General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List

Compulink Management Center, Inc. dba, Laserfiche
3545 Long Beach Blvd. Long Beach, CA 90807
(562)988-1688
www.laserfiche.com

MULTIPLE AWARD SCHEDULE
OFFICE MANAGEMENT

Special Item Numbers
518210 ERM - Electronic Records Management Solution
 OLM - Order Level Materials

Contract Period: 7/10/2019 – 7/9/2024

Contract Number: 47QSMA19D08QE

Business Size: Other than Small Business On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is:
www.GSAAdvantage.gov
1b. Lowest priced model number and price for each SIN:

<table>
<thead>
<tr>
<th>SIN</th>
<th>Model</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>518210ERM</td>
<td>QC6P</td>
<td>$100</td>
</tr>
</tbody>
</table>

1c. Hourly Rates: N/A.

2. Maximum order: $1,000,000

3. Minimum order: $100

4. Geographic coverage (delivery area): V-48 States, DC

5. Point(s) of production (city, county, and State or foreign country): Long Beach, Los Angeles County, CA, USA.

6. Discount from list prices or statement of net price: Basic Discount is 3.10% - 26.48% off Rio Commercial Price List, effective May 1, 2019.

7. Quantity discounts: N/A.

8. Prompt payment terms: N/A.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin): None.

11a. Time of delivery: 30 days or as specified at the task order level.

11b. Expedited Delivery: Items available for expedited delivery are noted in this price list.

11c. Overnight and 2-day delivery: N/A. If needed, the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements: Agencies can contact Contractor’s representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. F.O.B. point(s): Destination.

13a. Ordering address(es): Laserfiche | 3545 Long Beach Blvd. Long Beach, CA, 90807
13b. **Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. **Payment address(es).** Same as contractor.

15. **Warranty provision.** Software is warranted solely to customer, the original licensee, for a period of three (3) months from the date the software is made available to the customer.

16. **Export packing charges, if applicable.** N/A.

17. **Terms and conditions of Government purchase card acceptance.** Up to the micro-purchase level.

18. **Terms and conditions of rental, maintenance, and repair.** N/A.

19. **Terms and conditions of installation.** N/A.

20. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices.** N/A.

20a. **Terms and conditions for any other services.** N/A.

21. **List of service and distribution points.** N/A.

22. **List of participating dealers.** N/A.

23. **Preventive maintenance.** N/A.

24a. **Special attributes such as environmental attributes** N/A

24b. **Section 508 Compliance for EIT:** N/A

25. **Data Universal Number System (DUNS) number.** 086512134

26. **Notification regarding registration in Central Contractor Registration (CCR) database.** Registration for System for Award Database (SAM) is valid until 6/18/2021.
1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

<table>
<thead>
<tr>
<th>Product</th>
<th>Code</th>
<th>Quantity</th>
<th>Product Description</th>
<th>GSA Price (per quantity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premium LSAP for Rio Named Full User</td>
<td>ENFP</td>
<td>184</td>
<td>Premium LSAP provides access to the latest product releases and updates as soon as they’re released, as well as preferred pricing when upgrading platforms. Premium LSAP Customers have access to direct chat support with Laserfiche Support Engineers, as well as faster support response times. Customers must have current LSAP to take advantage of volume discounts and renew LSAP without reinstatement fees. LSAP renewal is only valid when the entire system is renewed.</td>
<td>$140.00</td>
</tr>
<tr>
<td>Premium LSAP for Rio Records Management ¹</td>
<td>ERMP</td>
<td>x</td>
<td>Premium LSAP provides access to the latest product releases and updates as soon as they’re released, as well as preferred pricing when upgrading platforms. Premium LSAP Customers have access to direct chat support with Laserfiche Support Engineers, as well as faster support response times. Customers must have current LSAP to take advantage of volume discounts and renew LSAP without reinstatement fees. LSAP renewal is only valid when the entire system is renewed.</td>
<td>$14.00</td>
</tr>
<tr>
<td>Premium LSAP for Rio Forms Professional ²</td>
<td>EFRMP</td>
<td>x</td>
<td>Premium LSAP provides access to the latest product releases and updates as soon as they’re released, as well as preferred pricing when upgrading platforms. Premium LSAP Customers have access to direct chat support with Laserfiche Support Engineers, as well as faster support response times. Customers must have current LSAP to take advantage of volume discounts and renew LSAP without reinstatement fees. LSAP renewal is only valid when the entire system is renewed.</td>
<td>$14.00</td>
</tr>
<tr>
<td>Premium LSAP for Rio Quick Fields Classify Package</td>
<td>QC2P</td>
<td>7</td>
<td>Premium LSAP provides access to the latest product releases and updates as soon as they’re released, as well as preferred pricing when upgrading platforms. Premium LSAP Customers have access to direct chat support with Laserfiche Support Engineers, as well as faster support response times. Customers must have current LSAP to take advantage of volume discounts and renew LSAP without reinstatement fees. LSAP renewal is only valid when the entire system is renewed.</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

¹ 10% add-on to total price of Premium LSAP of all named full users.

