

# Softdocs – Region 14 Education Service Center for Documents and Record Management



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## **TAB 1**

### **MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS**

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#### **Customer Support**

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

#### **Disclosures**

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

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

#### **Renewal of Contract**

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

#### **Funding Out Clause**

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

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

#### **Shipments (if applicable)**

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

#### **Tax Exempt Status**

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

**Payments**

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

**Adding Authorized Distributors/Dealers**

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

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

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

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

**Pricing**

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

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

**Warranty**

Proposal should address the following warranty information:

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

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

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

**Safety**

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

**Permits**

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

**Indemnity**

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

**Franchise Tax**

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

**Supplemental Agreements**

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

**Certificates of Insurance**

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

**Legal Obligations**

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

**Protest**

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

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

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

### **Force Majeure**

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

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

### **Prevailing Wage**

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

### **Termination**

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

### **Open Records Policy**

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

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

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

## **PROCESS**

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

### **Contract Administration**

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

### **Contract Term**

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

### **Contract Waiver**

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

### **Price Increases**

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

### **Products and Services Additions**

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

### **Competitive Range**

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.



**Deviations and Exceptions**

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

**Estimated Quantities**

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$25 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

**Evaluation**

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

**Formation of Contract**

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

**NCPA Administrative Agreement**

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

**Clarifications/Discussions**

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

**Multiple Awards**

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

**Past Performance**

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

## **EVALUATION CRITERIA**

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### **Pricing (40 points)**

#### **Electronic Price Lists**

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

### **Ability to Provide and Perform the Required Services for the Contract (25 points)**

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

### **References and Experience (20 points)**

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

### **Value Added Products/Services Description, (8 points)**

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

### **Technology for Supporting the Program (7 points)**

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

## SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Softdocs SC, LLC

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Company Name

807 Bluff Rd

---

Address

Columbia

---

City

SC

---

State

29201

---

Zip

888-457-8879

---

Telephone Number

803-695-6911

---

Fax Number

rfp@softdocs.com

---

Email Address

Katie Olivier

---

Printed Name

RFP Manager

---

Position

*Katie Olivier*

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Authorized Signature

## **TAB 2**

### **NCPA ADMINISTRATION AGREEMENT**

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This Administration Agreement is made as of December 8, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Softdocs SC, LLC ("Vendor").

#### **Recitals**

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2022, referenced as Contract Number 01-163, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Document and Records Management;

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

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

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

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

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

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

#### **General Terms and Conditions**

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

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

### **Term of Agreement**

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

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

### **Fees and Reporting**

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

<b>Entity Name</b>	<b>Zip Code</b>	<b>State</b>	<b>PO or Job #</b>	<b>Sale Amount</b>

**Total** \_\_\_\_\_

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

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

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

## ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance  
Organization

Softdocs SC, LLC  
Vendor Name

Matthew Mackel  
Name

Katie Olivier  
Name

Director, Business Development  
Title

RFP Manager  
Title

PO Box 701273  
Address

807 Bluff Rd, Columbia, SC 29201  
Address

Houston, TX 77270  
Address

Address

  
Signature

Katie Olivier  
Signature

December 8, 2022  
Date

11/14/2022  
Date



## **Softdocs Exceptions to General Terms & Conditions (Tab 1) and NCPA Administration Agreement (Tab 2)**

Below are general exceptions to the T&Cs and Administration Agreement identified within Tabs 1 & 2. Softdocs presents these exceptions for the review committee's consideration and promises to negotiate in good faith on these and other terms should Softdocs be identified as a finalist in this RFP. We welcome a conversation about this or any other of our responses within this RFP response.

### Exceptions to Tab 1 Master Agreement – General Terms & Conditions:

- Indemnity
  - o We request this be modified to be mutual between Softdocs and the participating party.
- Supplemental Agreement
  - o We are interpreting this section to also include any supplemental master service agreements (MSAs) of a vendor's own terms and conditions. Should that not be the case, we request this be modified to include additional master service agreements, where applicable, so that it does not conflict or supersede with this agreement. We can provide a sample MSA for the committee's review upon request.
- Termination
  - o We cannot agree to termination for convenience at 30 days or any other period. Our standard MSA includes terms for termination due to cause with accompanying breach remediation and notice definition terms.
- Products and Services Additions
  - o We request this be amended to be applicable to "products and/or services are within the scope of this RFP directly or providing related integrations and/or enhancements to the functionality within". Additionally, we request that this also include any solutions that are resold directly by Softdocs.

### Exceptions to Tab 2 NCPA Administration Agreement

- Term of Agreement
- We request this be modified so that the agreement also remains in effect while there is an active order/order form in affect under this agreement (i.e., if a client makes a multi-year subscription purchase under this agreement, the agreement would remain in effect until that subscription expires).

## TAB 3

### VENDOR QUESTIONNAIRE

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

#### Locations Covered

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

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

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

<input checked="" type="checkbox"/> <b>All Canada Provinces and Territories</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

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

☒ Yes
 ☐ Maybe
 ☐ No

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

☒ Yes
 ☐ Maybe
 ☐ No

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

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

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

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

### Small Business, MWBE and HUB Growth

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

☐ N/A, we are a recognized small, MWEB or HUB organization  
☐ No, we do not have any programs in place.  
☒ Yes, we have programs in place.

