

# Solicitation Number: RFP #090320

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hyland Software, Inc., on behalf of itself and its affiliates, 28500 Clemens Road, Westlake, OH 44145 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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.

Vendor 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.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

# 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Vendor 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 Vendor will include warranties under the terms of the Vendor Master Agreement, which shall be mutually agreed upon between Vendor and the Participating Entity, but which in any event will be no less favorable to the Participating Entity than the warranty terms as stated in Vendor's Proposal.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

# 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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 location.

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, Vendor 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 Vendor's standard Master Agreement, Vendor will repair or replace the non-conforming software at no additional charge. If unable to repair or replace such non-conforming software, Vendor 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 Vendor's standard SaaS Agreement, Vendor will repair the non-conforming component of the hosted solution at no additional charge. If unable to make such repair, Vendor will terminate the SaaS Agreement and refund any pre-paid SaaS fees.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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 Request Form will be become an amendment to this Contract and 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. Vendor 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.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members 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. Vendor's employees may be required to perform work at governmentowned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Participating Entities may issue an order directly to Vendor or one of Vendor's authorized dealers, distributors, and/or resellers. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. Intentionally omitted.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;

2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or

3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. 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. Vendor 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. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Vendor will submit a check payable 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 Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

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

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. 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. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell, including its agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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. Vendor's indemnification or hold harmless of Participating Entities will be as set forth in the applicable Vendor Master Agreement executed between Vendor and the Participating Entity.

## 12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

## **13. GOVERNMENT DATA PRACTICES**

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

# **14. INDEMNIFICATION**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws. Vendor's indemnification or hold harmless of Participating Entities with respect to intellectual property claims will be as set forth in the applicable Vendor Master Agreement executed between Vendor and the Participating Entity.

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

## A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. 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 vendors which may be used until the next printing). Vendor 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 Vendor 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 specifically related to this Contract must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

# **17. 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.

## **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. 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 Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
 Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

# **20. INSURANCE**

A. REQUIREMENTS. At its own expense, Vendor 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*. Vendor 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, products-completed operations including construction defect, 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-Completed operations \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, 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, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor'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, Vendor 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 Vendor'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 claim \$2,000,000 annual aggregate

Failure of Vendor 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, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

Contract. Prior to expiration of the policy(ies), or within 5 days after the renewal date, renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract 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 Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

# **21. COMPLIANCE**

A. LAWS AND REGULATIONS. Vendor 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. Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

## 22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants as of the date of this Contract that 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

As of the date of this Contract, Vendor 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, Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

# 23. 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 also require additional requirements based on specific funding specifications. 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 Vendor'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 non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

# 24. CANCELLATION

Sourcewell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

\*\*\* Signature Page Follows \*\*\*

| Sourcewell   |
|--|
| DocuSigned by:<br>Jeremy Schwartz<br>COFD2A139D06489 |
| Зу:  |
| Jeremy Schwartz                                      |
| Fitle: Director of Operations &                      |

Titl Procurement/CPO

12/21/2020 | 2:18 PM CST Date: \_\_\_\_\_

By:

Approved:

DocuSigned by: Chad Coarrette •7E42B8F817A64CC.

Chad Coauette Title: Executive Director/CEO 12/21/2020 | 2:49 PM CST Date: \_\_\_\_\_

Hyland Software, Inc.

DocuSigned by: Noreen Kilbane 582688FCE6A94FD...

By:

Noreen Kilbane Title: Chief Administrative Officer

12/21/2020 | 1:53 PM CST

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



# **RFP 090320 - Public Sector and Education Administration** Software Solutions with Related Services

## **Vendor Details**

| Company Name: | Hyland Software, Inc.    |
|---------------|--------------------------|
|               | 28500 Clemens Road       |
| Address:      | Westlake, Ohio 44145     |
| Contact:      | Lisa McNeeley            |
| Email:        | lisa.mcneeley@hyland.com |
| Phone:        | 440-788-5468             |
| HST#:         | 341699247                |

#### **Submission Details**

| Created On:             | Wednesday July 22, 2020 11:49:00     |
|-------------------------|--------------------------------------|
| Submitted On:           | Thursday September 03, 2020 11:41:50 |
| Submitted By:           | Lisa McNeeley                        |
| Email:                  | lisa.mcneeley@hyland.com             |
| Transaction #:          | c501d84d-ea53-49bb-9b5a-d36eed3bba14 |
| Submitter's IP Address: | 212.36.48.82                         |
|                         |                                      |

#### Specifications

#### Table 1: Proposer Identity & Authorized Representatives

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

| Line<br>Item | Question   | Response *   |   |
|--------------|--|--|---|
| 1            | Proposer Legal Name (and applicable d/b/a, if any):  | Hyland Software, Inc.  | * |
| 2            | Proposer Address:  | 28500 Clemens Road<br>Westlake<br>OH 44145   | * |
| 3            | Proposer website address:  | www.hyland.com   | * |
| 4            | Proposer's Authorized<br>Representative (name, title,<br>address, email address & phone)<br>(The representative must have<br>authority to sign the "Proposer's<br>Assurance of Compliance" on<br>behalf of the Proposer and, in the<br>event of award, will be expected<br>to execute the resulting contract): | Name: Noreen Kilbane<br>Title: Chief Administrative Officer<br>Address:<br>Hyland Software, Inc.<br>28500 Clemens Road<br>Westlake<br>OH 44145<br>Email address: Noreen.Kilbane@hyland.com<br>Work phone: 440 788 6336<br>Mobile phone: 216 496 4645                           | * |
| 5            | Proposer's primary contact for this<br>proposal (name, title, address,<br>email address & phone):  | Name: Lisa McNeeley<br>Title: Senior Manager, Proposal Services & Government Contracts<br>Address:<br>Hyland Software, Inc.<br>28500 Clemens Road<br>Westlake<br>OH 44145<br>Email address: Lisa.McNeeley@hyland.com<br>Work phone: 440 788 5468<br>Mobile phone: 216 789 2264 | * |
| 6            | Proposer's other contacts for this<br>proposal, if any (name, title,<br>address, email address & phone):   | Name: Steph Gowin<br>Title: Team Lead, Government Contracts<br>Address:<br>Hyland Software, Inc.<br>28500 Clemens Road<br>Westlake<br>OH 44145<br>Email address: Steph.Gowin@hyland.com<br>Work phone: 440 788 5975<br>Mobile phone: 216 396 0261                              |   |

#### Table 2: Company Information and Financial Strength

Line Item Question Response \*

| r |  |  |
|---|--|--|
| 7 | Provide a brief history of your company,<br>including your company's core values,<br>business philosophy, and industry longevity<br>related to the requested equipment, products<br>or services. | Dverview<br>Hyland is a leading content services (enterprise content management – ECM)<br>provider that enables thousands of organizations to deliver better experiences to the<br>people they serve. For 25+ years, Hyland has enabled customers to digitalize their<br>workplaces and fundamentally transform their operations.<br>We thrive on new ideas and diverse perspectives. Our mission is to help our<br>employees, customers and partners achieve their full potential. We believe Hylanders<br>can accomplish anything when they have the freedom to innovate, be creative and<br>embrace the future. That, and an intense dedication to our core values, is what our<br>award-winning software is built on.<br>Our customers continue to see the ongoing value of partnering with us. Hyland is a<br>high-value, low-risk company built on stability and focus, as evidenced by our industry<br>leading customer retention rates and year-after-year double-digit growth. Named one<br>of Fortune's Best Companies to Work For® since 2014, Hyland is widely known as<br>both a great company to work for and a great company to do business with.<br>Additional facts:<br>• Founded in 1991<br>• 3,600+ employees worldwide<br>• 15,000+ customers in 106 countries<br>• 15% of revenue is reinvested in ongoing product research and development<br>• 20% compound annual revenue growth rate since 2007<br>• Sold direct and through channel – VARs, distributors, brokers, BPOs, SIs, ISVs<br>and OEMs<br>• Built and delivered by industry experts in Healthcare, Government, Financial<br>Services, Insurance, Commercial and Higher Education<br>• Partners with Microsoft®, HP®, Oracle®, SAP®, Infor®, Esri©, Workday®,<br>Konica Minolta, Xerox and CITRIX®<br>To learn more, visit www.hyland.com.<br>Core Values<br>• Integrity - We conduct ourselves with honesty, integrity and fairness in our<br>relationships with our partners, customers, employees and shareholders<br>• Solutions - We deliver configurable business solutions that are intuitive to use.<br>• Partnership - Our customers are our partners.<br>• Farmily - Our employees are our family.<br>• |
| 8 | 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<br>Sourcewell to provide a significant value to its current and future government,<br>education and nonprofit customers.<br>We anticipate that a Sourcewell award will provide immediate benefits for both<br>Hyland and our customer base, as it will fill a void for certain state government and<br>education agencies that have expressed purchasing preference for Sourcewell<br>contracts.<br>Hyland will undertake the items outlined in its Marketing Plan (as referenced in Table<br>7 of our RFP response) to begin promoting this contract right away. We will provide<br>training on procurement opportunities and regulations to sales staff and partner<br>community to quickly build awareness of our award.<br>Hyland is a leading content services provider that enables thousands of organizations<br>to focus on what they do best and deliver better experiences to the people they<br>serve. We stand ready to help Sourcewell and all participating entities share in these<br>enhanced experiences. This contract will promptly be pitched to eligible customers<br>looking for a method to procure Hyland solutions.  |

| 9  | Demonstrate your financial strength and<br>stability with meaningful data. This could<br>include such items as financial statements,<br>SEC filings, credit and bond ratings, letters<br>of credit, and detailed reference letters.<br>Upload supporting documents (as applicable)<br>in the document upload section of your<br>response. | Hyland is recognized as a leader in content services platforms.<br>Our software solution suite enables organizations to capture, manage, access,<br>integrate, measure and store content, processes and cases with employees, business<br>partners, customers and other constituents, deployed on-premises or in the cloud.<br>Our software is sold directly to end users as well as indirectly through a channel of<br>solution providers made up of value-added resellers and original equipment<br>manufacturers. We also perform a broad set of services related to our software<br>including hosting, consulting, implementation, education, project management and other<br>services. As of March 2020, we actively support over 15,000 customers in 106<br>countries, making Hyland one of the largest independent content services vendors in<br>the world.<br>Hyland is a high-value, low-risk company built on stability and focus, as evidenced by<br>our industry leading customer retention rates and year-after-year double-digit growth.<br>Our compound annual revenue growth rate since 2007 is 20%.<br>We maintain this stability by continually reinvesting in the development of our<br>products. We typically spend approximately 15% of our revenue annually on research<br>and development (R&D) of our product suite. In 2019, we spent \$121.1 million on<br>R&D.<br>Financial statements can be made available upon the execution and return of an<br>appropriate non-disclosure agreement. Please also refer to the HYLAND_Company<br>Overview.pdf file, uploaded in the HYLAND_Financial Strength and Stability zip file.<br>Sourcewell can access Hyland's credit report through the Dun & Bradstreet web site:<br>http://www.dnb.com/duns-number/lookup.html [dnb.com]. Our DUNS number is<br>787515550. | * |
|----|---|--|---|
| 10 | What is your US market share for the solutions that you are proposing?  | Hyland currently owns over 10% of the US market share for the solutions we are proposing.<br>Hyland's content services focus, comprehensive product portfolio and customer-centric culture have enabled our aggressive growth in the information and content management market since our foundation in 1991. According to leading enterprise content management (ECM) industry analyst firms like Gartner's Market Share research (June 2020), Hyland is the fourth largest Content Services Platform (CSP) vendor (in terms of total CSP-related revenue). Additionally, Hyland is the second largest independent CSP vendor (in terms of total CSP-related revenue). Hyland has focused its enterprise information platform on content management, process management and case management capabilities for small and midsize businesses (up to 1,000 employees) and mid-tier enterprises (up to 2,500 employees) and increasingly to larger enterprises. Hyland primarily sells directly in select vertical markets including healthcare, government, financial services, insurance, higher education and other commercial industries. Additionally, Hyland leverages its broad channel of value-added resellers and original equipment manufacturer (OEM) partners to extend into a broader customer base and international markets.  | * |
| 11 | What is your Canadian market share for the solutions that you are proposing?  | Hyland currently owns approximately 9% of the Canadian market share for the solutions we are proposing.  | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | No. We confirm that Hyland has never petitioned for bankruptcy protection.   | * |

| 13 | How is your organization best described: is it<br>a manufacturer, a distributor/dealer/reseller, or<br>a service provider? Answer whichever<br>question (either a) or b) just below) best<br>applies to your organization.<br>a) If your company is best described as a<br>distributor/dealer/reseller (or similar entity),<br>provide your written authorization to act as a<br>distributor/dealer/reseller for the manufacturer<br>of the products proposed in this RFP. If<br>applicable, is your dealer network<br>independent or company owned?<br>b) If your company is best described as a<br>manufacturer or service provider, describe<br>your relationship with your sales and service<br>force and with your dealer network in<br>delivering the products and services proposed<br>in this RFP. Are these individuals your<br>employees, or the employees of a third party? | <ul> <li>b). Hyland is the manufacturer of the software products offered in response to this RFP. Our content services solutions enable thousands of public sector and private organizations deliver better experiences to the people they serve.</li> <li>The Hyland Sales division employs 560+ 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.</li> <li>The Hyland Global Services team employs 750+ 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.</li> <li>Hyland Global Cloud Services and Technical Support employs 540+ 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 Technical Support teams are direct employees of Hyland.</li> <li>Our dealer network</li> <li>Hyland has affiliations with a large global 'dealer' network of 300+ authorized solution providers, System Integrators (SIs), Independent Software Vendors (ISVs), and private-label partnerships.</li> <li>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 erelationships are critical to our success as we strive to deliver complete business solutions that improve business decisions, cu</li></ul> | * |
|----|--|--|---|
| 14 | If applicable, provide a detailed explanation<br>outlining the licenses and certifications that<br>are both required to be held, and actually<br>held, by your organization (including third<br>parties and subcontractors that you use) in<br>pursuit of the business contemplated by this<br>RFP.  | No special licenses or certificates are required by this RFP.  | * |
| 15 | Provide all "Suspension or Debarment"<br>information that has applied to your<br>organization during the past ten years.   | Not applicable.  | * |