² 10% add-on to total price of Premium LSAP of all named full users.
| Premium LSAP for Rio Quick Fields Agent | QFAP | 2 | Premium LSAP provides access to the latest product releases and updates as soon as they’re released, as well as preferred pricing when upgrading platforms. Premium LSAP Customers have access to direct chat support with Laserfiche Support Engineers, as well as faster support response times. Customers must have current LSAP to take advantage of volume discounts and renew LSAP without reinstatement fees. LSAP renewal is only valid when the entire system is renewed. | $2,000.00 |
| Premium LSAP for Rio Quick Fields Auto Stamp/Redaction/Bates Number | QC6P | 1 | Premium LSAP provides access to the latest product releases and updates as soon as they’re released, as well as preferred pricing when upgrading platforms. Premium LSAP Customers have access to direct chat support with Laserfiche Support Engineers, as well as faster support response times. Customers must have current LSAP to take advantage of volume discounts and renew LSAP without reinstatement fees. LSAP renewal is only valid when the entire system is renewed. | $100.00 |
| Premium LSAP for Rio Import Agent | IAP | 1 | Premium LSAP provides access to the latest product releases and updates as soon as they’re released, as well as preferred pricing when upgrading platforms. Premium LSAP Customers have access to direct chat support with Laserfiche Support Engineers, as well as faster support response times. Customers must have current LSAP to take advantage of volume discounts and renew LSAP without reinstatement fees. LSAP renewal is only valid when the entire system is renewed. | $300.00 |
| Premium LSAP for Rio Scan Connect 5-pack | SCOSP | 2 | Premium LSAP provides access to the latest product releases and updates as soon as they’re released, as well as preferred pricing when upgrading platforms. Premium LSAP Customers have access to direct chat support with Laserfiche Support Engineers, as well as faster support response times. Customers must have current LSAP to take advantage of volume discounts and renew LSAP without reinstatement fees. LSAP renewal is only valid when the entire system is renewed. | $132.00 |
| Premium LSAP for Rio Plus for Publishing | PLUS2P | 2 | Premium LSAP provides access to the latest product releases and updates as soon as they’re released, as well as preferred pricing when upgrading platforms. Premium LSAP Customers have access to direct chat support with Laserfiche Support Engineers, as well as faster support response times. Customers must have current LSAP to take advantage of volume discounts and renew LSAP without reinstatement fees. LSAP renewal is only valid when the entire system is renewed. | $1,600.00 |
discounts and renew LSAP without reinstatement fees. LSAP renewal is only valid when the entire system is renewed.

| Premium LSAP for Rio SDK | TKP | 1 | $750.00 |
The following terms and conditions apply to all vendors proposing software and related services under Schedule 36, Solicitation 3FNJ-C1-000001-B. Once approved by the MAS Contracting Officer, the negotiated terms should be incorporated into the contractor’s published GSA catalog. Note that these terms and conditions may be further negotiated at the order level by the ordering agency Contracting Officer.

1. **INSPECTION/ACCEPTANCE**
   The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. **ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**
   The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. **GUARANTEE/WARRANTY**
   a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial price list will apply to this contract.

   THE SOFTWARE IS WARRANTED SOLELY TO YOU, THE ORIGINAL LICENSEE, THAT, FOR A PERIOD OF 3 MONTHS FROM THE DATE THE SOFTWARE IS MADE AVAILABLE TO YOU (“Warranty Period”), IT SHALL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION WHEN USED IN ACCORDANCE WITH THIS EULA. At its own expense and as its sole obligation and your exclusive remedy for any breach of this warranty, Laserfiche will, at Laserfiche’s option, correct any reproducible errors in such nonconforming Software so that it conforms to the foregoing warranty or replace such nonconforming Software with Software that conforms to the foregoing warranty; or (b) if the options in clause (a) hereof are not commercially reasonable, as determined in Laserfiche’s sole discretion, Laserfiche will refund to you the fees paid to Laserfiche for such non-conforming Software, in which case your right to use such Software will terminate. Any error correction provided to you will not extend the original Warranty Period.