**Softdocs Response:**

Softdocs, whenever possible, engages with small businesses, minority/women-owned business enterprises, and historically underutilized businesses for partnerships and collaboration in our projects. Examples of involvement include, but are not limited to:

- Referring business opportunities identified by current/prospective customers to MWBE/HUB organizations
- Providing supplemental implementation services
- Inclusion, co-selling, and reselling of complementary software provided and/or implemented by MWBE/HUB organizations
- Providing ongoing support and maintenance services

Softdocs proudly maintains active, contractual (and non-contractual) relationships with MWBE/HUB organizations and involves them whenever commercially possible.

**Residency**

Responding Company's principal place of business is in the city of Columbia,  
State of South Carolina.

**Felony Conviction Notice**

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

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

**Distribution Channel**

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

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

**Processing Contact Information**

Contact Person	<u>Dawn Woodrow</u>
Title	<u>Revenue Accountant</u>
Company	<u>Softdocs SC, LLC</u>
Address	<u>807 Bluff Rd</u>
City/State/Zip	<u>Columbia, SC 29201</u>
Phone	<u>888-457-8879 x108</u>
Email	<u>DWoodrow@softdocs.com</u>

**Pricing Information**

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

- ☒ **Yes**      ☐ **No**

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

☒ **Yes**      ☐ No

## TAB 4

### VENDOR PROFILE

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Please provide the following information about your company:

- Company's official registered name.

**Softdocs Response:**

Softdocs SC, LLC

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- Brief history of your company, including the year it was established.

**Softdocs Response:**

Softdocs was founded in 1998 and maintains company headquarters in Columbia, South Carolina with offices and team members all over the United States. We develop and continuously improve our SaaS software, providing content management, electronic forms, workflow automation and print customization solutions. Softdocs' platform, and complementary solutions, empower our customers to work more efficiently, communicate more effectively and collaborate more freely. As a SOC 1 Type I and II compliant vendor, Softdocs is a trusted partner of over 700 organizations.

Softdocs is focused on providing process automation and content management to enable organizations to modernize operations and drive organizational success. We have helped hundreds of clients seamlessly integrate our platform with their core operating systems across departments providing secure and compliant forms, workflows, electronic signatures, and content storage to build a connected organization and easily do more with less.

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- Company's Dun & Bradstreet (D&B) number.

**Softdocs Response:**

096026481

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- Company's organizational chart of those individuals that would be involved in the contract.

**Softdocs Response:**

In addition to the team members listed below, a project manager will be assigned to this project for the entirety of implementation if Softdocs is the selected vendor of this RFP.

Robert Gunning – Manager of Professional Services

Robert began his professional career at Softdocs 17 years ago. Before moving into his current role, he was supporting all of our Client Services team members as a Solutions Architect, where he created and implemented standard methodologies for new implementations and ongoing support of client success using Etrieve. Robert has consulted over 250 clients on their implementation of Etrieve and the best way to integrate our software solutions with clients' existing campus-wide systems. As the leader of the Professional Services team, he now supports others in executing his

same level of knowledge and expertise to drive successful client outcomes with Etrieve.

Robert received his bachelor's degree in Computer Information Systems from the University of South Carolina while he worked part-time as Webmaster for SC DHEC.

#### Benji Whitney – Senior Director, Professional Services

Benji leads Softdocs' professional services team. In this role, he oversees team efforts to deliver a best-in-class services experience while ensuring they get maximum value out of their Etrieve solution(s).

Benji has his bachelor's degree in Management Information Systems from the University of Oklahoma. He has over 20 years of IT experience in several areas including consulting and research & development. His diverse career has included stints at small companies and larger organizations, such as IBM and H&R Block, and includes over ten years of ECM focus.

#### Billy Smith – Director of Client Success

Starting his professional career at Softdocs ten years ago, Billy has helped hundreds of customers to successful implementations and contributed to the Softdocs team in numerous roles. While working with Softdocs, Billy also served as an elected board official for a South Carolina County Government for a 4-year term, 2 years as its peer-appointed Chairman. Billy is passionate about public service and helping service organizations gain efficiency and better serve their customers using innovative technology.

#### Steve Johnston – SVP, Client and Product

Steve leads Softdocs' professional services, support, cloud and operations teams. In this role, he optimizes Softdocs' efforts to provide valuable, cost-effective services that lead to predictable results in implementation. Steve is responsible for ensuring that Softdocs' support team provides highly responsive and efficient world class support, while cloud and operations teams provide best-in-breed offerings that secure customer data and accelerate client success with Softdocs.

Steve has his bachelor's degree in business and computer information systems from Emporia State University. He has more than 15 years of experience leading a variety of services, support, cloud and client success teams for technology companies.

#### Abe Gruber – Vice President, Strategic Growth and Operations

As the vice president of strategic growth and operations, Abe provides leadership for Softdocs' marketing, revenue operations, and IT teams. Abe is passionate about education and the latest in technology, specifically about how the two intersect in a game-changing way for campuses and their missions.

Abe has nearly 20 years of experience in education, both on campus and in education technology. He joins Softdocs after six years with Liaison International via their acquisition of TargetX. At Liaison, Abe achieved record growth within new business for US and international clients while leading sales operations and serving as the chief technical architect for the sales and client success teams.

Bachelor of Science in Business Administration degree majoring in Computer Information Systems from Hawai'i Pacific University. Master of Business Administration from Hawai'i Pacific University.