# Table 3: Industry Recognition & Marketplace Success

| Line<br>Item | Question   | Response *   |
|--------------|--|--|
| 16           | Describe any relevant industry awards or<br>recognition that your company has received<br>in the past five years | <ul> <li>The following is a non-inclusive list of recognition Hyland has recently received:<br/>Analyst Recognition/Accolades:</li> <li>Gartner, Inc. – Leader, Gartner Magic Quadrant for Content Services Platforms,<br/>2019. For 10 years in a row, Gartner has named Hyland a Leader in enterprise<br/>content management (ECM) and content services.</li> <li>Forrester Research - Leader, The Forrester WaveTM: ECM Content Platforms,<br/>Q3 2019</li> <li>IDC - Major Player, IDC MarketScape Worldwide SaaS and Cloud-Enabled<br/>Content Applications Vendor Assessment</li> <li>Forrester Research – Contender, The Forrester WaveTM: Digital Process<br/>Management For Deep Deployments, Q2 2019</li> <li>Aspire – Leader, Customer Communications Management for Business<br/>Automation, 2019</li> <li>Nucleus Research – Expert, Technology Value Matrix: ECM, 2019</li> <li>KLAS – Category Leader for Document Management and Imaging, 2019<br/>(Healthcare-specific)</li> <li>Ovum – Leader, Ovum Decision Matrix: Selecting a Content Services Solution,<br/>2019-20</li> <li>Aragon Research – Leader, ECM Globe, 2018<br/>Corporate Awards:</li> <li>Technology and Service Industry Association (TSIA): honored Hyland as a 2019<br/>STAR Award winner; read more here https://news.hyland.com/hyland-presented-star-<br/>award-for-technology-services-excellence/.</li> <li>NEOVETs - Certified Military Talent Employer Award: NEOVETs is a non-profit<br/>organization helping companies staff veterans in northeast Ohio. Hyland is the<br/>second largest employer that has won this award (behind the Cleveland Clinic).</li> <li>CRN Magazine - Channel Chief 2017: For the fourth consecutive year, Bill<br/>Kavanaugh, Hyland's director of North American channel, was named a Channel</li> </ul> |

Chief by CRN Magazine.

KM World's Trend-Setting Products 2017: With more than 3,000 functional enhancements to OnBase in the release, OnBase 17 offers an updated experience with a modern look and feel; an evolved interface to meet users' expectations.
 Cisco - Cloud Architectural Excellence Award 2018: The honor recognizes Hyland for following Cisco-validated designs and best practices while moving towards a full stack of Cisco converged infrastructure, including automation.

2017 Healthcare Informatics 100: Healthcare Informatics, a leading healthcare IT publication providing leadership and strategy for healthcare IT leaders, ranked Hyland as the 64th largest company in the healthcare IT industry.

2019 Fortune 100 Best Companies to Work For

2019 Best Workplaces in Technology (Large Companies)

2018 Best Workplaces in Technology (Large Companies)

- 2019 Best Workplaces for Millennials
- 2017 Best Workplaces for Women

2017 Best Workplaces in Technology (Large Companies)

Corporate Culture Awards:

• 100 Best Companies to Work For: Hyland has been recognized as one of the 100 Best Companies to Work For by Fortune and Great Place to Work® for the sixth consecutive year. Hyland was selected as a top workplace based largely on positive feedback from employees about its distinctive culture, perks and on-site amenities that support flexibility and work-life balance. The fast-paced, fun environment keeps employees happy and engaged which in turn promotes better service for customers. To learn more about Hyland's Best Places to Work ranking, visit Hyland's Great Rated Profile.

• 100 Best Workplaces for Women: Hyland was recently (2017) ranked as #34 Best Places to Work for Women. According to Fortune, "... U.S. companies have made big strides in creating office cultures that cater to the female half of their workforce." Companies are rated on ethical leadership, respectful and fair workplace interactions, great benefits and development and strong caring and personal support. View our rating here - http://fortune.com/best-workplaces-for-women/

• 100 Best Workplaces for Millennials: Hyland was recently ranked as #77 among the Fortune's Best Workplaces for Millennials (2017). Millennials are now the largest generation in the workforce, and training and retaining them has become essential for nearly every organization. Who's doing it best? Fortune partner Great Place to Work surveyed tens of thousands of millennial employees at companies across the country to compile this list of young staffers' favorite places to work.

Best Workplaces in Technology: Hyland ranked number 20 in Fortune's 2019
 Best Workplaces in Technology. Hyland is noted for its employee-centric culture, which encourages work-life balance by providing on-site amenities that help keep staff happy, healthy and engaged. This is the fourth consecutive year Hyland has been included on the Best Workplaces in Technology list.

 Victory Media – Military Friendly ® Employer 2018: Hyland has earned Victory Media's 2018 Military Friendly Employer designation for its exceptional recruiting initiatives and commitment to connect service members, veterans and spouses with meaningful careers. First published in 2003, the Military Friendly Employers list is the most comprehensive and powerful resource for veterans seeking new career opportunities in corporate work environments.

• 50 Best Workplaces for Giving Back 2016: Hyland ranked number 41 for its philanthropic focus and dedication to giving back to the communities where employees work, live and play.

• 50 Best Workplaces for Flexibility 2016: Hyland ranked number 2 for its flexible work environment where employees are encouraged to achieve work/life balance.

 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 Smart Culture Award: Smart Business recognizing some of the leading organizations that have built positive cultures and prioritize happy and engaged employees.

2017 Expys: Hyland was selected as the Coolest Internship

2017 SingHealth Enterprising Partner Award: Hyland was recently recognized by SingHealth, Singapore's largest public healthcare group, with the SingHealth Enterprising Partner Award at the Supplier Forum and Supplier Recognition Awards event. Hyland was awarded for its efforts and provision of OnBase by Hyland, a single enterprise information management platform, which has helped to facilitate workflow optimization and business system transformation.

• 2017 Best Channel Vendor for Enterprise Content Management Software Hyland's superior service, strong channel program, and innovative product features and reliability recognized by resellers for fifth time in six years

| 17 | What percentage of your sales are to the governmental sector in the past three years   | In the past three years, an average of 10.5% of Hyland sales have been to the governmental sector.<br>We have a vertical team of experts who specialize in working with the government sector. Each project is approached as a partnership and includes sharing knowledge with end users to ensure they develop confidence and competence with the software and drive value from your content services investment long term.   | * |
|----|--|--|---|
| 18 | What percentage of your sales are to the education sector in the past three years  | In the past three years, an average of 8.5% of Hyland sales have been to the education sector.<br>Since 2009, Hyland's dedicated Higher Education Services team has implemented solutions of varying size, scope, and complexity from large-scale enterprise deployments to simple departmental solutions. This experience has helped us understand the issues colleges and universities of all sizes face. In fact, we have developed solutions that successfully cut processing time without adding staff for many of these business challenges.   | * |
| 19 | List any state, provincial, or cooperative<br>purchasing contracts that you hold. What is<br>the annual sales volume for each of these<br>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.<br>Almost 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. Due to our success under this contract, GSA granted us a second 20-year award.<br>Additionally, Hyland has experience managing and reporting on state term contracts, including the Ohio State Term Schedule (since 1997) and Pennsylvania COSTARS program (since 2013), among others. Since 2015, Hyland has also successfully managed several national cooperative purchasing vehicles, and hopes to now add Sourcewell to our repertoire. |   |
|    |  | Cooperative contract: Ohio State Term<br>Contract number: 533272-3<br>Expires: March 31, 2021<br>Annual sales volume: Approximately USD3-7M<br>Cooperative contract: California Multiple Award Schedule (CMAS)<br>Contract number: 3-20-70-3831A<br>Expires: March 31, 2021  |   |
|    |  | Annual sales volume: Awarded in 2020<br>Cooperative contract: Pennsylvania COSTARS<br>Contract number: 006-134<br>Expires: May 30, 2021<br>Annual sales volume: Approximately USD300-600K  | * |
|    |  | Cooperative contract: South Carolina State Term<br>Contract number: 4400017422<br>Expires: October 23, 2022<br>Annual sales volume: Approximately USD300K-2.6M   |   |
|    |  | Cooperative contract: Texas Department of Information Resources (DIR)<br>Contract number: DIR-TSO-4378<br>Expires: December 9, 2021<br>Annual sales volume: Awarded in 2019; prior awards approximately USD1.6-2.2M  |   |
|    |  | Cooperative contract: OMNIA Partners<br>Contract number: R190904<br>Expires: December 31, 2022<br>Annual sales volume: Awarded 2020; prior awards approximately USD1.4-7.6M  |   |
|    |  | Cooperative contract: NASPO ValuePoint<br>Contract number: AR3106<br>Expires: September 15, 2026<br>Annual sales volume: Awarded in 2019   |   |
| 20 | List any GSA contracts or Standing Offers<br>and Supply Arrangements (SOSA) that you<br>hold. What is the annual sales volume for<br>each of these contracts over the past three<br>years? | Please note that the sales volume information included below is considered<br>confidential and Hyland requests that this information be redacted per Minnesota<br>Statute §13.37 and Minnesota Statute §325C.01.<br>Almost 25 years ago, Hyland applied for and received its first General Services  | 1 |
|    | yours:   | Administration (GSA) contract, which was successfully implemented and managed through its life cycle. Due to our success under this contract, GSA granted us a second 20-year award.   | * |
|    |  | General Services Administration (GSA)<br>Contract number: GS-35F-249DA<br>Expires: March 31, 2021<br>Annual Sales Volume: Approximately USD9.5-16M   |   |

## Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *   | Contact Name *  | Phone Number *   |   |
|---|---|--|---|
| Please note that the customer reference<br>information included is considered<br>confidential and Hyland requests that this<br>information be redacted per Minnesota<br>Statute §13.37 and Minnesota Statute<br>§325C.01.   | Keith Schlarb, CTO<br>kschlarb@wscloud.org  | 614-450-6130   |   |
| Worthington Schools (Supported by Konica<br>Minolta Business Systems)<br>Worthington, Ohio<br>Years Serviced: 17<br>Description of Services: Using OnBase for<br>Student Records, Student File Management,<br>ShareBase   |   |  | * |
| Please note that the customer reference<br>information included is considered<br>confidential and Hyland requests that this<br>information be redacted per Minnesota<br>Statute §13.37 and Minnesota Statute<br>§325C.01.<br>City of Irvine   | Taryn Tang, Management Analyst II<br>ttang@cityofirvine.org                                     | 949-724-6280   | * |
| Irvine, California<br>Years Serviced: 8<br>Description of Services: Using OnBase for<br>Records Management  |   |  |   |
| Please note that the customer reference<br>information included is considered<br>confidential and Hyland requests that this<br>information be redacted per Minnesota<br>Statute §13.37 and Minnesota Statute<br>§325C.01.   | Mary Aumann, Assistant Director of Enterprise<br>Applications and Development<br>mja@svsu.edu   | 989-964-7135   | * |
| Saginaw Valley State University<br>Bay City, Michigan<br>Years Serviced: 13<br>Description of Services: Using Perceptive<br>Content   |   |  |   |
| Please note that the customer reference<br>information included is considered<br>confidential and Hyland requests that this<br>information be redacted per Minnesota<br>Statute §13.37 and Minnesota Statute<br>§325C.01.   | Angela Schneider<br>angela.schneider@csueastbay.edu   | 510-885-3973   |   |
| California State University - East Bay (CSU<br>East Bay)<br>Hayward, California<br>Years Serviced: 10<br>Description of Services: Using Brainware for<br>Transcripts  |   |  |   |
| Customer references provide a testament to<br>our ability to provide an industry-leading,<br>flexible, yet easy to use solution. Hyland<br>encourages prospective customers to<br>engage our current customers and hear for<br>themselves why Hyland is an industry leader.<br>However, we ask that you be respectful of<br>their time and contact them in advance to<br>schedule a call. | We provide additional customer stories within the<br>HYLAND_Marketing Plan or Samples zip file. | Further customer success stories<br>may be viewed on our website,<br>and we will be pleased to provide<br>additional details if/as required to<br>aid evaluation.<br>https://www.hyland.com/en/services/cu<br>stomer-stories |   |