   Notwithstanding anything in this EULA, Laserfiche will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (a) combination of the Software with products, equipment, software, or data not supplied by Laserfiche; (b) any use based on unauthorized distribution or sale of the Laserfiche Product; (c) any use of the Laserfiche Product other than in accordance with this EULA; (d) any modification of the Laserfiche Product by anyone other than Laserfiche or contractors authorized in writing by Laserfiche; (e) any Laserfiche Product rendered defective or non-conforming, in whole or in part, due to: (i) abnormal physical or electrical stress, abnormal environmental conditions, neglect, misuse, accident, fire or other hazard, (ii) improper testing, handling, storage, transportation, operation,
interconnection, or installation by anyone other than Laserfiche or contractors authorized in writing by Laserfiche, (iii) failure to continually provide a suitable installation or operation environment, or (iv) any other cause beyond the range of normal use of such Laserfiche Product; or (v) any Evaluation Product.

Disclaimer. EXCEPT AS SET FORTH IN SECTION 12.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE LICENSES THE SOFTWARE TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS AND EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY PURPOSE, TITLE, NONINFRINGEMENT, INTEGRATION, ACCURACY, AND COMPLETENESS. LASERFICHE DOES NOT WARRANT OR GUARANTEE THAT (A) THE LASERFICHE PRODUCT WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OR BE COMPATIBLE OR (B) THAT THE LASERFICHE PRODUCT WILL OPERATE FAIL SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12404(b)(2)

b. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software.

Users who purchase the Laserfiche Software Assurance Plan ("LSAP") are eligible for technical support from Laserfiche HelpDesk with response time based on the LSAP participation level as follows: (a) for Basic level, Laserfiche HelpDesk provides a 24-hour response time; (b) for Premium level, the Laserfiche HelpDesk provides a 4-hour response time. Webchat and Laserfiche HelpDesk are only available during normal business hours, which is Monday through Friday, 6:00AM to 6:00PM Pacific Time, excluding United States public holidays.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: Both Product and as a Service.

- Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrade at function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self-diagnoses.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.
Software Maintenance as a product is billed at the time of purchase.

Software Maintenance as a service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service should be submitted to the ordering agency on a quarterly or monthly basis (or as otherwise specified by the ordering activity), after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES AND SOFTWARE MAINTENANCE

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders cited in the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

Note: The phrase, “Term Licenses and/or Maintenance” in the preceding paragraphs may need to be revised in order to be consistent with the Offeror’s proposal; e.g., if only software maintenance is offered, all references to “term licenses” should be deleted from the preceding paragraphs.
7. **UTILIZATION LIMITATIONS**
   
a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

   1. **Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.**

   2. **Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity’s site. This would allow other agencies access to one ordering activity’s database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.**

   3. Except as is provided in paragraph 9 b (2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontracts and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

   4. The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

   5. "Commercial Computer Software" may be marked with the Contractor's standard
8. SOFTWARE CONVERSIONS:

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

10. RIGHT-TO-COPY PRICING

The Contractor shall propose pricing for right-to-copy licenses.
Vendor Certification for SIN 51 600 --- Electronic Records Management Solutions

Compulink Management Center, Inc. dba Laserfiche
3545 Long Beach Blvd
Long Beach, CA 90807

Proposed Elements of Electronic Records Management Services:
[Select all that apply]

☑ Element 1 - Desktop Applications
☑ Element 2 - Electronic Messages
☑ Element 3 - Social Media
☒ Element 4 - Cloud Services
☑ Element 5 - Websites
☑ Element 6 - Digital Media (Photo)
☑ Element 7 - Digital Media (Audio)
☑ Element 8 - Digital Media (Video)
☑ Element 9 - Databases
☒ Element 10 - Shared Drives
☒ Element 11 - Engineering Drawings

Compulink Management Center, Inc. dba Laserfiche hereby certifies that we are capable of meeting all standards described in Solicitation -3FNJ-C1-000001-B and the Universal Electronic Records Management Requirements attachment for each of the sections of ERM Services we have proposed, as indicated above.

__________________________
Compulink Management Center, Inc. dba Laserfiche

Peter Wayman Executive Vice President
Name (Printed) Title

2/25/2019 Date