified access from mobile, desktop or table devices. It enables customers, users and team members to complete online forms, and view or download documents when they need them. The portal provides accessible eforms and responsively designed portal pages that work in tandem with digital branding. The Content Portal facilitates mobile and desktop access to personalized content. Use out-of-the-box functionality to surface data directly from a Perceptive Content or OnBase environment, empower business analysts to build non-technical forms and developers to integrate back-office systems to Jadu Content Portal forms.

- Jadu Content Portal eforms expedite the validation and submission of documents, workflows and data from any device directly into Perceptive Content or OnBase. This provides an easy, mobile-friendly way of presenting online forms that will help drive business efficiency.
- Effective and easy access to essential information Build portal pages quickly and easily with minimal technical experience.
- Completely responsive design provides an optimal user experience on any device Enables 24/7 self-service delivery

- Personalized content retrieval for each user Custom design functionality to match current branding

Hyland's Jadu Content Portal is the web content management solution for Perceptive Content or OnBase and can be

- Higher education: Provide a portal solution that allows university and college students to view and interact with the data in Perceptive Content and submit forms to power student-related processes.

 Government: Automate the processing of Freedom of Information Requests for city, state, federal government and
- public institutions delivering dramatic financial and resource savings. Also, shift paper or PDF forms to interactive, dynamic web forms available on any device.

 Accounting and back-office: Providing vendors and partners a secure portal for sharing information, checking status of requests, accessing documentation and submitting forms. Connect directly into existing Perceptive Content workflows
- for streamlined processing and faster customer service.

 Insurance: Allow on-site claims adjusters to initiate the claim process directly from their mobile device, enabling them to view and interact with Perceptive Content while in the field.

 Human Resources: Streamline employee communication across the organization, providing portal access to HR-
- related forms and content stored in Perceptive Content or OnBase.

 For more information, please see the Product Overview Hyland Content Portal.pdf.

8. Enterprise Search

Enterprise search is one of the key capabilities of Hyland's OnBase that makes locating key information simple, fast and straightforward. It leverages faceted navigation, conversational search and natural language support to intuitively return search results. Enterprise search enables access to content across all locations in the enterprise, be it email, databases, websites, applications, legacy systems and more. It turns up results for structured and unstructured data, and even image files that would otherwise remain siloed in their respective repositories. Beyond keyword-based search functions enterprise search also provides capabilities like discovering information around a topic or theme, monitoring search results for new developments and deriving insight from information extracted based on certain criteria. Enterprise search provides a solution to this problem and creates benefits like:

- Reducing the time it takes to locate information. An intuitive enterprise search function makes it easy to find, access and analyze information. This reduces the frustration that employees experience when failing or taking too long to find the information they need.
- Boosting performance and productivity. Employees are able to securely access critical information even when they
 are out of office by using their mobile devices. This ensures that work does not have to come to a halt because
- employees do not have access to corporate systems.

 Improving decision-making and empowering employees. Every employee can quickly find and share information, which leads to more informed and efficient decision-making. This helps to avoid improper analysis, lost business opportunities and wasted time.
- Minimizing business risk and exposure of confidential information. Organizations can mitigate legal and regulatory compliance risks with a complete view of all information. Any missing or confidential information can be easily identified and proper action taken to reduce potential exposure or penalties.

 For additional information, please see Enterprise Search for OnBase Product Summary.pdf.

9. Hyland RPA

Hyland robotic process automation (RPA) smartly extends an organization's business process management (BPM) capabilities and accelerates application integration. For organizations embarking on their digital transformation journey, RPA technology should be one of the first steps they consider taking. RPA empowers organizations to implement automation in various business workflows, leading to increased resource efficiency resource utilization, quality, accuracy, customer satisfaction, employee morale, security and compliance. Hyland RPA is a comprehensive RPA offering designed to empower enterprises in their digital transformation journeys by automating tasks and streamlining overall business process implementations. Benefits include:

- Complete digital transformation experience: Hyland RPA, along with Hyland content services and intelligent capture solutions, provides a holistic digital transformation

experience. Moving from the world of paperwork to digital experience makes each process implementation simpler and more efficient and cost-effective.

- Increased accuracy and efficiency: Each bot runs the next available task ceaselessly with no human intervention required and achieves more accurate results. Hyland RPA provides reusable, plug-and-play activity blocks, such as login
- to a CRM system, thereby accelerating time to ROI from implementation.