#### Adam Park – Chief Executive Officer

Adam joins Softdocs from Liaison International, one of the largest education technology companies that provides enrollment and admissions solutions to thousands of universities. At Liaison, Adam helped define and structure their Go To Market functions, including the integration of sales teams across the different Liaison businesses and the implementation of sales and sales management processes across the company. Adam came to Liaison through their acquisition of TargetX,



where Adam was the Chief Revenue Officer.

In all, Adam has over 20 years of leadership experience at education companies, with experience across multiple functions including sales, services, and operations. One of his proudest professional achievements was helping to launch Beyond 12, a national nonprofit organization that helps thousands of underserved students succeed in college. Today, Beyond 12 is recognized as one of the highest performing social impact organizations in the country.

Adam has a bachelor's degree in mass communications from the University of California, Berkeley and a master's degree in management from the Stanford University Graduate School of Business.

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- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.

**Softdocs Response:**

Softdocs Headquarters  
807 Bluff Rd  
Columbia, SC 29201

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- List the names of key contacts at each with title, address, phone and e-mail address.

**Softdocs Response:**

<b>Lanie Hudson – Account Executive</b>	<b>Abe Gruber – VP, Strategic Growth and Operations</b>
807 Bluff Rd Columbia, SC 29201 (888) 457-8879 LHudson@softdocs.com	807 Bluff Rd Columbia, SC 29201 (888) 457-8879 AGruber@softdocs.com

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- Define your standard terms of payment.

**Softdocs Response:**

Softdocs sells services direct. Our standard terms of payment are net 30 days.

---

- Who is your competition in the marketplace?

**Softdocs Response:**

Softdocs is the #1 provider of education-focused document management, electronic forms, workflow, and electronic signatures with a 99% client retention rate. We have successfully migrated clients from Laserfiche, ImageNow, Noli, Banner Document Management/Xtender, Adobe Sign, and DocuSign.

- What differentiates your company from competitors?

#### Softdocs Response:

## The Softdocs Advantage

	Others	Softdocs
100% Education-Focused Company & Product Design	x	✓
99% Client Retention Rate	x	✓
Fully Integrated Platform of Document Management, Electronic Forms, Workflow, and eSignatures	x	✓
Unlimited eSignatures with No Per-Envelope Costs	x	✓
One-Time Implementation Fee; No Hourly Charges	x	✓
Unlimited eSignatures with No Per-Envelope Costs	x	✓
100% Cloud-Hosted & 99.9% Uptime	x	✓
Automatic Upgrades with Zero Downtime	x	✓
Manual Upgrades Requiring Scheduled Downtime	✓	x

In addition to the above, Softdocs' Professional Services and Support teams are specifically trained on Higher Ed and K-12, where others are focused more heavily in the Financial and Healthcare markets. Softdocs surrounds our customers with a layer of supporting resources to maintain continued client success and is committed to providing a superior client onboarding experience that builds a solid foundation for adoption of our products across their institution. We will deliver an experience for each client that helps them achieve exactly the outcomes they desire from using our products and services.

---

- Describe how your company will market this contract if awarded.

**Softdocs Response:**

If awarded, Softdocs will generate a company press release announcement to our prospects and clients, describing the partnership and generating momentum for other organizations to purchase the Softdocs platform. Softdocs will also promote the partnership with social media promotion and within general Softdocs collateral.

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- Describe how you intend to introduce NCPA to your company.

**Softdocs Response:**

If awarded, Softdocs would introduce the overview of the program to the entire company. In addition, Softdocs would ensure that the team would be trained on usage of the contract.

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- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

**Softdocs Response:**

Softdocs' suite of solutions can be ordered directly through our sales and client success teams.

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- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

**Softdocs Response:**

Softdocs surrounds our customers with a layer of supporting resources for continued successful expansion. Customer Support includes live access to our US based team, self-service articles, and a community portal. There, customers can find access to product documentation and updates, as well as ability to interact with our technical product team along with other Etrieve users.

Softdocs Hours of Operation are Monday – Thursday, 8:00AM to 8:00PM EST, Friday 8:00AM to 6:00PM EST

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- Green Initiatives (if applicable)
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

**Softdocs Response:**

N/A

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- Anti-Discrimination Policy (if applicable)
  - Describe your organizations' anti-discrimination policy.

**Softdocs Response:**

## DIVERSITY

### Equal Employment Opportunity Statement

Softdocs provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, or status as a covered veteran in accordance with applicable federal, state and local laws. Softdocs complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training. Softdocs does not discriminate on the basis of pregnancy, childbirth, or related medical conditions, including, but not limited to, lactation.

Any employee who believes that they have been discriminated against in violation of this policy should report the matter to Human Resources, or to their immediate supervisors. Supervisors and managers who receive reports of discrimination should coordinate with Human Resources.

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

**Softdocs Response:**

N/A

## **TAB 5**

### **PRODUCTS AND SERVICES**

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Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

#### **Warranty**

Proposal should address the following warranty information:

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

#### **Products**

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

#### **Construction**

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

#### **Softdocs Response:**

Softdocs is a SaaS provider and does not require purchase of physical equipment.