#### Table 5: Top Five Government or Education Customers

Line Item 22. 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 /<br>Province * | Scope of Work *                         | Size of Transactions *                    | Dollar Volume Past Three<br>Years *                               |
|--|---------------|-----------------------|---|---|---|
| We respectfully<br>request not to<br>disclose this<br>optional<br>information. | Government    | Colorado - CO         | Software, hosting, support,<br>services | Average annual<br>transactions: USD 5.98M | 2018: USD 6,201,213<br>2019: USD 5,869,374<br>2020: USD 5,880,623 |
| We respectfully<br>request not to<br>disclose this<br>optional<br>information. | Government    | California - CA       | Software, hosting, support,<br>services | Average annual<br>transactions: USD 1.46M | 2018: USD 130,754<br>2019: USD 140,269<br>2020: USD 4,101,040     |
| We respectfully<br>request not to<br>disclose this<br>optional<br>information. | Government    | Ohio - OH             | Software, support, services             | Average annual<br>transactions: USD 1.19M | 2018: USD 1,515,363<br>2019: USD 1,199,783<br>2020: USD 855,510   |
| We respectfully<br>request not to<br>disclose this<br>optional<br>information. | Education     | Maryland - MD         | Software, hosting, support,<br>services | Average annual<br>transactions: USD 918K  | 2018: USD 1,246,283<br>2019: USD 808,757<br>2020: USD 700,192     |
| We respectfully<br>request not to<br>disclose this<br>optional<br>information. | Government    | Ohio - OH             | Software, support, services             | Average annual<br>transactions: USD 832K  | 2018: USD 2,033,190<br>2019: USD 462,239<br>2020: USD -           |

#### 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<br>Item | Question     | Response *   |
|--------------|--------------|--|
| 23           | Sales force. | The Hyland Sales division directly employs 560+ individuals who sell our software suite directly to our customers.<br>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.<br>Our sales employees are spread across our office locations. As listed below, we have office presence in 32 locations and dozens of remote Hylanders around the world in 23 countries.<br>U.S. offices: Alpharetta (GA); Andover (MA); Auburn (CA); Bloomington (MN);<br>Greenwood Village (CO); Irvine (CA); Lansing (MI); Lincoln (NE); Olathe (KS); Phoenix (AZ); Pleasanton (CA); Salt Lake City (UT); Tampa (FL); Westlake (OH - corporate headquarters)<br>Global offices: Melbourne (Australia); Sydney (Australia); Jundiai (Brazil); Sao Paulo (Brazil); Toronto (Canada); Santiago (Chile); Berlin (Germany); Freiburg (Germany); Kolkata (India); Lima (Peru); Katowice (Poland); Tokyo (Japan); Amersfoort (Netherlands); Cham (Switzerland); Geneva (Switzerland); Neuchâtel (Switzerland); London (United Kingdom); Nottingham (United Kingdom) |

| 24 | Dealer network or other distribution methods. | Hyland establishes strategic partnerships to support the diverse needs of our customer organizations. We have affiliations with a large global network (300+) of authorized solution providers, System Integrators (SIs), Independent Software Vendors (ISVs), Original Equipment Manufacturers (OEMs), strategic alliance partners, integration partners and private-label partnerships. This helps us to provide holistic resources and expertise to our global customer base. 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 satisfaction, and productivity. |
|----|---|--|
|    |   | We have a team dedicated to managing the alliance partnerships that are involved in<br>our customer's solutions to ensure certified and/or validated integrations between<br>platforms.  |
|    |   | Read more about our partnerships here: https://www.hyland.com/en/company/partners.<br>Strategic Alliance Partners<br>Deloitte  |
|    |   | <ul> <li>Duck Creek Technologies</li> <li>Ellucian – Ethos Connected Partner</li> <li>Ellie Mae</li> </ul>   |
|    |   | Guidewire     Infor – Complementary Partner     Oracle (OVI JDE Enterprise One)  |
|    |   | <ul> <li>Symitar</li> <li>Trizetto Provider Solutions</li> <li>Workday – Select Partner</li> <li>Salesforce - ISV Partner</li> </ul>   |
|    |   | Deltek     Corelation     AVAAP (Infor & Workday System Integrator)  |
|    |   | NGI (ECM consulting firm)  Integration/Technology Partners   |
|    |   | AWS     Allscripts     Autonomy Idol   |
|    |   | <ul> <li>Cityworks</li> <li>DocuSign</li> <li>Ellucian</li> </ul>  |
|    |   | <ul> <li>Esri</li> <li>KOM Software</li> <li>Merge</li> <li>Microsoft</li> </ul>   |
|    |   | <ul> <li>Microsoft</li> <li>Oracle – Gold Partner page</li> <li>SAP – Software Partner with Certified Integration to ArchiveLink</li> </ul>  |
|    |   | Infrastructure Partners Citrix KOM Software  |
|    |   | VMWare Hardware Partners   |
|    |   | <ul> <li>Ambir</li> <li>Canon – document imaging systems</li> <li>Dell</li> </ul>  |
|    |   | <ul> <li>Epson – scanners</li> <li>Fujitsu – document imaging</li> <li>HP</li> </ul>   |
|    |   | <ul> <li>Kodak – imaging</li> <li>Konica Minolta</li> <li>KYOCERA Document Solutions, America, Inc.</li> </ul>   |
|    |   | <ul> <li>Nuance</li> <li>Opex</li> <li>Panasonic</li> </ul>  |
|    |   | <ul> <li>Rimage® – publishing, duplication and printing systems</li> <li>Sharp</li> <li>Topaz – e-forms and digital handwritten signature</li> </ul>   |
|    |   | <ul> <li>Visioneer</li> <li>Wacom – digital interface solutions</li> <li>Xerox</li> </ul>  |
|    |   | Fax Server Partners Biscom   |
|    |   | <ul> <li>Esker</li> <li>RightFax</li> </ul>  |

| 25 | Service force.  | The Hyland Global Services team employs 750+ 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.<br>Hyland Global Cloud Services and Technical Support teams employ 540+ individuals who work to support the Hyland Cloud and provide technical support. 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.<br>Our Global Services and Global Cloud Services team members are located in our domestic and international offices, as summarized below:<br>U.S. offices: Alpharetta (GA); Andover (MA); Auburn (CA); Bloomington (MN);<br>Greenwood Village (CO); Irvine (CA); Lansing (MI); Lincoln (NE); Olathe (KS); Phoenix (AZ); Pleasanton (CA); Salt Lake City (UT); Tampa (FL); Westlake (OH - corporate headquarters)<br>Global offices: Melbourne (Australia); Sydney (Australia); Jundiai (Brazil); Sao Paulo (Brazil); Toronto (Canada); Santiago (Chile); Berlin (Germany); Freiburg (Germany); Kolkata (India); Lima (Peru); Katowice (Poland); Tokyo (Japan); Amersfoort (Netherlands); Cham (Switzerland); Geneva (Switzerland); Neuchâtel (Switzerland); London (United Kingdom); Nottingham (United Kingdom)   |
|----|---|--|
|    | Describe in detail the process and<br>procedure of your customer service<br>program, if applicable. Include your<br>response-time capabilities and<br>commitments, as well as any incentives that<br>help your providers meet your stated<br>service goals or promises. | Overview<br>At Hyland, our customers are our partners. Hyland's Customer Experience Center<br>encourages everyone at Hyland to think "customer first" and be inspired to always do<br>the right thing at the right time. By following the five Tenets of Customer First, we<br>recognize that your organization's success is our organization's success.<br>Hyland truly values feedback from our customers. Our Customer First Commitment is<br>the foundation for our customer-centric mindset becoming ingrained into the very fiber<br>of Hyland's culture. There are five Customer First Tenets that everyone at Hyland<br>works to apply to our daily work. These tenets relate to providing exceptional customer<br>service.<br>• All Hyland employees will be reliable channels for customer communications.<br>• We recognize that every customer is unique in their challenges and preferences.<br>• Our primary objective is to set your organization up for success.<br>• We will put ourselves in your organization up for success.<br>• We will put ourselves in your organization up for success.<br>• We will put ourselves in your soles through every challenging upgrade, software<br>bug and support issue.<br>Our goal is to be your advocate. The strategies that we develop are always with you<br>in mind. We work daily to meet your goals and exceed your expectations.<br>Process and procedure<br>We provide an overview below, and include additional information on our proposed<br>services in the HYLAND_Marketing Plan or Samples zip file.<br>Hyland maintenance and support for your software solutions is a vital part of every<br>customer relationship, representing both a high level of enterprise support services<br>value and a comprehensive commitment to your future success with Hyland<br>technologies.<br>Customers with active software maintenance and support have access to a full range<br>of technical support services:<br>• Support for Hyland product functionality — provided with exceptional customer<br>service<br>• A comprehensive Technical Support team to handle all aspects of the support<br>process<br>• A comprehensive |

from issue inception to resolution while providing a remarkable support service experience.

o Hyland Technical support is readily accessible through two channels: online support portal or phone for high-impact issues.

• Support requests submitted via the support portal are routed to an available and knowledgeable Technical Support resource with the proper alignment of experience and product expertise to resolve each specific issue.

• High impact issues reported by phone are addressed based on the product and scope of impact.

• The assigned Technical Support resource works directly with you, following up as often as needed based on the nature of your issue to drive issue resolution.

• A Technical Support success advisor is engaged for any concerns related to the delivered support experience, and assists with any non-technical support requests. The success advisor monitors issue progress, engages additional Hyland resources and communicates with the customer as needed until the issue is resolved.

• The Technical Support analyst team has direct access to Research & Development for assistance with software errors. For solution related issues, the analysts work with the Global Services team to provide resolution.

• Technical Support management is notified of issues that have an acute business impact in your environment so they can provide any additional resources that may be necessary to resolve the issue.

Hosted: Hyland's Global Cloud Services team works exclusively to support the Hyland Cloud. Never outsourced, 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. The Hyland Cloud delivers Hyland products as Software-as-a-Service. However, Hyland Cloud Services offers a Cloud Portal with access for the management of some of the components of the Hyland Cloud solution.

Response-time capabilities and commitments

We provide an overview below, and include additional information on our proposed services in the HYLAND\_Marketing Plan or Samples zip file.

On premise: 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 issue is empowered to determine its impact on a customer's solution per defined Severity Levels, and to obtain immediate attention to the issue as required. Additionally, Technical Support Success Advisors have the ability to request and coordinate resources from multiple departments.

Hosted: Hyland Cloud offers multiple service classes that commit to uptime ranging from 99% to 99.9%. At the highest level, Hyland offers a Recovery Point Objective of one (1) hour and a Recovery Time Objective of four (4) hours. Market-leading fiscal remedies are associated with any breach of these commitments. Cloud customers may also request the following reports:

• Service availability report containing a list of service level availability ("SLA") incidents that have been reported by Customer. The report will reflect each incident's confirmation or rejection by Hyland.

• Technical Support Activity report containing a list of issues that have been reported by Customer. The listing of each issue will reflect the current status (Open, Closed, etc.).

• Service Consumption Report containing a detailed accounting of the measurements used to generate the most recent invoice for the Customer's Hosted Solution. Totals are generated in categories including disk group storage and database storage.

Incentives for providers

We provide an overview below, and include additional information on our proposed services in the HYLAND\_Marketing Plan or Samples zip file.

On premise: Hyland understands this question to refer to services which may be provided by our authorized solution providers. All Hyland solutions are implemented and supported in accordance with our commitment to excellence; our authorized providers also adhere to these exacting standards, ensuring consistent levels of customer-driven service and support.

We have a team dedicated to managing the alliance partnerships that are involved in our customer's solutions to ensure certified and/or validated integrations between platforms.