 Improved employee and customer satisfaction: As the bots work on mundane and repetitive processes in the background, employees can focus on more engaging and strategic work, boosting morale. With the digital and manual workforces completing tasks simultaneously, higher quality results are achieved — leading to higher customer satisfaction.

 Budget-friendly workforce: An admin prioritizes tasks in the queue while the bot automatically chooses the next

available, highest-priority task, eliminating the effort required to design a bot schedule. This feature not only maximizes bot utilization but also curtails extra investment in bot licenses to address seasonal work spikes.

- Improved information security, compliance and disaster recovery. The ability to access and process sensitive data without human involvement reduces the risk of exposure and enables defensible audit trails and chain of custody. Hyland RPA can also improve business continuity and disaster recovery as copies of core processes can be backed up and restored off-site.
- Improved process visibility: Hyland RPA records the actions of every bot from the beginning to the end of a task. These audit trails can be used for debugging any error and to optimize process execution in the future.

 Cost-effective technology: As Hyland RPA can be easily integrated into other Hyland content services solutions, no extra installation, integration or support costs are incurred. Industry-specific automation solutions also reduce the cost of

For additional information, please see Hyland RPA.pdf

10. Intelligent Document Processing
Hyland Intelligent Document Processing (IDP) software is an advanced intelligent document processing software providing document capture and process automation, Al-driven document classification and intelligent data extraction. Hyland IDP uses Al to learn, adapt and improve document processing, drastically reducing time investments and costs, as well as reducing exceptions and bottlenecks. This low-code/no-code IDP platform scales to handle a high volume of documents and easily integrates with existing enterprise applications and processes. Hyland IDP intelligently distinguishes between document types and automatically separates individual documents from a set of scanned pages without relying on separators. The intuitive web interface makes it easy to design, change, monitor and maintain complex processes without the need for other tools. Hyland IDP leverages a deep-learning optical character recognition (OCR) engine to recognize and convert handprint and machine print text. A continuous deep-learning engine accurately extracts data from semistructured and unstructured documents, then validates and verifies the content.

For additional information, please see Product Summary - Hyland Intelligent Document Processing.pdf

Hyland is offering the following software-related services in response to this RFP:

- Maintenance
- Training
- Professional services
- Managed Services
- Imaging Services

The Hyland Cloud is the premier cloud ECM offering with some unique benefits:

First, the developer of the software is hosting the solution. This situation lends itself to faster deployment and quicker issue resolution

Second, Hyland has detailed insight into the infrastructure that best supports our software. This offers the customer excellent options for network, firewall, security, and other networking issues that will function optimally with the solution.

The Hyland Cloud has completely outsourced, N+1 redundant, geographically dispersed data centers. All data centers are ISO 27001 certified and SOC audited.

Hyland manages the Hyland Cloud platform in both co-located and public cloud facilities globally. With its vast global footprint, Hyland can satisfy the needs of customers in multiple regions around the world

There are 1,300+ current Hyland Cloud customers. Please see the Content Services in the Hyland Cloud.pdf file for additional information.

Hyland's hosted solutions are inclusive of maintenance. The below information therefore refers specifically to on-premise installations within the customer IT environment

Annual maintenance provides customers a full range of technical support services:

- Support for Hyland product functionality provided with exceptional customer service A comprehensive Technical Support team to handle all aspects of the support process
- Optimized access to Technical Support analysts, who respond to all technical support requests Access to the subject matter experts needed to drive issues to resolution
- Advice related to the operation of the implemented software
- Defined escalation process to ensure resolution
- Response to software errors based on confirmed severity level
- A Technical Support advisor who serves as your advocate throughout the support process
- A comprehensive product and solution testing lab to reproduce your environment for acute issue troubleshooting Secure, personalized access to Hyland Community for self-service issue resolution, technical reference tools, product documentation, customer forums, product downloads, support issue creation and support issue status reports

Hyland Technical Support offers multiple self-service and assisted support opportunities to assist customers in resolving issues being experienced with their implemented Hyland technology solution.

Training

Hyland Education Services provides training separate from the solution-specific engagement. Courses are continuously reviewed and enhanced to offer the most current and relevant material on the Hyland product suite. Training sessions can be conducted at the customer site, at one of our training facilities, or via Hyland's online classroom - removing the need for students to travel

Hyland also has end-user training that customers can host on their own internal network for users.

In addition, Hyland's end users have access to web-based training courses at training.hyland.com. This website provides users with the education and knowledge they need, when they need it. Web-based courses are self-paced and provide students with an overview of Hyland solutions. They are meant to build a student's beginning knowledge of a Hyland solution while developing their comfort with the system.