---

#### **Softdocs Response:**

The following is a list of categories that Softdocs can provide:

##### **1. Categories**

- Enterprise Content Management
- Workflow
- Document Imaging
- Document Management
- Web-Form Software
- Document Process Automation

**2. Products and Services.** The Contractor should offer the following services and products.

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

**2.2 Tasks.** Contractor shall perform the following tasks:

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

**Softdocs Response:**

Softdocs is responsible for the planning, discovery, solution design, solution installation, configuration and testing assistance, training, general consulting and post-implementation support on all solutions as outlined in the statement of work. Specific schedules and project plans will be developed for each customer uniquely.

**Project Plan** – During the Planning phase, a Project Plan will be developed for scheduling purposes. The Softdocs and customer team will work together to plan all phases of the project. Ownership of tasks will also be assigned as agreed upon by both teams for configuration and training in the later phases.

**Discovery Documentation** – Fact Checkers and a Configuration Workbook will be created to document all configuration and customization necessary for the business processes identified during Discovery. These documents will be delivered after Discovery and must be approved and signed off by the customer. Any modifications made to the design following sign-off will be considered a scope change.

**Periodic Status Calls/Reports** – Throughout the project periodic Status Reports will be sent to the customer by the Softdocs Project Manager communicating the project timeline, budget variance, accomplishments and notable risks or issues.

**End User Training/Go-Live** – Softdocs will work with the customer through-out the implementation

to plan End- User Training dates. Softdocs will work with the customer to jointly deliver a system that is ready to use by the above-scoped departments as outlined in the Discovery Documentation approved by the customer. Timing of the actual go-live is the customer's responsibility and can be impacted by a variety of factors. If the End User Training is delayed by the customer, the project may require additional time to secure resources.

With over twenty years of experience providing enterprise content management solutions to the education marketplace, Softdocs has developed a tried-and-true implementation and training methodology. From department focused Discovery through end-user training, Softdocs resources work hard to ensure our solutions fit your needs – versus your needs having to fit our solutions.

Our core implementation strategy is broken down into three core phases:

- 1) Discovery
- 2) Installation and Configuration
- 3) Training

In Discovery, Softdocs provides an experienced implementation consultant to meet with each department or business area. During these meetings, which typically last 1-2 days per department, the Softdocs consultant works to learn how each department works. From business processes to document types to specific employee needs, all information is documented and turned into a Discovery Findings Document.

This Discovery Findings Document, once approved, then leads to the completion of an Implementation Guide. This guide lays out core system parameters, workflows and accompanying business processes, ultimately leading to a successful implementation of Etrieve.

Once the Implementation Guide is agreed to by all parties, system configuration begins. In this phase, Etrieve is installed and configured based upon gathered requirements.

After configuration is complete, Softdocs begins the training process. We typically start with Administrator Training, where a Softdocs trainer trains global (IT) and departmental administrators on the use and management of Etrieve.

Once Administrator Training is complete, we move towards End-User Training. Conducted at a departmental level, Softdocs trainer(s) spend time with each department or business area, training on system use at both a group/classroom and individual workstation level. All training is customized based upon Discovery findings and the custom Implementation Guide, ensuring users clearly understand how Etrieve works and relates to their daily tasks.

---

### **2.3 System Capability.** Contractors' system should:

- A.** Be Compatible with all modern web browsers (Edge, Firefox, Chrome, Safari, etc.)

#### **Softdocs Response:**

Etrieve is a fully-browser based, responsive, mobile-ready HTML5 based application. Being browser based, Etrieve does not require a desktop client. Browser support includes Edge, , Chrome, Firefox and Safari.

- 
- B.** Utilize a mobile-friendly, responsive design that is compatible on iOS and Android Mobile devices

**Softdocs Response:**

Etrieve is 100% browser based and supports both MacOS and Windows, as well as iOS and Android on the mobile platform.

---

- C. Allow Participating Agency System Administrator to configure role-based permissions and individual user permissions.

**Softdocs Response:**

Etrieve Security upholds a Centralized Access Control Policy that does incorporate role-based access. In addition, Etrieve Security can integrate with most local or cloud-based single-sign-on identity management providers. Additional information on users, roles and groups is provided below.

Users

Users describe the people and services that use Etrieve. Each user can be a member of one or more groups and roles which should describe the access rights necessary for the user to work within the product.

Roles

Roles describe specific responsibilities and the permissions necessary to fulfill them. A single role can have permissions in multiple applications and gives you the ability to attach a friendly name to the nuts and bolts underneath, which are useful for job functions that multiple groups of employees share. For instance, any employee who travels might need to file certain forms or access certain documents in addition to their other job responsibilities. Being a traveling employee would be a responsibility and could be described as a "Traveling Employee" role with the necessary access rights. From then on, if a new permission in any application became necessary for traveling employees, such as a new form to be filed, it could be added to that role in one step and would apply to all traveling employees.

Groups

While users can have roles assigned directly to them, it's best to put users in a group based upon what they do at your institution. A group allows you to define a set of roles and a set of users who perform them, and while they can be arranged any way that makes sense to your institution, they often work best when they represent positions or job titles. This helps keep your authorization policy easy to understand and makes it clear how a new user should be added to the system based on the role they play within your institution. A group eliminates the "make this user just like that one" headache that's so common when onboarding new employees. Both users, groups and roles factor into what areas a user is able to access, and what they can do to that document once opened.