Hosted: Hyland does not utilize third parties for providing any portion of the hosted service, with the exception of co-located datacenters, providing only the physical

|    |  | infrastructure inclusive of fire suppression, power redundancy, air cooling, etc. Hyland owns and manages all of the infrastructure in each datacenter.   |
|----|--|---|
| 27 | Identify your ability and willingness to<br>provide your products and services to<br>Sourcewell participating entities in the<br>United States.  | <ul> <li>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.</li> <li>We will leverage the following factors to provide an optimum solution to all such entities:</li> <li>Our experience of supporting cooperative purchasing contracts: As detailed in our response to Table 3 - Industry Recognition &amp; Marketplace Success, Hyland has decades of experience successfully implementing and managing General Services Administration (GSA) schedules, multiple state term contracts, and several nationwide purchasing cooperatives.</li> <li>Our established domestic presence: Our corporate headquarters are in Westlake Ohio, and we also have US office presence in the following locations: Alpharetta (GA); Andover (MA); Auburn (CA); Bloomington (MN); Greenwood Village (CO); Irvine (CA); Lansing (MI); Lincoln (NE); Olathe (KS); Phoenix (AZ); Pleasanton (CA); Salt Lake City (UT); Tampa (FL)</li> <li>Our 560+ sales and 750+ US-based service employees: These teams are spread across the above locations, and comprise sector specialists with extensive</li> </ul>   |
|    |  | <ul> <li>experience of supporting government, education and non-profit entities.</li> <li>Our established network of authorized solution providers ensures we have the capability to support all geographic areas covered by this RFP.</li> </ul>   |
| 28 | Identify your ability and willingness to<br>provide your products and services to<br>Sourcewell participating entities in Canada.  | <ul> <li>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.</li> <li>We will leverage the following factors to provide an optimum solution to all such entities: <ul> <li>Our experience of supporting cooperative purchasing contracts: As detailed in our response to Table 3 - Industry Recognition &amp; Marketplace Success, Hyland has decades of experience successfully implementing and managing General Services Administration (GSA) schedules, multiple state term contracts, several nationwide purchasing cooperatives, as well as various international purchasing cooperatives.</li> <li>Our established domestic and international presence: Our corporate headquarters are in Westlake Ohio, and our Canada offices are in Toronto. We also have US office presence in the following locations: Alpharetta (GA); Andover (MA); Auburn (CA); Bloomington (MN); Greenwood Village (CO); Irvine (CA); Lansing (MI); Lincoln (NE); Olathe (KS); Phoenix (AZ); Pleasanton (CA); Salt Lake City (UT); Tampa (FL)</li> <li>Our 560+ sales and 750+ US-based service employees: These teams are spread across the above locations, and comprise sector specialists with extensive experience of supporting government, education and non-profit entities.</li> <li>Our established network of authorized solution providers ensures we have the capability to support all geographic areas covered by this RFP.</li> </ul> </li> </ul> |
| 29 | Identify any geographic areas of the United<br>States or Canada that you will NOT be fully<br>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.   |
| 30 | Identify any Sourcewell participating entity<br>sectors (i.e., government, education, not-for-<br>profit) that you will NOT be fully serving<br>through the proposed contract. Explain in<br>detail. For example, does your company<br>have only a regional presence, or do other<br>cooperative purchasing contracts limit your<br>ability to promote another contract? | Not applicable. Hyland stands ready and able to fully serve all Sourcewell participating entity sectors across the geographic areas specified in RFP documentation.   |
| 31 | Define any specific contract requirements or<br>restrictions that would apply to our<br>participating entities in Hawaii and Alaska<br>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 of supporting , customers within these locations, and will leverage this to ensure an optimum solution.  |

# Table 7: Marketing Plan

Line Item Question Response\*

|    | ·  |   |
|----|--|---|
| 32 | Describe your marketing strategy for promoting this contract opportunity.  | Overview  |
|    | Upload representative samples of your marketing materials (if applicable) in the document upload section of your | Promotion of Hyland's procurement vehicles is a core piece of Hyland's go-to-market<br>strategy and its government marketing plan.<br>We work closely with each procurement organization to ensure our marketing efforts are  |
|    | response.  | aligned with their vision – this typically involves listing our product details and associated<br>literature on the organization's dedicated site, which features a list of all approved vendors.<br>For example, we are part of the Texas Department of Information Resources (DIR) 2020<br>bulk purchase initiative for enterprise content management (ECM) solutions, and our landing<br>page provides resource download links and contact details for our account manager:<br>https://www.hyland.com/en/learn/government/texas-dir-bulk-purchase  |
|    |  | We include a selection of our product and service literature in the HYLAND_Marketing Plan<br>or Samples zip file, and will be pleased to provide further samples on request.  |
|    |  | Our approach  |
|    |  | Hyland markets and sells our products and services both through a reseller channel as well<br>as a direct sales team. Hyland's government marketing strategies make use of a mix of<br>best practices that stress face-to-face marketing and thought leadership, web presence,<br>online communities, email campaigns and social media to reach potential customers and<br>educate them about the value of our product suite. If selected, Hyland will use all of these<br>areas to drive business through the Sourcewell contract.   |
|    |  | Hyland uses Sirius Decisions' best practices for marketing. This features marketing tactics across four key areas - Reputation, Market Intelligence, Demand Generation and Sales Enablement. The marketing plan demands an integrated approach to all go-to-marketing activities. Sourcewell would be included in all four categories, albeit in different ways. For example, demand generation would obviously feature Sourcewell's contract as an important purchasing option. Sales enablement tactics would include assets for our sales team, enabling them to optimize awareness and use of the Sourcewell contract.  |
|    |  | Hyland has experience of developing the following marketing activities for similar programs,<br>and we would seek to further discuss this approach to ensure alignment with Sourcewell<br>expectations:   |
|    |  | Email Campaigns – Hyland utilizes email campaigns as a way to reach the greatest number of people across many titles and roles in government; these are typically driven by our account managers, and seek to raise awareness of the benefits of acquiring our products through such procurement vehicles. Additionally, Hyland runs a number of solution-based and CIO campaigns that review the features and functionalities of our product suite. Typically, Hyland runs approximately 16 of these campaigns annually. Finally, Hyland connects best practice automated campaigns with customized landing pages to offer additional solution information and other content of interest. These campaigns can feature information about how to use our contracts to purchase solutions. Callers and account managers can reinforce the contract as a procurement vehicle in follow-up calling to |
|    |  | <ul> <li>Video – Hyland creates and utilizes several videos as a way to communicate the value of our products and to demonstrate solutions across all our markets, and video signage can be used at events. We would welcome the opportunity to discuss how best this approach can support Sourcewell, e.g. videos could be revised to present contract information and direct potential customers to the Sourcewell website for purchase procedures and other information.</li> </ul>  |
|    |  | <ul> <li>Events – Hyland attends a number of conferences and trade shows each year.</li> <li>Hyland's selection to participate in the contract could be prominently featured in graphics collateral or sessions offered by Hyland Software at events in the target region.</li> <li>Websites –Hyland will manage and update any profile pages and solution information available through the Sourcewell website. Hyland can additional provide co-branded collateral for use on the Sourcewell website.</li> </ul>  |
|    |  | • Organization Participation – As a part of its marketing strategy, Hyland participates in many governmental associations at all levels. In instances where Hyland is able to promote procurement vehicles, Sourcewell will be included,  |
|    |  | <ul> <li>Social Media – Hyland makes use of Twitter, LinkedIn, blogs and online communities<br/>to publish content, take thought leadership positions, pursue marketing strategies and<br/>socialize procurement vehicles. We propose to harness these channels to announce<br/>selection to the Sourcewell contract. We also have experience of targeting a more specific<br/>audience and would welcome the opportunity to discuss and agree such an approach with<br/>Sourcewell; for example, in order to access employees at state agencies and promote<br/>specific purchasing vehicles, we could discuss account-based advertising opportunities on<br/>paid social.</li> </ul>  |
|    |  |   |

| 33 | Describe your use of technology and<br>digital data (e.g., social media,<br>metadata usage) to enhance<br>marketing effectiveness.   | As detailed in our proposed marketing strategy (see Q32, above), 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 several association websites (NACo, NASCIO, ICMA, NASTD, NACE, Esri, etc.) to make readers aware of Hyland's presence on the contract. Hyland makes extensive use of Twitter and Facebook to socialize procurement vehicles - this includes corporate accounts and a government-specific Twitter feed. These channels will be used before and after trade shows and periodically throughout the year to draw attention to the Hyland/Sourcewell contract. We also have experience of targeting a more specific audience and would welcome the opportunity to discuss and agree such an approach with Sourcewell; for example, we could devise a paid social campaign which will target state agencies covered by the purchasing agreement. Typically, Hyland Government Marketing also uses pay-per-click and digital banner advertising to drive traffic to marketing microsite as well as Hyland's website. These avenues can also be used to publicize the availability of the Sourcewell contract. |  |
|----|--|---|--|
| 34 | In your view, what is Sourcewell's role<br>in promoting contracts arising out of<br>this RFP? How will you integrate a<br>Sourcewell-awarded contract into your<br>sales process?                        | Hyland assumes that Sourcewell will create a vendor profile for Hyland on the Sourcewell website. This vendor profile will offer an overview of 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 a number of 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 to 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.   |  |
| 35 | Are your products or services<br>available through an e-procurement<br>ordering process? If so, describe your<br>e-procurement system and how<br>governmental and educational<br>customers have used it. | Due to the complex and configurable nature of the solutions, training, services and maintenance offered for sale by Hyland, a simplified E-procurement ordering process is likely not a good fit for Hyland at this time.   |  |

#### Table 8: Value-Added Attributes

Line Item Question

Response \*

36 Describe any product, equipment, Solution training maintenance, or operator training programs that you offer to 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 Sourcewell participating entities. Include details, such as whether delivering training in both environments. Hyland utilizes a "train-the-trainer" approach: the training is standard or optional, project team trains your organization's designated system administrators, testers, and trainers who provides training, and any responsible for educating their user community. The courses will cover the functionality of the costs that apply. 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 environment. We include an implementation overview within the HYLAND Marketing Plan or Samples zip file, and will be pleased to provide more detailed information if/as required to aid evaluation. Product training The Hyland Education Services team provides training separate from the solution-specific engagement. Our suite of on-demand and live training courses provide business unit managers, end-users, and system administrators 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 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. While many eLearning courses are available to Hyland customers free of charge, a Premium Subscription enables your entire organization to access hundreds of courses from the Premium Subscription Gallery. Premium Subscription is the industry-leading training tool from Hyland, providing everything you need to support and grow your Hyland solution. With just one subscription, you gain access to online, on-demand Hyland solution training and resources for your entire organization. Learn more about Premium Subscription at: https://training.hyland.com/premium. We include a training overview within the HYLAND\_Marketing Plan or Samples zip file, and will be pleased to provide more detailed information if/as required to aid evaluation. 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. Pricing Hyland has provided pricing for our Education Services training courses, including Premium Subscription, in the HYLAND Pricing zip file.