The Hyland Global Services organization provides a broad range of services; from strategic planning and needs assessment, to solution deployment and training on a global basis.

We use a mentoring approach that builds partnerships, not merely attains customers, which has been recognized by TSIA - the leading association for technology services organizations. TSIA honored Hyland as a 2019 STAR Award winner; read more here: https://news.hyland.com/hyland-presented-star-award-for-technology-services-excellence/.

Hyland Global Services offers:

Implementation Services - Rely on experienced solution implementation specialists to ensure your configuration,

implementation services - Reign or experienced solution implementation specialists to ensure your comiguration, implementation and testing stays on time and within budget to maximize the investment in your Hyland solution.

- Custom Integrations - Our API and integration experts design applications and scripts extending Hyland document availability to other systems, including SAP, Infor Lawson, PeopleSoft, Ellucian, Workday, Salesforce, and to klosks, wet portals and WorkView Case Manager.

- Upgrade Services - Collaborate with our experts for upgrade assistance or guidance, especially when a Hyland collaborate with our experts for upgrade assistance or guidance, especially when a Hyland collaborate with our experts for upgrade assistance or guidance, especially when a Hyland

solution is multiple versions behind, the upgrade has high visibility or tight deadlines, or involves multiple technologies, integrations or custom solutions

Conversion Services - Work collaboratively with our certified, experienced conversion experts to bring your legacy
documents and data into your new or existing Hyland solution.
 Database Platform Migration - Whether upgrading to a new version of an existing database, or migrating to a new
platform, our Oracle and Microsoft certified database engineers partner with you, ensuring a seamless transition.

- Education Hyland education programs reflect a mentorship approach to customer technical and solution training. Hyland executes an industry-recognized, certification program supporting the career and professional development of both business and IT professionals
- On Demand Services Engage On-Demand Services for rapid response to questions and guidance on the wide range of areas you maintain in your Hyland solutions. This partnership provides assurance you're receiving the most qualified help to carry on your initiatives and address any challenges you encounter.
- Business Process Outsourcing Outsource scanning and indexing of high document volume areas of your organization, enabling rapid accessibility of documents—whether from the Hyland Cloud or your enterprise systemsutilizing our automated workflow and integration capabilities.

 Outsourced System Administration - Fill temporary gaps with a certified Hyland solution expert (on-site or remote) when your SA is new to the role, goes on leave, or role changes or expansion projects require support for day-to-day
- admin tasks Staff Augmentation - Our certified experts join your team for a project you've defined—including Workflow, WorkView
- and advanced capture projects—but don't have resources in-house to execute in required timeframes.

 Enterprise Planning We work with you to identify and roadmap how to maximize your Hyland investment, and

Docusign Envelope ID: 07B86633-D7D8-40FB-BCA2-410CBE3DC450 ensure your solutions continue to meet evolving enterprise goals—including improved service, ROI and risk mitigation.

Infrastructure Planning - Expert analysis and guidance ensure optimal performance of your Hyland solutions, equipping you to maintain high-performing solutions despite changing workloads, requirements and SLAs. Program Management - Perpetual support for multiple enterprise-wide projects promotes a close understanding of your users, systems and ongoing success criteria, ensuring alignment with executive vision and continued project success. Consulting Services - Hyland Global Services professionals strive to be your trusted advisors and enterprise technology consultants. Our Global Services customers find their solutions are built to evolve with their business. The consistently earn quantifiable ROI Change Management - Having a structured approach to manage change is proven to significantly increase overall project success and user adoption rates. Ours is built on a four tier framework, scalable based on your needs.