---

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

**Softdocs Response:**

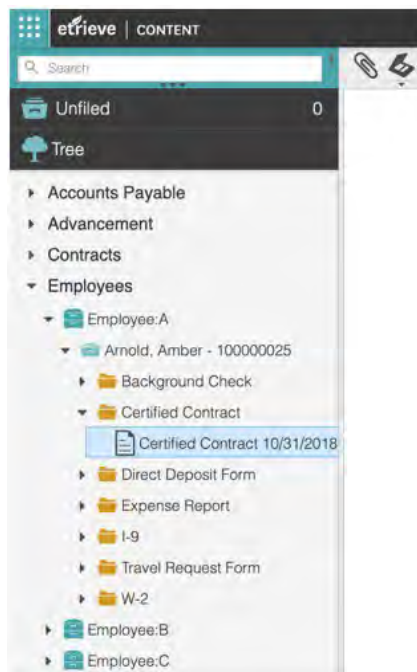
Etrieve supports the ability to OCR documents in order to take advantage of full text search.



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

**Softdocs Response:**

Etrieve provides a robust folder structure model that can be customized to display the data that is most important to you. We take the approach of replicating a paper filing cabinet. As seen in the screenshot below, we have a filing cabinet, drawers and folders which represent document types. You can nest as many folders as you'd like within the folder tree.



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

**Softdocs Response:**

Etrieve supports the ability to OCR documents in order to take advantage of full text search.

---

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

**Softdocs Response:**

Etrieve is cloud deployed within Microsoft Azure, with Microsoft and Softdocs data handling processes adhering to SOC2, FERPA, GDPR and GLBA operational standards. More information on Microsoft Azure's security can be found at <https://www.microsoft.com/en-us/trust-center/product-overview>

---

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

**Softdocs Response:**

We leverage Microsoft Azure for customers. Azure is a robust cloud platform, giving us the ability to offer features such as load balancing and seasonal demand scaling, high availability, geo-redundancy, full-time database encryption, and continuous backup. Azure is a leader in CSP Cloud Service Provider compliance, meeting and exceeding the needs of educational institutions. Azure meets a broad set of international and industry-specific compliance standards, such as ISO 27001, HIPAA, FedRAMP, SOC 1 and SOC 2, and FERPA. Lastly, Azure asserts, with ISO/IEC 27018 , that customers own their data, so you can be assured that your data is yours and it will not be used for data mining or advertising.

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

**Softdocs Response:**

Etrieve Content can natively display PDF, TIFF, BMP, JPG and .TXT files, Microsoft Office files as well as 30+ other file formats.

- J. Be easy to navigate, user-friendly user interface.

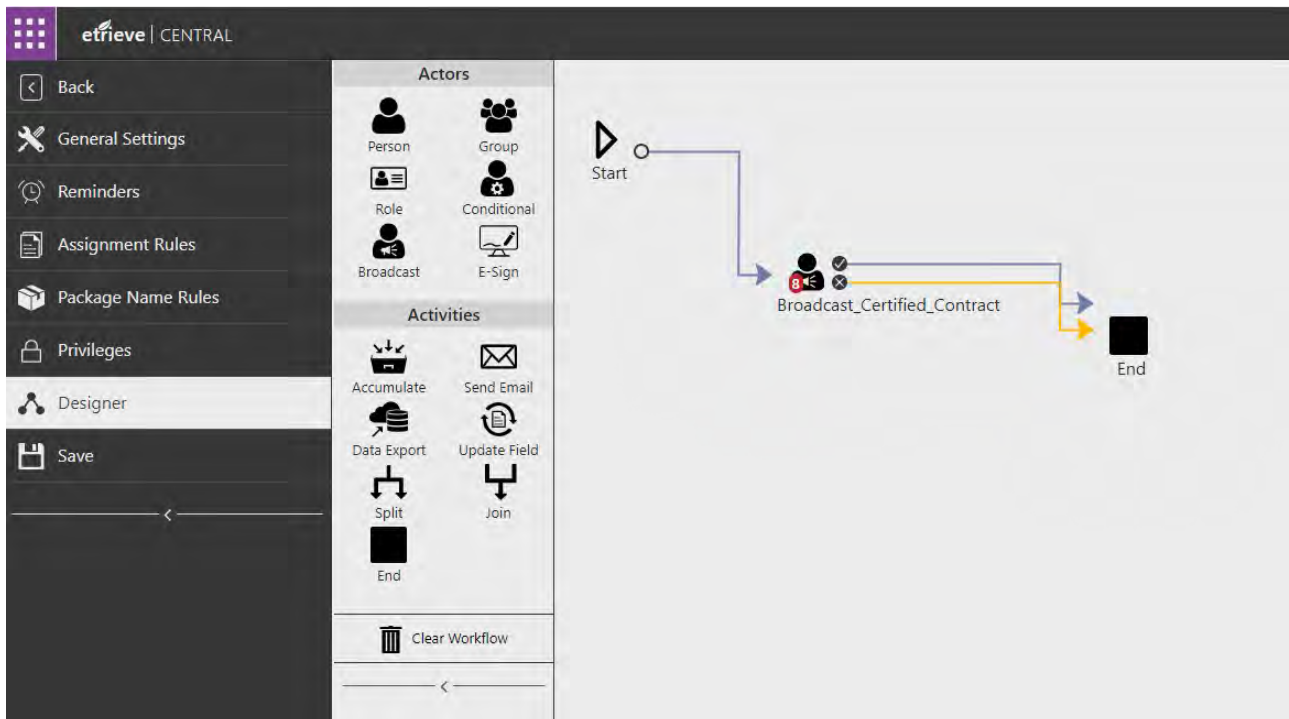
**Softdocs Response:**

Etrieve was designed in such a way that end-users and customer administrators are able to perform all core administration and configuration tasks within the solution. Our goal with Etrieve was to build a UI around this configuration and not require custom coding or scripting as present in many other solutions.