| 37 | Describe any technological                                 | By harnessing innovative and intelligent automation technologies that anticipate the needs of  |
|----|--|--|
|    | advances that your proposed<br>products or services offer. | <ul> <li>users and customers, we help organizations and their employees focus on high-value tasks to develop more meaningful, relevant connections with the people they serve.</li> <li>Our innovations focus on delivering real world value. For example, during the current COVID pandemic, our OnBase crisis management Workview configuration has helped our customer organizations respond proactively – not just reactively:</li> <li>This quick-to-deploy crisis management tracking app empowers you to track and supplies such as medical equipment and vehicles during an emergency situation. If an individual becomes infected with a contagious virus like COVID-19, they may self-report their health status to their HR staff, educational institution or local government agency via the app.</li> <li>The organization can then track the lifecycle of the incident – from initial self-report all the way through any actions that need to be taken to close the case, such as working from home until healthy or needing additional constituent services, as well as any follow-up with other individuals with whom they may have come in contact.</li> <li>By tracking individuals, events and equipment, your organization can better respond to immediate needs and maximize assistance, allowing you to better care for your most important asset – your people.</li> <li>Read more on our website: https://www.hyland.com/resources/covid19</li> <li>Sharebase, our secure cloud-based content sharing and collaboration platform, has also helped many organizations adjust to the Covid-19 remote working model. Sharebase enables remote access to critical documents, and offers secure collaboration and document sharing with internal and external stakeholders. It can be deployed as a standalone solution or integrated with a content management platform. For further details, please see our Sharebase overview, within the HYLAND_Marketing Plan or Samples zip file.</li> </ul> |
|    |  | Our commitment to continued innovation   |
|    |  | Hyland typically reinvests 15% of our annual revenue into research and development,<br>dedicated to developing and enhancing our product suite. Currently, Hyland has more than<br>1,100 employees dedicated to the R&D function.<br>Each version of our software is a combination of customer feedback (new ideas,<br>enhancements, improvements) and the innovation from our employees. Hyland developed the<br>Ideas Portal on Hyland Community as a way to facilitate innovation around Hyland products<br>and solutions. As a Community user, you can suggest product enhancements, share a<br>concept for something new, and vote in favor of Ideas you support.<br>Hyland is continually innovating and keeping a pulse on the future of the content services<br>market, both internally and with our customers. Hyland has consistently been named a leader<br>in the Gartner Magic Quadrant for Content Services Platforms (CSP) due in part to our<br>completeness of vision as a vendor in the CSP market. As we continue to develop our<br>software, we work hand-in-hand with our customers to prioritize enhancements to each<br>version of the software released. We do this through Regional User Groups (RUGs), Vertical<br>OnBase Group of User Experts (VOGUEs) and user events like our annual CommunityLIVE<br>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, provided in the HYLAND_Additional   |
|    |  | Documents zip file.  |

| 38 | Describe any "green" initiatives<br>that relate to your company or to<br>your products or services, and<br>include a list of the certifying<br>agency for each.   | Overview<br>Hyland is dedicated to helping our community, and with this dedication, Hyland recognizes<br>that it has a responsibility to the environment beyond legal and regulatory requirements. We<br>are committed to reducing our environmental impact and continually improving our<br>environmental performance as an integral part of our business strategy and operating<br>methods.<br>Whether it's how we build our facilities or dispose of waste, or through the vendors we use,<br>Hyland supports practices that intelligently recycle and reuse materials.<br>Preserving resources and logically reducing waste is critical in all parts of our community,<br>and Hyland is proud to support initiatives that contribute to a clean environment.<br>As detailed in the HYLAND_ Sustainability Initiative.pdf document, uploaded within the<br>HYLAND_Additional Documents zip file, Hyland endeavors to:<br>Comply with or exceed all relevant regulatory requirements.<br>Continually improve and reduce environmental impact.<br>Incorporate environmental factors into business decisions when appropriate.<br>Increase employee awareness with respect to environmental responsibility.<br>Certifications<br>From an operations standpoint, several Hyland office locations hold environmental credentials<br>including LEED GOLD Certification and various Energy Star ratings.<br>Many of Hyland's offices also have ISO 14001 (Environmental Management Systems  | * |
|----|---|---|---|
| 39 | Identify any third-party issued eco-<br>labels, ratings or certifications that<br>your company has received for the<br>equipment or products included in<br>your Proposal related to energy<br>efficiency or conservation, life-cycle<br>design (cradle-to-cradle), or other<br>green/sustainability factors. | Standard) certification. We will be pleased to provide a more detailed breakdown on request.<br>Not applicable.   | * |
| 40 | Describe any Women or Minority<br>Business Entity (WMBE), Small<br>Business Entity (SBE), or veteran<br>owned business certifications that<br>your company or hub partners<br>have obtained. Upload<br>documentation of certification (as<br>applicable) in the document upload<br>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   | * |
| 41 | What unique attributes does your<br>company, your products, or your<br>services offer to Sourcewell<br>participating entities? What makes<br>your proposed solutions unique in<br>your industry as it applies to<br>Sourcewell participating entities?  | Hyland's unique attributes are our products, our people and our passion - these attributes<br>are noted and valued by our customers, and regularly listed as factors in their decision to<br>select Hyland solutions.<br>We list below the most common reasons why Hyland is selected, as reported by our<br>customer base.<br>Please also note that to complement its offer, Hyland is proposing imaging services in<br>addition to our software products and services (hosting, maintenance, training and<br>professional services). Hyland believes that its imaging services will provide a significant<br>value to Sourcewell participating entities and is another attribute that sets Hyland apart from<br>its competitors.<br>Please see:<br>• HYLAND_Differentiators.pdf – uploaded within the HYLAND_Additional Documents zip file<br>• HYLAND_Imaging Services.pdf – uploaded within the HYLAND_Marketing Plan or<br>Samples zip file<br>1. One Software Platform Meets ALL Needs<br>Providing capabilities for every step in the information lifecycle, content services platforms are<br>key to any organization's overall digital transformation strategy. As the content services<br>market continues to grow, organizations are prioritizing strategies that embrace specific use<br>cases and industry solutions. And cloud content services and SaaS applications continue to<br>be top-of-mind for business and IT leaders looking to strategically evolve and expand their<br>technology investments.<br>Hyland provides a complete view of the right information to the right people, where and<br>when they need it. Serving as a content services hub, we smartly surface content in context<br>by connecting data and systems across the enterprise. By providing users with easy, secure<br>access to complete information – anytime, anywhere, on any device – we enable<br>organizations to digitally transform and facilitate more responsive, meaningful interactions.<br>We empower organizations with greater freedom and flexibility to adapt to evolving business<br>needs and customer demands at the speed of business. We help our customers stay ahead<br>of the competition |   |

· 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 innovation 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 applications

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#/.NET, Java, JavaScript, Linux Shell, PHP, Python and TypeScript. These public APIs are developed 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 more than 25 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.

#### 4. Technology Leader

For 10 years in a row, Gartner has named Hyland a Leader in enterprise content management (ECM) and content services. In its 2019 Magic Quadrant for Content Services Platforms Report, Gartner positions Hyland as a Leader based on our completeness of vision and ability to execute.

https://www.hyland.com/en/explore/gartner-magic-quadrant-for-content-services-platforms Hyland named a Leader in The Forrester Wave™: ECM Content Platforms, Q3 2019. Cited for content- and process-rich apps, customer service, and workflow and capture capability "Hyland is a good fit for enterprises in regulated industries and public sector requiring a comprehensive set of repository, collaborative, and transactional content services." Forrester evaluated 14 top vendors in the ECM and content services space across several core capabilities. Receiving the highest Transactional Content Services score in the report, Hyland is recognized for its:

Delivery of solid content- and process-rich apps with a focus on financial services,

| <ul> <li>public sector, higher education, healthcare and other target markets</li> <li>Strong workflow, e-signature, forms and capture capabilities</li> <li>Packaged solutions for common use cases and integrations to third-party platforms essential to key industries</li> <li>Strong modernization efforts backed by great customer support</li> <li>Download your complimentary copy of the report below to learn more about why Forrester cites Hyland as a Leader in The Forrester Wave™: ECM Content Platforms, Q3 2019. https://www.hyland.com/en/learn/it-programs/2019-forrester-wave</li> <li>Hyland is the only blockchain-based records provider in the world with a product in market that can work across blockchains and open beyond any proprietary network. We are revolutionizing the way organizations across industries issue and verify credentials while empowering individuals to better understand and use their digital identities.</li> </ul>  |
|--|
| 5. Hyland Genuinely Cares about Customers and Employees  |
| With more than 15,000 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 for all parties involved. We deliver configurable business solutions that are intuitive to use. Our customers are confident when navigating our solutions. Our customers are able to configure a robust, rapidly deployable solution without programming. Our customers are able to configure a robust, rapidly deployable solution without programming. Our customers and reach that goal faster working in collaboration as partners. We approach each 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 are poractive and excel at 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. |

## **Table 9: Warranty**

Question

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

Response \*

| 42 | 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<br>Pursuant to the terms of Hyland's standard Master Agreement, Hyland offers<br>a performance warranty on the software, which provides that, during the<br>warranty period, the software will perform in accordance with the applicable<br>documentation. During this warranty period, you are permitted to use the<br>software in any type of environment that you deem appropriate (i.e.,<br>production or non-production) and are permitted to test the software using<br>any testing criteria that your organization deems appropriate. In the event a<br>non-conformity is found during such warranty period and you notify Hyland of<br>the same, Hyland will repair/replace the non-conforming software (at no<br>additional charge). In the event that Hyland is unable to make such repair or<br>deliver a replacement, Hyland will refund any applicable software license fees<br>to you. Please note that in the event a non-conformity arises after the<br>expiration of the warranty period, Hyland will work to correct any such non-<br>conformities as part of your purchase of annual maintenance and support. | * |
|    |  | Hosted solution<br>Pursuant to the terms of Hyland's standard SaaS Agreement, Hyland offers a<br>performance warranty on the Hosted Solution, which provides that the Hosted<br>Solution will perform in accordance with the applicable documentation. In the<br>event a non-conformity is found and you notify Hyland of the same, Hyland<br>will repair the non-conforming component of the Hosted Solution (at no<br>additional charge). In the event that Hyland is unable to make such repair,<br>the agreement may be terminated and Hyland will refund any pre-paid SaaS<br>fees.   |   |
| 43 | Do your warranties impose usage restrictions or<br>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 upon 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.  | * |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?  | Yes.   | * |
| 45 | Are there any geographic regions of the United<br>States or Canada (as applicable) for which you<br>cannot provide a certified technician to perform<br>warranty repairs? How will Sourcewell participating<br>entities in these regions be provided service for<br>warranty repair? | No. Hyland is able to provide a certified technician to perform warranty repairs (where such warranty services cannot be provided remotely) for all geographic areas defined within the Sourcewell RFP.  | * |
| 46 | Will you cover warranty service for items made by<br>other manufacturers that are part of your proposal,<br>or are these warranties issues typically passed on<br>to the original equipment manufacturer?  | Not applicable. Hyland provides different warranties that cover all products<br>and services offered in response to this RFP. We summarize these warranty<br>options in response to Q42 (above), and will be pleased to provide<br>additional details on request.  | * |
| 47 | What are your proposed exchange and return programs and policies?  | Hyland does not have a formal exchange and return program or policy.<br>Our commitment to customer satisfaction<br>We survey our customers annually about our overall relationship with them.<br>Hyland's Customer Experience team reads every customer survey response<br>received, in its entirety, and considers the feedback very seriously.<br>Mere "customer satisfaction" is not good enough for us at Hyland. We cannot<br>accurately stress how hard we work and strive for something better than that:<br>customer delight. We want to wow our customers in every single interaction<br>they have with our people, our products and our services.<br>We operate under a core value of "our customers are our partners." To that<br>end we treat each customer relationship as a true partnership. Through<br>listening to our customers, we learn (or sometimes confirm what we already<br>knew) what the customer wants and needs from Hyland and we ensure that<br>the company can effectively and consistently deliver to meet those wants and<br>needs.  | * |
| 48 | Describe any service contract options for the items included in your proposal.   | Hyland has included hosting, maintenance, training and professional services pricing in this offer. Hyland is happy to provide sample agreements for Sourcewell upon request.  | * |