Project Management - Leverage our experienced and certified project managers to ensure your project stays on track, on time and within budget, while providing a single-point-of-contact for your organization. Managed Services Hyland Managed Services strategically support the maintenance, enhancement, development and optimization of your key solutions at the service level that's right for you. Please see additional information in our response to 107 below Hyland's document imaging services expertise makes the valuable information in paper records and documents available to everyone who needs it, when they need it. Document imaging services simplifies file management processes with expert consultants for quick, secure access to critical documents and information, while mitigating risk and support reporting, audit planning and compliance efforts. For more information on our Services offerings, please see our response to 107 below and the Global Services Ebook.pdf 106 Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, Not applicable. including but not limited to, hardware, peripherals, and Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, Hyland offers the following software services, as detailed in our pricelist: 107 Hosting hosting, cloud migration, modernization, customization, Maintenance integration, implementation, installation, maintenance, training, Training data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and Professional services Managed Services Imaging Services technical and user support Hosting: With the Hyland Cloud, organizations have a safe, dependable hosting option that saves money, frees up time for staff and removes the burden of in-house data maintenance and protected storage. Hyland Cloud customers have dedicated support 24/7/365. The Hyland Cloud is custom-designed to serve as the hosting platform for our cloud-based applications. Since 2004, Hyland has offered cloud deployment of OnBase, our enterprise information platform. We continue to drive innovative cloud enterprise solutions, hosted exclusively in the Hyland Cloud. Maintenance: Hyland Maintenance and Technical Support is dedicated to helping maximize the return on your Hyland technology investment by offering a complete support system designed to meet your business needs across a diverse set of business application areas. Hyland Technical Support offers multiple self-service and assisted support opportunities to assist customers in resolving issues being experienced with their implemented Hyland technology solution. Training: Hyland offers an extensive array of training courses covering basic and advanced solutions and techniques to enable our customers to fully leverage the capabilities of their Hyland solution. We provide classroom, online, self-paced, video, conference and e-learning education programs, to ensure users achieve competency and our customers realize the full potential of their investment. We provide the right training when you need it. Professional services: The Hyland Global Services organization provides a broad range of professional services; from strategic planning and needs assessment, to solution deployment, managed services and training on a global basis. The underlying philosophy of Hyland Global Services is to empower customers to operate, maintain, modify, and extend their Hyland solutions-maximizing the value of their content services investment and minimizing their total cost of ownership over time. Hyland Global Services team members are employed to develop customer competence with the technology and confidence in the potential solution sets they can develop using Hyland content services technology. We use a mentoring approach that builds partnerships, not merely attains customers, which has been recognized by TSIA - the leading association for technology services organizations. Managed Services: Hyland Managed Services subscription levels strategically support the maintenance, enhancement, development and optimization of your key solutions at the service level that's right for each customer offering:

Advisory services: Hyland's experts provide an allotment of consultation sessions, which can be conducted remotely.

Expert recommendations: Our team provides configuration recommendations, best practices, design reviews, and troubleshooting help Day-to-day application management: Our experts cover the core capabilities of system administration so staff can focus on business Proactive support for greater system stability: Our team executes technical work and resolves incidents. We also provide consulting as a service Change execution for existing solutions: Our experts will manage change execution against existing solutions, including software upgrades Technical ownership: We act as the technical owner of the customer's solutions - adding to or improving existing Continuous execution of change: Our experts will manage continuous execution of change for new uses of software. Application ownership: We act as the IT application owner, performing technical execution, plus planning and coordinating activities. Imaging Services: Hyland's document imaging services expertise makes the valuable information in paper records and documents available to everyone who needs it, when they need it. Document imaging services simplifies file management processes with expert consultants for quick, secure access to critical documents and information, while mitigating risk and

- Scanning and indexing
- Index-only
- Film conversion
- Microfilm and microfiche
- Cloud hosting Physical storage
- Secure destruction
- Support compliance with industry requirements Our staff have expertise in:
- Confidentiality Industry compliance requirements
- Audits
- Disaster recovery
- Document security
- Records management

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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should N2T have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing Sourcewell_RFP_Pricelist_6.6.24.pdf Friday June 07, 2024 08:39:28
 - Financial Strength and Stability Hyland Software Letter of Financial Stability Q3 2023.pdf Friday June 07, 2024 08:48:46
 - Marketing Plan/Samples Marketing_Plan-Samples.zip Friday June 07, 2024 09:00:26
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information Warranty_Info-Standard_Transaction_Doc_Samples.zip Friday June 07, 2024 09:12:47
 - Standard Transaction Document Samples Warranty_Info-Standard_Transaction_Doc_Samples.zip Friday June 07, 2024 09:12:58
 - ReTuested Exceptions HYLAND REDLINED E;CEPTI2NS RFP_060624_Software_Solutions__Public_Sector_Ed_Admin_Contract_Template.docx Friday June 07, 2024 09:02:33
 - Upload Additional Document Upload Additional Document.zip Friday June 07, 2024 09:35:01

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

■ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chris McLaughlin, EVP, Chief Revenue Officer, Hyland Software, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

€ Yes € No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM	M	1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM	₩.	4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM	₩.	2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM	I∞	4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM	I≅	1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM	par	1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM	I≅	2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM	IM	4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM	I≅	2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM	I✓	1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM	₩.	1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM	₩	2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM	I≅	1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM	Jer.	1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM	par	1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM	per	1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM	par.	1