The screenshot displays the Etrieve Content interface. On the left is a sidebar with a file tree showing folders like 'Advancement', 'Business', 'Employee', 'Finance - AP', 'Finance - Other Documents', 'Finance - Vendor Docs', 'Residents', and 'Student'. The 'Student' folder is expanded, showing 'Students:A' and a sub-folder 'Adams, Ashley - 003456'. The main area shows a document titled 'The ACT Student Report' for 'Ashley Adams' at 'Etrevie Central High School'. The report includes a 'Composite Score' of 21, 'U.S. Rank 56%', and 'State Rank 58%'. It lists 'Test Results' for English, Mathematics, Reading, Science, Writing, and ELA/STEM. The right-hand panel contains 'Key Fields' with 'Document Type' set to 'ACT Scores', 'Student' as 'Adams, Ashley - 003456', 'Date' as '05/31/2022', and 'School Year' as '2022-2023'. There are also 'Links' and 'History' sections at the bottom right.

Example of our Etrieve Content page which automates the storage, organization, and archival of documents.

Etrieve has a robust workflow engine available native within the platform. Users are able to design, build and manage workflows through an intuitive, browser-based graphical workflow designer. Workflows can be sequential or parallel in nature, and Etrieve supports conditional logic based at both the user and group level. Users are notified –and reminded – to provide approval on forms and other content work-flowed to them. All approvals and interactions take place in our responsive, browser-based solution which functions across platforms, browsers and device types.





Examples of broadcast workflow automation structure. Once the contract template is ready for distribution, our workflow automation platform will distribute the contracts to each recipient for completion.

---

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

#### Softdocs Response:

When developing Etrieve, Softdocs recognized that while Outlook is the dominant email client on the market today, many educational users are beginning to look at other options, especially cloud or browser-based email clients such as those offered by Google and Office365. As a result, we felt that email capture should be developed in a way that universally supported both locally installed and cloud-based email solutions. The end result is a solution called Etrieve Email Capture. This add-on allows for emails to be forwarded to monitored mailboxes where emails - and their attachments - are automatically captured and filed within the Softdocs Etrieve ECM solution.

---

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

#### Softdocs Response:

Scanned documents can be dragged and dropped to the appropriate student, vendor or employee's electronic folder within Etrieve - or even the specific document type subfolder therein - eliminating the need for manual keypunching, as indexing information is automatically applied from the containing folder.

---

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

**Softdocs Response:**

The ability to create or modify form templates is controlled by group or role-based security within Etrieve.

---

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

**Softdocs Response:**

Etrieve Content can store audio and video files but does not have the ability to play, stop or pause the file. The plug-in or application associated with that file would need to be utilized in order to perform the actions listed above.

---

- O. Identify duplicate documents within a folder

**Softdocs Response:**

Changes made to online forms can be tracked by controlling the naming convention of the form, such as Name Change V1, V2, etc. Or, a version number can be applied as text on the bottom of the form that shows the current version and the date it was last modified.

---

**2.5 Customer Facing Interface.** The Customer Facing Interface should address the following requirements:

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

**Softdocs Response:**

The filing tree within Etrieve allows the user to view how many documents are within a folder in real time.

---

- B. Enable the downloading and printing of documents,

**Softdocs Response:**

Etrieve does not restrict the ability to print a document as long as the user has the ability to view the document within the system. Restrictions should be placed at the PC level if a user is not allowed to print. Etrieve supports printing documents from the viewer.

---

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

**Softdocs Response:**

Etrieve provides the ability to annotate directly on the document by leveraging stamps, sticky notes, highlighters, freehand, and rectangles. Etrieve does not currently support the ability to intelligently redact sensitive data. This would need to be manually performed by an end user. Today, users typically support this use case by managing access to sensitive documents through security rights and privileges.

---

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

**Softdocs Response:**

Within Etrieve, documents and other content can be downloaded/exported and links can be sent via email.

---

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

**Softdocs Response:**

Etrieve does not currently support the selection of different languages.

---

**F.** ADA Compliant Interface,

**Softdocs Response:**

Etrieve Content, Etrieve Flow, and Etrieve Security are designed to be ADA compliant. We draw on the guidelines outlined in the W3C's Web Content Accessibility Guidelines (WCAG) and Web Accessibility Initiative to ensure that we build an accessible user interface. For example, we ensure that labels are associated with form fields with the use of the attribute. To test this, we rely on developers and the tooling built into their development environment. Softdocs stands ready to demonstrate compliance within our on-site or remote demonstration using an industry-standard screen reader tool.

---

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

**Softdocs Response:**

The initiation of a form can be started by sending users a link to a form via email, by

clicking on a URL from a website, or by logging into Etrieve and searching for the name of the form.