## Table 10: Payment Terms and Financing Options

| Line<br>Item | Question  | Response *  |
|--------------|---|---|
| 49           | What are your payment terms (e.g., net 10, net 30)?   | Hyland's standard payment terms are net 30. *   |
| 50           | Do you provide leasing or financing options, especially<br>those options that schools and governmental entities may<br>need to use in order to make certain acquisitions?   | <ul> <li>Hyland does not provide leasing or financing options. However, we offer flexible pricing models as summarized below:</li> <li>An on premise installation of Hyland software (i.e. deployment of the software within the customer IT environment) is generally made available to the user under a perpetual license. The user purchases the right to use the software perpetually – as long as they do not breach the license provisions.</li> <li>A hosted installation of Hyland software (i.e. deployment of the software within the Hyland Cloud) is generally made available to the user as a monthly subscription or service.</li> <li>Alternatively, with a hosted solution, users may purchase the software and Hyland will charge them for hosting. This gives the customer the option for either a software subscription or perpetual licensing when utilizing the Hyland Cloud.</li> </ul>   |
| 51           | Briefly describe your proposed order process. Include<br>enough detail to support your ability to report quarterly<br>sales to Sourcewell as described in the Contract template.<br>For example, indicate whether your dealer network is<br>included in your response and whether each dealer (or<br>some other entity) will process the Sourcewell participating<br>entities' purchase orders. | <ul> <li>Consistent with our other cooperative purchasing opportunities, Hyland proposes the following order process:</li> <li>Sourcewell participating entity submits a purchase order directly to Hyland or a Hyland designated partner (approved partner list to be provided to Sourcewell by Hyland and updated periodically as needed).</li> <li>Hyland or its designated partner will process the order.</li> <li>Sourcewell participating entity executes a contract with Hyland.</li> <li>Hyland or its designated partner will deliver the goods/services and invoice the Sourcewell member.</li> <li>Hyland will report all sales and remit all fees on a quarterly basis to a designated email address in the specified format. Hyland will designate a number of its partners who will be permitted to accept orders on its behalf and perform certain services. Hyland will provide the list of partners to Sourcewell at the time of award and will periodically provide an updated copy to Sourcewell so that Sourcewell can verify a partner is able to participate in this opportunity.</li> </ul> |
| 52           | Do you accept the P-card procurement and payment<br>process? If so, is there any additional cost to Sourcewell<br>participating entities for using this process?  | Hyland does accept 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<br>purchasing cards because of the fees associated with purchasing<br>cards.<br>To ensure security of our customers' payment information, Hyland<br>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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line<br>Item | Question  | Response *  |
|--------------|---|---|
| 53           | Describe your pricing model (e.g., line-item discounts or<br>product-category discounts). Provide detailed pricing data<br>(including standard or list pricing and the Sourcewell<br>discounted price) on all of the items that you want<br>Sourcewell to consider as part of your RFP response. If<br>applicable, provide a SKU for each item in your proposal.<br>Upload your pricing materials (if applicable) in the document<br>upload section of your response.                               | The majority of software modules are listed on a line by line basis<br>on the Hyland Sourcewell Pricelist. Discounts will be given at the line<br>item level, based on individual products; however, it is Hyland's<br>standard practice to keep discounts as consistent as possible for<br>each offered category of items (software, training, services, etc.).<br>Hyland offers several solution-specific options for various customers,<br>which are already heavily discounted at list price. Some examples of<br>these are Hyland's pre-bundled local government licensing solutions<br>at a significant discount (approximately 60%), which can only be<br>purchased by Counties, Municipalities, Townships, School Districts,<br>Public Housing Authorities or Special Districts with populations of<br>less than 250,000 and cannot be used for any other institution, as<br>well as Business Process Automation Solutions. |
| 54           | Quantify the pricing discount represented by the pricing<br>proposal in this response. For example, if the pricing in<br>your response represents a percentage discount from MSRP<br>or list, state the percentage or percentage range.   | Hyland offers pricing in line with its other cooperative procurement<br>vehicles and its GSA contract. The discount is generally as follows:<br>20% off software, 10% off training, and 5% off services from the<br>Hyland Commercial List Price. As indicated above, there are a small<br>number of solutions which are already heavily discounted at list<br>price. As such, these items have no additional discount on any of<br>Hyland's cooperative contracts.   |
| 55           | Describe any quantity or volume discounts or rebate programs that you offer.  | Hyland does not currently offer any customer volume rebate programs.  |
| 56           | Propose a method of facilitating "sourced" products or<br>related services, which may be referred to as "open market"<br>items or "nonstandard options". For example, you may<br>supply such items "at cost" or "at cost plus a percentage,"<br>or you may supply a quote for each such request.  | Any item that Hyland sells in the regular course of business that is<br>not included on the Hyland Sourcewell price list will be considered<br>an Open Market Product/Service. Any Open Market Product/Service<br>will be specifically identified on a quote as such. Hyland's quoting<br>system is set up to automatically distinguish between items being<br>sold through Sourcewell and items considered Open Market.  |
| 57           | Identify any element of the total cost of acquisition that is<br>NOT included in the pricing submitted with your response.<br>This includes all additional charges associated with a<br>purchase that are not directly identified as freight or<br>shipping charges. For example, list costs for items like pre-<br>delivery inspection, installation, set up, mandatory training, or<br>initial inspection. Identify any parties that impose such costs<br>and their relationship to the Proposer. | Hyland has no additional costs of acquisition to disclose relative to<br>its offer. Pricing for Hyland's Value Added Imaging Services has<br>been provided in the HYLAND_Pricing zip file.  |
| 58           | If freight, delivery, or shipping is an additional cost to the<br>Sourcewell participating entity, describe in detail the<br>complete freight, shipping, and delivery program.  | Hyland has no shipping or delivery charges to disclose relative to its offer. Pricing for Hyland's Value Added Imaging Services has been provided in the HYLAND_Pricing zip file.   |
| 59           | Specifically describe freight, shipping, and delivery terms or<br>programs available for Alaska, Hawaii, Canada, or any<br>offshore delivery.   | Hyland has no shipping or delivery charges to disclose relative to its<br>offer, nor are there are special freight, shipping, or delivery terms<br>specific to Hawaii, Canada, or offshore delivery. Pricing for Hyland's<br>Value Added Imaging Services has been provided in the<br>HYLAND_Pricing zip file.  |
| 60           | 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<br>Item | The Pricing Offered in this Proposal is: *  | Comments  |
|--------------|---|---|
| 61           | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Hyland provides Sourcewell<br>the same base pricing and<br>overall discount structure as it<br>does on its GSA contract<br>and all other cooperative<br>purchasing opportunities.<br>However, the final contract<br>will vary based on the<br>administrative fee associated<br>with the contract. |

## Table 13: Audit and Administrative Fee

| Line<br>Item | Question   | Response *   |   |
|--------------|--|--|---|
| 62           | Specifically describe any self-audit process or program that you<br>plan to employ to verify compliance with your proposed Contract<br>with Sourcewell. This process includes ensuring that Sourcewell<br>participating entities obtain the proper pricing, that the Vendor<br>reports all sales under the Contract each quarter, and that the<br>Vendor remits the proper administrative fee to Sourcewell.                                   | Upon award, an internal compliance plan will be created and<br>implemented ensure that all orders received under this<br>opportunity are appropriately reported and the corresponding<br>fees remitted to Sourcewell. Hyland has a quote and order<br>tool that will be configured to ensure that all applicable<br>quotes identify the Sourcewell contract number, contain<br>accurate Sourcewell pricing, and get flagged for sales<br>reporting and fee remittance.<br>Hyland also has a Government Contracts management team<br>as well as an Accounting and Finance Department with team<br>members experienced in cooperative contract sales reporting<br>and fee remittance. Sales Reports are generated from<br>Hyland's accounting system on a monthly basis and are<br>manually reviewed to ensure quoted/invoiced pricing aligns<br>with the pre-negotiated contract price. This report is used to<br>calculate total contract sales for quarterly reports and total<br>fees due to Sourcewell. | * |
| 63           | Identify a proposed administrative fee that you will pay to<br>Sourcewell for facilitating, managing, and promoting the Sourcewell<br>Contract in the event that you are awarded a Contract. This fee is<br>typically calculated as a percentage of Vendor's sales under the<br>Contract or as a per-unit fee; it is not a line-item addition to the<br>Member's cost of goods. (See the RFP and template Contract for<br>additional details.) | In line with its existing cooperative contracts and<br>administrative fees, Hyland proposes an administrative fee of<br>1.0% payable to Sourcewell.  | * |

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

| Line<br>Item | Question   | Response *   |
|--------------|--|--|
| 64           | Provide a detailed description of the equipment, products, and services that you | Equipment  |
|              | are offering in your proposal.   | Not applicable.  |
|              |  | Products   |
|              |  | Hyland is offering the following software products in response to this RFP. We provide product overviews below, and include supporting documentation within the HYLAND_Marketing Plan or Samples zip file. We will be pleased to provide more detailed information if/as required to aid evaluation. |
|              |  | <ol> <li>OnBase, our single enterprise information platform.</li> <li>Brainware, our industry leading data extraction software.</li> <li>Sharebase, our cloud-based document sharing and collaboration software.</li> </ol>  |
|              |  | <ol> <li>Perceptive Content, our content and process management product suite.</li> <li>Acuo VNA, our image management system.</li> <li>NilRead, our enterprise and diagnostic viewer.</li> </ol>  |
|              |  | <ol> <li>Hyland Credentials, our complete system to issue official records using a<br/>blockchain-anchored format.</li> </ol>  |
|              |  | 1. OnBase  |

OnBase is a single enterprise information platform for managing content, processes and cases. OnBase has transformed thousands of organizations worldwide by empowering them to become more agile, efficient and effective.

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. Cloud-based file sharing, also called Enterprise file sync and share (EFSS) for the OnBase platform is available with our complementary offering, ShareBase.

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. That means no expensive, time-consuming and difficult-tomaintain 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 over time as needs and requirements change. Maintain speed and performance, even as you continue to expand and enhance your solution.

• 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, minimizing downtime by allowing more than one OnBase version to run simultaneously.

By design, OnBase is hardware agnostic in order to allow customers to deploy on a variety of infrastructure.

2. Brainware

Transform the time-intensive task of manually processing documents into a fast and effective 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—all in a comprehensive package that delivers results from day one. Brainware Intelligent Capture and engines provide the examplify to capture and validation ensured archiving architecture and engines provide the example.

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. Brainware Intelligent Capture 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 processes even more efficient by combining Brainware Intelligent Capture with e-forms or Workflow in OnBase, as an integral part of your content and process management solution.

Brainware Intelligent Capture 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 document and details about overall performance—enabling timely and decisive action.

The Brainware Intelligent Capture 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.

3. Sharebase

ShareBase by Hyland is an enterprise file-sharing product that provides secure, cloudbased sharing while ensuring your organization retains ownership and control. With ShareBase, administrators create and manage approved accounts for each deployment, with the ability to manage users from within your identity provider (IdP) product. This ensures your organization retains ownership of any shared information. When users leave your organization or change roles, administrators can easily revoke or transfer rights, mitigating the risk of unauthorized access and ensuring continuity during personnel transitions.

Administrators can also restrict sharing by controlling maximum file-sharing permissions and expirations, either for all users or specific user groups. Additionally, they can limit external sharing and create libraries of corporate content over which they have complete control.

When a ShareBase user changes roles, the administrator easily reassigns users to their shared folders.

User adoption is essential to setting any corporate standard, and ShareBase is secured for IT but optimized for user experience. ShareBase provides a simple experience to store, search for and share content securely. Users can set permissions per each share of each document; leverage password protection for external shares; and set shared documents to expire. Moreover, users can access content and share from anywhere, using a web browser. Windows users can even access their own content offline from their desktop and subscribe to specific shared content for offline access. Leveraging tagging capabilities and familiar folder structures, users can personally organize owned content for easy retrieval. ShareBase also improves collaboration. Users can easily edit files directly within the file's native application, with each saved change creating a new document version in ShareBase and giving all users with the appropriate permissions easy access to all document versions alongside each file. With intuitive chat features for commenting, ShareBase tracks related conversations and allows users to subscribe to notifications as they collaborate on content. Email Digest also enables users to receive a summary of most recent notifications via email. Additionally, ShareBase provides an uneditable activity trail leading to improved insight throughout collaboration as well as improved corporate security.

Searching for documents couldn't be easier in ShareBase. The Search functionality enables users to find documents anywhere in ShareBase—regardless if the document was shared directly with a user, placed in a corporate library, or stored in their files. Users can search for documents by text in a file, file name, tags, file type and creator of the document.

ShareBase is designed corporate-first and enterprise-ready, built to be your corporate sharing standard.

4. 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. In addition, the interface is 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 (using the mouse, opening and closing windows, clicking on buttons, etc.) will have no trouble learning how to use our solution. The user interface incorporates simple, recognizable and intuitive elements that will become second nature.

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.

5. 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, XDS and other emerging standards.

Acuo VNA is unique in that it accepts both DICOM and non-DICOM objects for longterm 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 crossdepartmental 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 vendor-controlled implementation.

PACS aggregation and federation

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 autorouting 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. 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.

#### 6. NilRead

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 to 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.  |
|--|
| 7. Hyland Credentials  |
| Hyland Credentials provides a complete system to issue official records using a blockchain-anchored format. Our digital credentials are easily shareable and instantly verifiable anywhere in the world.   |
| Blockchain-anchored solutions for digital credentials empower organizations like higher education institutions, governmental agencies, commercial enterprises and healthcare institutions to instantly validate the authenticity of any document. Diplomas, transcripts, physician certification and professional licensure are just some examples of what can be advanced via digital credentials.  |
| With Hyland Credentials, organizations leverage an online tool to design credentials, import recipient data and issue credentials to students, employees, physicians or constituents – anchored to any blockchain using the Blockcerts open standard. Issued credentials can then be conveniently verified by anyone, without proprietary software.  |
| Any organization that issues credentials or documents that may require validation and review can benefit from a blockchain-based digital credentials solution.   |
| Hyland is the only blockchain-based records provider in the world with a product in market that can work across blockchains and open beyond any proprietary network. We are revolutionizing the way organizations across industries issue and verify credentials while empowering individuals to better understand and use their digital identities.   |
| Blockchains are a new public infrastructure that can verify credentials far more durably, securely and conveniently than any single authority.   |
| <ul> <li>Improve efficiency – Send or verify blockchain-anchored records without requiring<br/>an intermediary.</li> </ul>   |
| <ul> <li>Provide ownership - Empower recipients with records they own and can have<br/>verified anywhere.</li> </ul>   |
| Increase security - Know that records are secure, tamper-proof and vendor independent.   |
| • Promote awareness - Draw attention to your programs and your brand with records that can be safely shared online.  |
| <ul> <li>Prevent fraud - Use cryptographic signatures to make it difficult to impersonate your organization's official records.</li> <li>Gain insight - Build reports to better understand credentialing trends.</li> </ul>  |
| Services   |
| <ul> <li>Hyland is offering the following software-related services in response to this RFP:</li> <li>A. Hosting</li> <li>B. Maintenance</li> <li>C. Training</li> <li>D. Professional services</li> </ul>   |
| We include service overviews within the HYLAND_Marketing Plan or Samples zip file,<br>and will be pleased to provide more detailed information if/as required to aid<br>evaluation.  |
| A. Hosting   |
| <ul> <li>The Hyland Cloud is the premier cloud ECM offering with some unique benefits:</li> <li>First, the developer of the software is hosting the solution. This situation lends itself to faster deployment and quicker issue resolution.</li> <li>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.</li> </ul>          |
| The Hyland Cloud is N+1 redundant and every Hyland Cloud solution is replicated to<br>a secondary data center. All data files are replicated, and the database is log<br>shipped to this secondary location where the logs are also applied. The disaster<br>recovery plan is tested annually.<br>Hyland Global Cloud Services manages the Hyland Cloud platform in co-located<br>for littice around the global Within the United States, data centers are leasted in  |
| facilities around the globe. Within the United States, data centers are located in<br>Ashburn, Virginia; Cleveland, Ohio; Pittsburgh, Pennsylvania; and Kansas City,<br>Missouri. Within Canada, data centers are located in Toronto, Ontario and Vancouver.<br>Customer preference dictates which data center will be used for the particular location.<br>There are 1,100+ current Hyland Cloud customers. Please see the HYLAND_Cloud<br>Overview.pdf file for additional information. Uploaded within the HYLAND_Marketing |

Plan or Samples zip file. We will be pleased to provide more detailed information if/as required to aid evaluation.

B. Maintenance

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 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.

#### C. 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.

D. Professional Services

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. The underlying philosophy of Hyland Global Services is to empower customers to

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. TSIA honored Hyland as a 2019 STAR Award winner; read more here: https://news.hyland.com/hyland-presented-star-award-for-technology-services-excellence/.

Our intent is to empower our customers because it's the right thing to do. To that end, in our experience, end users want a services relationship built on partnership, not dependency. Our experts lead them in successful projects, which builds confidence and increases their self-sufficiency for future projects and growth. Our services are designed to be highly collaborative. We also share information including providing documentation detailing the project, the personnel involved and often recommendations for next steps.

Hyland Global Services offers the following:

 Implementation Services - Rely on experienced solution implementation specialists to ensure your configuration, 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 kiosks, web portals and WorkView Case Manager.

• Upgrade Services - 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.

 Imaging Services - Secure document scanning, indexing and physical document storage/retention services for when you need help with a single backfile conversion, day-forward scanning, or until in-house resources are ready.

• 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 systems—utilizing 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 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 - In all we do, 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. They consistently earn quantifiable ROI, both immediate and over time.

• 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.

• Contract Management - The Contract Management Point Application provides organizations with a powerful, purpose-built solution that is both rapid to deploy and easy to setup. It simply lets customers get to the starting line right away with the pre-configured installation.

| 65 | Within this RFP category there may be  | Products  |
|----|--|---|
|    | subcategories of solutions. List subcategory<br>titles that best describe your products and<br>services. | Hyland's software is typically sub-categorized by functionality or industry sector.   |
|    |  | <ul> <li>Functionality - Our software can be classified as:</li> <li>Enterprise Content Management (ECM)</li> <li>Document Capture and Management</li> <li>Image Capture and Management</li> <li>Records Capture and Management</li> <li>Contract Management</li> </ul> |
|    |  | Industry sector - Hyland software supports multiple industries, including but not limited to:   |
|    |  | Government     Higher Education   |
|    |  | Healthcare  |
|    |  | Utilities     Accounting & Finance  |
|    |  | Human Resources   |
|    |  | Financial services  |
|    |  | Insurance     Manufacturing   |
|    |  | • Manuacuning   |
|    |  | Services  |
|    |  | Hyland's price list includes the following services subcategories:  |
|    |  | Hosting   |
|    |  | Maintenance     Training  |
|    |  | Training     Professional services  |
|    |  |   |

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

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type                              | Offered *     | Comments   |   |
|-----------|---|---------------|--|---|
| 66        | Enterprise resource planning (ERP) solutions  | ି Yes<br>ତ No | Not addressed by our proposed products and services.   | * |
| 67        | Human resource information systems (HRIS)     | ି Yes<br>ତ No | Not addressed by our proposed products and services.   | * |
| 68        | Financial management systems                  | ି Yes<br>ତ No | Not addressed by our proposed products and services.   | * |
| 69        | Enterprise content management (ECM) solutions | a Yes<br>C No | <ul> <li>Hyland is a leading content services (Enterprise content management - ECM) provider that enables thousands of organizations to deliver better experiences to the people they serve.</li> <li>We offer a range of cloud-based technologies, solutions and services.</li> <li>Serving as a content services hub, we provide a complete view of the right information to the right people, where and when they need it.</li> <li>We intelligently automate the workplace by improving the way organizations manage information and processes.</li> <li>We make organizations quick and agile.</li> <li>We create expertly tailored solutions.</li> <li>By making organizations more efficient and their users more informed, we make everyone's interactions with those organizations more satisfying. Complete view</li> <li>Hyland provides a complete view of the right information to the right people, where and when they need it. Serving as a content services hub,</li> </ul> |   |

we smartly surface content in context by connecting data and systems across the enterprise. By providing users with easy, secure access to complete information — anytime, anywhere, on any device — we enable organizations to digitally transform and facilitate more responsive, meaningful interactions. We enable organizations to:

Leverage our content services
hub to connect information, processes
and systems

• Improve cross-office, departmental productivity by breaking down information silos, supporting collaboration and streamlining processes across the distributed enterprise

• Deliver critical content in context with flexible solutions and smart integrations that help solve organizational challenges by giving users visibility into the information they need

• Empower users with complete information to make quick and accurate decisions

• Support the convergence of multiple legacy repositories to access information from a common, modern interface

Intelligent automation

By harnessing innovative and intelligent automation technologies that anticipate the needs of users and customers, we help organizations and their employees focus on high-value tasks to develop more meaningful, relevant connections with the people they serve.

We enable organizations to:

• Intelligently automate the workplace with tools that employ builtin logic, intelligent routing, robotic process automation and machine learning to serve the right information to the right users at the right time

• Reduce costs and improve speed, accuracy and transparency by minimizing repetitive, manual tasks and removing bottlenecks

 Automate the ingestion and distribution of data in real time by leveraging powerful capture and correspondence tools Agile adaptivity

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, contentenabled applications that anticipate business needs and customer expectations

 Reimagine business processes and models to create new sources of customer value and revenue and nurture innovation as a competitive differentiator

|    |  |               | <ul> <li>Monitor productivity with intuitive analytics tools, driving deeper insights for business improvement</li> <li>Quickly modify processes and seize time-sensitive opportunities with flexible, configurable solutions</li> <li>Derive more value from existing systems with smart integrations and adaptable, interoperable technology that minimizes IT sprawl by reducing the need to procure niche applications</li> <li>Expertly tailored solutions</li> <li>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.</li> <li>We enable organizations to:</li> <li>Tap into a range of content services to create personalized, seamless solutions tailored to the needs of specific regions, verticals, systems and roles, and informed by experience-based business insights that transcend industries</li> <li>Partner with trusted advisors who understand unique business needs and customer demands, and lead the way through digital transformation</li> <li>Leverage tight, purpose-built integrations developed in close partnership with leading technology vendors</li> <li>Enforce information security and improve regulatory compliance with robust technology built on strict protocols and securely hosted in the Hyland Cloud</li> </ul> |   |
|----|--|---------------|---|---|
| 70 | Student information systems (SIS)  | ି Yes<br>ଜ No | Not addressed by our proposed products and services.  | * |
| 71 | Facility management software (FMS)   | ି Yes<br>ତ No | Not addressed by our proposed products and services.  | * |
| 72 | Court, corrections, law enforcement, or justice system software solutions                  | ି Yes<br>ଜ No | Not addressed by our proposed products and services.  | * |
| 73 | Municipal services, inspections, and permitting management solutions                       | ି Yes<br>ତ No | Not addressed by our proposed products and services.  | * |
| 74 | Equipment and accessories related to the offering of systems or solutions described above. | ି Yes<br>ଜ No | Not addressed by our proposed products and services.  | * |
| 75 | Services related to the offering of systems or solutions described above.                  | ଜ Yes<br>୦ No | <ul> <li>Hyland offers the following software services, as detailed in our pricelist:</li> <li>Hosting</li> <li>Maintenance</li> <li>Training</li> <li>Professional services</li> </ul> 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<br>platform. We continue to drive<br>innovative cloud enterprise solutions,<br>including ShareBase, hosted<br>exclusively in the Hyland Cloud.<br>Maintenance: Hyland Maintenance and<br>Technical Support is dedicated to<br>helping maximize the return on your<br>Hyland technology investment by<br>offering a complete support system<br>designed to meet your business<br>needs across a diverse set of<br>business application areas. Hyland<br>Technical Support offers multiple self-<br>service and assisted support<br>opportunities to assist customers in<br>resolving issues being experienced<br>with their implemented Hyland<br>technology solution.<br>Training: Hyland offers an extensive<br>array of training courses covering<br>basic and advanced solutions and<br>techniques to enable our customers<br>to fully leverage the capabilities of<br>their Hyland solution. We provide<br>classroom, online, self-paced, video,<br>conference and e-learning education<br>programs, to ensure users achieve<br>competency and our customers<br>realize the full optential of their<br>investment. We provide the right<br>training when you need it.<br>Professional services: The Hyland<br>Global Services organization provides<br>a broad range of professional<br>services; from strategic planning and<br>needs assessment, to solution<br>deployment, managed services and<br>training on a global basis. The<br>underlying philosophy of Hyland Global<br>Services is to empower customers to<br>operate, maintain, modify, and extend<br>their Hyland solution-<br>experiment and minimizing their total<br>cost of ownership over time. Hyland<br>Global Services team members are<br>employed to develop customer<br>competence with the technology and<br>confidence in the potential solution<br>sets they can develop using Hyland<br>content services technology. We use<br>a mentoring approach that builds<br>partnerships, not merely attains |
|--|
| Global Services team members are<br>employed to develop customer<br>competence with the technology and<br>confidence in the potential solution<br>sets they can develop using Hyland<br>content services technology. We use<br>a mentoring approach that builds  |
| customers, which has been<br>recognized by TSIA - the leading<br>association for technology services<br>organizations. TSIA honored Hyland<br>as a 2019 STAR Award winner; read<br>more here:<br>https://news.hyland.com/hyland-<br>presented-star-award-for-technology-<br>services-excellence/.  |

# Table 15: Industry Specific Questions

| Line<br>Item | Question   | Response *  |   |
|--------------|--|---|---|
| 76           | few examples of internal metrics that will<br>be tracked to measure whether you are<br>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. | * |

| 77 | Describe connectivity and integration<br>capabilities between your offered<br>solution(s) and other software systems. | Hyland has developed proven integration options that increase the value of your IT infrastructure.<br>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.<br>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 developed 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#/.NET, Java, JavaScript, Linux Shell, PHP, Python and TypeScript. These public APIs are developed and documented using the OpenAPI Specification 3.0 (standard) for RESTful web ser |
|----|---|--|
| 78 | Describe your migration, customization, and<br>upgrade processes.   | The Hyland Global Services organization provides a broad range of services,<br>including but not limited to: migration, customization and upgrade. The underlying<br>philosophy of Hyland Global Services is to empower customers to operate, maintain,<br>modify, and extend their Hyland solutions—maximizing the value of their content<br>services investment and minimizing their total cost of ownership over time.<br>Migration<br>Customers will work collaboratively with our certified, experienced conversion<br>engineers to bring their legacy documents and data into their Hyland solution. Our<br>conversion service-level offerings are summarized below:<br>• Comprehensive: We take complete ownership of every aspect of the file<br>conversion project in this turnkey, fixed-bid service.<br>• Transform and Load: Similar to the Comprehensive offering with the exception of<br>content extraction. We provide the specifications and your team or a third party<br>provider manages extraction.   |
|    |   | 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.<br>Whether you're looking to convert one solution or consolidate several content repositories your Hyland platform can handle it all.<br>We include a conversion services overview within the HYLAND_Marketing Plan or Samples zip file, and will be pleased to provide more detailed information if/as required to aid evaluation.   |
|    |   | OnBase provides an interface for point-and-click configuration of all major system<br>components. This interface allows an administrator to accomplish the tasks of defining<br>and administrating major system components. This limits the need for heavy IT<br>involvement when introducing additional functionality into your OnBase solution such as<br>the creation of new document types or capture processes.<br>OnBase also provides a designer called OnBase Studio that can be used to create<br>workflows and rapid no-code/low-code applications. OnBase Studio provides a<br>graphical layout as well as point-and-click configuration for designing these workflows<br>and rapid no-code/low-code applications.<br>Hyland does not routinely include customized software solutions that are outside of<br>the OnBase software code base as part of its standard maintenance and support<br>services pursuant to its maintenance agreement. However, historically Hyland has<br>been faithful to its API software code base, which enables customers to develop<br>implementations that access the OnBase repository through customized user<br>interfaces. Hyland may (on a case-by-case basis) extend an offer to provide technical<br>support to a customized solution that was previously developed under the guidelines<br>of a professional services agreement.   |