---

**2.6 Reporting and Management.** The Electronic Document Management System should meet the following requirements:

- A.** System generates reports of number of documents accessed, imported, uploaded, edited and deleted. Results can be refined by user.
- B.** System collects information on when documents are accessed/ viewed/ modified and downloaded.
- C.** System can generate reports on total size of all data stored in the system and, depending on whether system is cloud-based, where data is being stored.

**Softdocs Response:**

Etrieve Reports provides visibility into documents within the repository as well as security and workflow metrics. An administrator can perform an ad-hoc audit on activities through our responsive, browser-based administration area. Etrieve Reports can also be leveraged to present additional views of user or system-wide actions. All actions within Etrieve are logged. Our audit trail functionality was designed with FERPA requirements in mind, ensuring that all necessary auditable steps are logged. This includes date/time accessed, last modified by and the updating of metadata values. Audit logs are available at both the individual document and system-wide level.

---

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

**Softdocs Response:**

Typically, the customer-side of the implementation has responsibilities delegated and managed by IT leadership. As such, we do not have any set or required tasks, but can draw upon our experiences implementing 700+ customers to help describe general needs.

With every implementation, there are essentially four key roles. These roles can be filled either by an individual, or a team of individuals.

Role 1: Project Manager/Project Lead: While in the majority of our implementations this position is held by someone in IT leadership CIO or their delegate, it is sometimes also held by a departmental/area director or VP for example VP of Student Services. The overall goal is for this person to have a "top level" or "big picture" understanding of what needs to be accomplished within the project and ensure all other team members perform their tasks.

Role 2: IT/Technical Lead: While in some cases this may be the same individual as Role 1, typically this role is filled by an IT Application Analyst. This individual is responsible for ensuring the applications have a place to go a virtual or physical server available, that appropriate



firewall/network provisions are in place and that other supporting applications such as Microsoft SQL Server are ready to go. This individual will also work closely with our installation team on the core software installation and configuration.

**Role 3: Departmental Users:** While there is typically a lead amongst the users as well, this role is generally comprised of many individuals. Their job is to ensure the processes and needs specific to their job tasks are covered within the implementation, and that during training they understand how to complete those tasks within the new solution going forwards.

**Role 4: Advanced Departmental Users/Forms & Workflow Designers:** This role sometimes blends into all of the others above, in that its primary responsibility is ensuring forms are built and workflows are configured based on the school's specific business process needs.

In general, the Softdocs project team will be interacting with all of these groups in varying ways. However, constant communication will be occurring between us and the overall project lead and the IT lead Roles 1 & 2 above. User-level interaction Roles 3 & 4 above will be heavier during on-site visits and training sessions.

General planning and expectation setting will take place with all groups in the initial project kickoff and also through the delivery of multiple project planning tools checklists, worksheets, overview documents, notes, etc. to ensure all parties understand what Softdocs needs from them for the overall project to be successful.

---

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

**Softdocs Response:**

All training is customized based upon Discovery findings and the custom Implementation Guide, ensuring users clearly understand how Etrieve works and relates to their daily tasks.

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**3. Deliverables.** Contractor should develop the following deliverables in the assessment of the Participating Agencies current system and proposed solution:

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

**B. Findings Report** with comprehensive findings resulting from the assessment/evaluations and onsite meeting completed.

**C. Key Stakeholder Meeting:** Conduct one on-site presentation of the gap analysis

findings identified from the assessment/ evaluations and onsite meetings to the Participating Agency's identified project team.

**D.** Suggested retention processes that are applicable across various record generating processes and systems.

**E.** Include costs and strategies for implementing such automated processes across different enterprise systems.

**F.** A reduction of impacts to existing and future document users and resources, including processes that access, use, generate, store or destroy documents (including minimizing new requirements, responsibilities and processes related to managing documents).

**G.** Recommendations on maximizing the availability and accessibility of documents for business and transparency purposes.

**H.** Recommendations on minimizing the long-term costs associated with managing documents of all forms, including costs associated with onsite and offsite document filing, storing and retrieving, as well as storing and backing up electronic documents.

**I.** Recommendations on minimizing Participating Agency's liability associated with retaining and destroying documents and comply with applicable regulations and laws.

**J.** Document destruction, transference and conversion guidelines.

**K.** Identify space (internal or external) and equipment necessary for filing records. Determine if offsite records storage can be reduced for cost reduction for the Participating Agency.

**L.** General guidance on executing strategies for successful adoption of new policies, processes and procedures.

**M.** Recommendations for change management, training and other ongoing program management activities such as self-auditing.

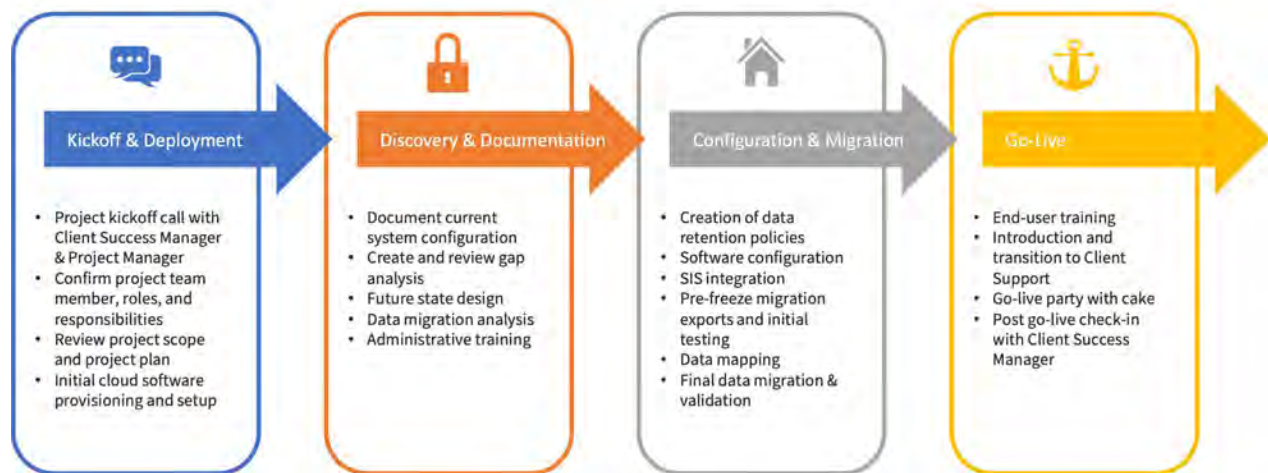
**N.** Additional recommendations as needed.

**O.** Work Plan/Schedule for recommendations and strategies (including milestones and phases)

## Softdocs Response:

Softdocs has a dedicated project management team that assigns a manager for the entire project. Each project that Softdocs receives gets its own detailed Statement of Work based on the needs of the customer. More detail on how Softdocs provides these services are farther up within this response.

## Implementation Process



Below is a high-level overview of our implementation processes and procedures.

- Softdocs will identify a project lead
- Softdocs will schedule a kick-off meeting to review and discuss scope of work, timelines and hardware requirements
- Softdocs will consult with your staff to ensure compatibility with Softdocs products
- Softdocs Business Analyst(s) will visit on-site to review business processes and collect information pertinent to the project and identify any red flags.
- Softdocs will create a Discovery Findings and Implementation plan.
- Softdocs technical engineers will work to configure software and security
- Softdocs will create a training plan
- Softdocs will train your staff at the departmental and end-user levels.

## **TAB 8**

### **VALUE ADDED PRODUCTS AND SERVICES**

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

#### **Softdocs Response:**

Softdocs offers a Managed Services Option to assist with the deployment of additional departments. We also assist with the building of additional forms and workflow. Softdocs offers an electronic forms solution, that includes the use of eSignatures, that is compatible with the document management repository we are offering. Below are some details further explaining.

#### Forms

Etrieve Forms allows for personnel, vendor or other general paper- based forms to be turned into electronic workflow processes. Etrieve Forms supports both HTML and fillable PDF based forms, meaning multiple options exist for form design and customization. Each form has a dynamic or static workflow assigned, with workflows designed and configured using the Etrieve Flow graphical workflow designer. Etrieve Forms allows for electronic signatures, as well as a detailed form history compliant with the E-SIGN Act and the UETA.

#### eSignatures

Etrieve supports the ability to electronically sign a document by drawing your signature, typing your name as a form of signing as well as using an embedded HTML5 signature pad. Etrieve Forms, and the approval processes within, meet the requirements of the Uniform Electronic Transaction Act, as well as the E-Sign Act – the two pieces of federal legislation governing electronic signatures within the US.

### Managed Services

#### Premier Services

An Add-on service that allows customers to outsource system administration tasks to Softdocs. It includes unlimited maintenance requests, such as:

- User, role, and profile management
- System configuration changes
- Form updates
- Workflow administration
- SSO updates
- As well as Turnkey Process Administration.

#### Premier+ Services

An Add-on service that includes everything within Premier Services plus:

- Dedicated Premier Service specialist
- Personalized consultation sessions
- Managed system expansions to additional departments
- New process design
- Custom form development
- Discounts to Softdocs annual conference and access to exclusive Premier+ events

## **TAB 9**

### **REQUIRED DOCUMENTS**

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

## FEDERAL FUNDS CERTIFICATIONS

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

### APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

#### **CERTIFICATION OF ACCESS TO RECORDS**

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

#### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

## **CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

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

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

## **CONTRACTOR REQUIREMENTS**

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### **Contractor Certification**

#### **Contractor's Employment Eligibility**

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

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

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

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

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

### **Fingerprint & Background Checks**

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

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

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

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

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

## REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

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### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

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

## **DISADVANTAGED BUSINESS PARTICIPATION**

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

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

## **ENERGY CONSERVATION REQUIREMENTS**

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

## **FEDERAL CHANGES**

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

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

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

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

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



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

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

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

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

## **FEDERAL REQUIRED SIGNATURES**

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

Offeror Softdocs SC, LLC

Address 807 Bluff Rd

City/State/Zip Columbia, SC 29201

Authorized Signature *Katie Olivier*

Date 11/15/2022

## ANTITRUST CERTIFICATION STATEMENTS

### TEXAS GOVERNMENT CODE § 2155.005

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Softdocs SC, LLC
Address	807 Bluff Rd
City/State/Zip	Columbia, SC 29201
Telephone Number	888-457-8879
Fax Number	803-695-6911
Email Address	rfp@softdocs.com
Printed Name	Katie Olivier
Title	RFP Manager
Authorized Signature	<i>Katie Olivier</i>

## STATE NOTICE ADDENDUM

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

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

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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