\*

|     | Hyland's Global Services includes a team of integration engineers – experienced developers and consultants that may build custom solutions and/or integrations as part of an implementation. Such customizations are scoped and quoted along with other required services on a project-by-project basis.<br>Normally, all customization, including workflow customization, is preserved when installing new releases. The ReadMe file explains the steps your system administrator should take to install a new release and any special steps that might be required to save customized elements.   |
|-----|---|
|     | Collaborate with our Hyland Global Services experts for upgrade assistance or   |
|     | guidance, especially when a Hyland solution is multiple versions behind, the upgrade<br>has high visibility or tight deadlines, or involves multiple technologies, integrations or<br>custom solutions.<br>System upgrades are usually left up to the customer as to when an upgrade is<br>performed. A rolling upgrade allows our customers to take advantage of software<br>enhancements provided in a new release while mitigating the risk and anxiety<br>associated with system upgrades. Annual maintenance entitles customers to software<br>upgrades and enhancements.<br>Updates/upgrades can be accomplished in many different ways. Most common is to<br>first apply updates/upgrades to a test server that closely resembles the production<br>environment. In an active/passive solution (most common), the secondary (passive<br>instance) is updated/upgraded first and tested. Once it passes regression testing, the<br>primary instance is quickly failed over to the secondary instance and then the primary<br>is updated/upgraded.<br>There is almost no downtime for a customer other than the time to fail-over. In an<br>active/active solution (not common), the same solution applies, but more consideration<br>is given to the time of day and load on system. It should be done when only one<br>instance (primary or secondary) is capable of handling the entire load so each side<br>can be updated/upgraded.   |
|     | When a customer is hosted in the Hyland Cloud, the customer must contact Hyland   |
| sta | Global Cloud Services to request an upgrade and coordinate a time.<br>Overview<br>Hyland's Information Systems Security Policy (ISSP) is documented, and an<br>acknowledgement policy is in place for all employees regarding this policy.<br>The following subject areas are addressed in our security policies:<br>Information or Data Classification<br>Acceptable Use of E-mail<br>Acceptable Use of Internet/Intranet Access<br>Network Security/Access<br>Security Configuration Standards for Networks, Operating Systems, Applications,<br>and Desktops<br>Software Development, Acquisition and Installation Policy and Procedures,<br>including Change Management Guidelines<br>System Access and Authorization<br>Physical Access Policy and Procedures<br>Security Incident Management<br>Remote Access<br>Personnel Employment and Termination Procedures<br>Security Awareness Program<br>Disaster Recovery and Business Continuity Plans<br>Hyland has a formal customer data handling policy that must be acknowledged by all<br>employees, which details how to handle any data received from a customer. This<br>policy provides for a secure method of transfer for all such data, tracking of the data<br>within Hyland, and specific restrictions on use, storage, and retention of such data. In<br>particular, all such data is to be transferred to Hyland via Hyland's Customer Data<br>Portal, an encrypted file transfer application. The data may only be copied to specific,<br>approved locations within Hyland's network, and all such copies are tracked and<br>approved through a customer data workflow. The data is deleted when Hyland no<br>longer has a need for it, which must be within 180 days, unless an exception for a<br>legitimate business reason has been approved.<br>We provide the HYLAND Customer Data Handling Guidelines.pdf file within the<br>HYLAND_Additional Documents zip file, and will be pleased to provide additional<br>information if/as required to aid evaluation.<br>Hyland Cloud<br>The following outlines the efforts Hyland takes to secure the Hyland Cloud platform<br>and our customers' hosted data:<br>The Hyland Cloud |

|    | 1000pc 1D. 1AD 12001 - 1000-401 0-0001-1A001  |   |
|----|---|---|
|    |   | repudiation format and kept for one year. Access to the central log repository is limited to a small team based on job role. Monitoring of these systems is active and alerts are configured to notify appropriate personnel within the department of potential security or availability incidents. Staff is available/on call 24/7 to respond to alerts from these systems. Hyland uses commercially available safeguards to protect the Hyland Cloud platform and hosted data from intrusion, attack, or virus infection. The hosts on the Hyland Cloud platform employ anti-virus software, and the anti-virus signatures are updated daily by an automated signature repository. Anti-malware is installed and updated regularly within the Hyland Cloud platform. Software vendor information is not shared externally for security considerations. Industry-leading technologies are implemented into the Hyland Cloud platform to provide a load balanced, N+1 redundant, and highly available Hosted Solution. Disaster recovery is a part of the service Global Cloud Services (GCS) provides. The primary copy of customer data is replicated to a separate file server within the customer's secondary\disaster recovery data center. These copies are stored to online storage so there is no offline storage to be destroyed. Hard copy documents are not created. Data sanitization techniques are used to overwrite data on the servers in use for the Hyland Cloud, all data transfer is encryption. When using 256 bit SSL, data is encrypted both from the workstation to the OnBase infrastructure and vice versa. Data transfers that utilize SFTP (SSH2 protocol) also encrypt traffic in both directions. The OnBase modules Encrypted Alpha Keywords and Encrypted Disk Groups are included in standard Hyland Cloud subtoms. These modules provide an additional layer of security for content stored in OnBase using AES – 256 encryption. Sensitive alphanumeric keywords are stored in the database in an encrypted format, with access to view full or partial values granted to authorized users |
| 80 | Describe your strategy related to<br>implementation, integration and use of<br>installation partners. | signed mutual non-disclosure agreement.<br>Implementation<br>Hyland traditionally uses a standard waterfall project methodology for our<br>implementations. The project methodology is a framework for working with customers<br>to provide a flexible, customized delivery, focused on fulfilling each customer's unique<br>needs and delivering exceptional satisfaction regardless of the scope of deployment.<br>Use of the methodology provides a repeatable, consistent approach and common<br>language for the project team to utilize and adapt to each project. It includes best<br>practices, process guides, templates and tools that have evolved and been refined<br>overtime, leveraging the experience gained from decades and thousands of past<br>projects in a variety of industries and technical disciplines. This framework enables<br>our team members to maintain our commitment to be flexible, yet maintain a level of<br>superior quality and efficiency. It supports our mentoring and collaborative approach,<br>which builds customer confidence and increases their self-sufficiency for future projects<br>and growth. This collaborative partnership is established from the project onset and<br>carried throughout the delivery and completion of the solution.<br>The project methodology defines the following:<br>Project definition (scope)<br>Standard phases of an implementation<br>Members of a project roles, responsibilities, and tasks<br>How projects will be managed, including project management control processes<br>The standard phases, which are also milestones, include:<br>Initiation<br>Discovery<br>Implementation (Installation, Design, Configuration, and Development)<br>Training and Testing<br>Go Live<br>Each customer's situation is evaluated individually, and a customized project plan is<br>developed with you to best meet your needs and goals. The final timeline depends<br>on a number of variables including the availability of customer resources and the<br>timely completion of project deliverables agreed to by the customer.             |

We include an implementation overview within the HYLAND\_Marketing Plan or Samples zip file, and will be pleased to provide more detailed information if/as required to aid evaluation.

#### Integration

Hyland understands this question to refer to provision of integration services; we provide more detailed information on the integration and connectivity capabilities of our product suite in our response to Q77.

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. 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. TSIA honored Hyland.com/hyland-presented-star-award-for-technology-services-excellence/.

Our intent is to empower our customers because it's the right thing to do. To that end, in our experience, end users want a services relationship built on partnership, not dependency. Our experts lead them in successful projects, which builds confidence and increases their self-sufficiency for future projects and growth. Our services are designed to be highly collaborative. We also share information including documentation detailing the project, the personnel involved and often recommendations for next steps.

Use of installation partners

Hyland has grown its services capability to meet the demand of both its direct business, and that of its globally distributed partner network. Most often, Hyland contributes domain/vertical solutions in combination with the local presence and core content services competence of its value added partners to ensure efficient, successful implementations of the Hyland product.

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.

| 81 Identify any mobile applications available<br>for your offered solutions, if applicable. | <ul> <li>Since Hyland's beginning in 1991, we have continually evolved our architecture to use the current standards and take advantage of the best available technologies. We understand that mobile technology will play a critical role in the years ahead, and stand ready to help our customers embrace the associated opportunities and benefits. With Hyland software, mobile workers are no longer an obstacle to your ongoing business processes; instead they are facilitators. And for them, work becomes that much easier — meeting their expectations for mobility while minimizing the stress and inefficiencies of working outside the office. Our products therefore encompass the following mobile capture capabilities:</li> <li>Image capture e.g. taking photos of the environment as evidence for files and cases.</li> <li>Document capture e.g. using a phone or tablet as a scanner for capturing completed documents.</li> <li>Information capture e.g. filling up digital forms through mobile devices and electronically capturing signatures.</li> <li>As an example of our commitment to mobile technology, we summarize related OnBase capabilities below: we will be pleased to provide more detailed information on additional mobile offerings across our product suite.</li> <li>The OnBase Mobile Application</li> <li>Hyland wrote native applications for iOS, Android, and Windows Mobile to allow the full functionality the individual device and mobile operating systems are capable of. At</li> </ul> |  |
|---|--|--|
|   | <ul> <li>full functionality the individual device and mobile operating systems are capable of. At the same time, OnBase behaves just like the particular mobile device—allow dragging, pinching, gesturing, and multi-finger differences.</li> <li>Directly from their mobile device, users can: <ul> <li>Quickly search for documents and easily navigate to all related content;</li> <li>administrator-defined permissions are automatically applied on a user's mobile device, controlling access to information as well as the forms and documents employees can capture and modify.</li> <li>View information from other business applications through direct integrations with OnBase – even those systems without native mobile apps</li> <li>Add notes and annotations to documents within OnBase</li> <li>Complete tasks and approvals as part of a workflow, and route content to others</li> <li>Trigger processes by completing forms or capturing key content, including signatures, while in the field</li> </ul> </li> </ul>   |  |

## 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:

. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT 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 () document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one () 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."

- Financial Strength and Stability H AND Company Overview.pdf Thursday September 03, 2020 08:59:32
- Marketing Plan/Samples H AND Marketing Plan or Samples.zip Thursday September 03, 2020 0:02:58
- M8E/M8E/S8E or Related Certificates (optional)
- arranty Information (optional)
- Pricing H AND Price ist.xlsx Thursday September 03, 2020 09: 0:05
- Additional Document H AND Additional Documents.zip Thursday September 03, 2020 09:09:02

### **Proposer's Affidavit**

### 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.
- 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:
  - a. 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: <u>https://www.treasury.gov/ofac/downloads/sdnlist.pdf;</u>
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <a href="https://www.sam.gov/portal/3">https://www.sam.gov/portal/3</a>; or
  - c. 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. - Noreen Kilbane, Chief Administrative 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 contractual obligations contemplated in the bid.

#### 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<br>below addendum and<br>attachments (if<br>applicable) | Pages |
|---|---|-------|
| Addendum_7_Public_Sector_Admin_Software_RFP_090320<br>Thu August 20 2020 03:52 PM |   | 4     |
| Addendum_6_Public_Sector_Admin_Software_RFP_090320<br>Mon August 17 2020 07:56 AM |   | 2     |
| Addendum_5_Public_Sector_Admin_Software_RFP_090320<br>Mon August 10 2020 02:35 PM | ₩.  | 1     |
| Addendum_4_Public_Sector_Admin_Software_RFP_090320<br>Thu August 6 2020 10:34 AM  | M   | 2     |
| Addendum_3_Public_Sector_Admin_Software_RFP_090320<br>Thu July 30 2020 03:38 PM   | M   | 3     |
| Addendum_2_Public_Sector_Admin_Software_RFP_090320<br>Thu July 23 2020 12:34 PM   | M   | 1     |
| Addendum_1_Public_Sector_Admin_Software_RFP_090320<br>Fri July 17 2020 09:18 AM   | ₩.  | 1     |