

# City of Las Cruces®

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 9 Ordinance/Resolution # 11-12-518

For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)

For Meeting of June 4, 2012  
(Adoption Date)

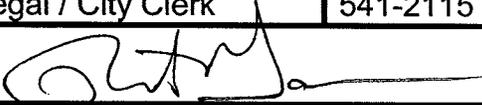
Please check box that applies to this item:

QUASI JUDICIAL       LEGISLATIVE       ADMINISTRATIVE

**TITLE:** A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO CONTRACT WITH GENERAL CODE FOR ENTERPRISE CONTENT MANAGEMENT SYSTEM UPGRADE (LASERFICHE) IN THE ESTIMATED AMOUNT OF \$141,026.90.

**PURPOSE(S) OF ACTION:**

To request approval to contract for upgrading Laserfiche.

<b>COUNCIL DISTRICT:</b> N/A		
<b><u>Drafter/Staff Contact:</u></b> Esther Martinez	<b><u>Department/Section:</u></b> Legal / City Clerk	<b><u>Phone:</u></b> 541-2115
<b><u>City Manager Signature:</u></b>		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

The City of Las Cruces began using Laserfiche in 2004. Today, Laserfiche is deployed across seven departments and 43 Laserfiche licenses support more than 50 staff members. Over the past eight years more than 1.5 million images have been archived into Laserfiche. Members of the public have also benefitted from Laserfiche. Through the use of WebLink citizens have 24/7 access to public documents such as resolutions and ordinances.

In order to ensure that the City is keeping up with all the security, technology and feature advances the Laserfiche System needs to be upgraded. Staff members who have upgraded their computers and are using the current version of Windows as their operating system can no longer access the version of Laserfiche we currently have in place.

**SUPPORT INFORMATION:**

1. Resolution #11-12-518.
2. Exhibit "A", Purchasing Manager's Request to Contract.
3. Exhibit "B", General Code Contract.

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
<b>Does this action create any revenue?</b>	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

N/A

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
General Fund	10240120-730410	141,026.90	141,026.90	0.00	N/A

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the contract with General Code to upgrade Laserfiche.
2. Vote "No"; this will deny the Resolution and Laserfiche will not be upgraded.
3. Vote to "Amend"; this could delay the upgrade of Laserfiche.
4. Vote to "Table" the Resolution and provide staff with further direction.

**REFERENCE INFORMATION:**

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

N/A

**RESOLUTION NO. 11-12-518**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO CONTRACT WITH GENERAL CODE FOR ENTERPRISE CONTENT MANAGEMENT SYSTEM UPGRADE (LASERFICHE) IN THE ESTIMATED AMOUNT OF \$141,026.90.**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces began using Laserfiche in 2004; and

**WHEREAS**, the current version of Laserfiche is over eight years old; and

**WHEREAS**, Laserfiche 7.2.1 needs to be upgraded to be compatible with the current release of the Microsoft Windows operating system; and

**WHEREAS**, both the public and City staff will benefit from the enhanced features available in a new version of Laserfiche.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** the contract with General Code, attached hereto as Exhibit "B", in the estimated amount of \$141,026.90 is hereby approved.

**(II)**

**THAT** the Purchasing Manager is authorized to contract with General Code as outlined in the signed Exhibit "A", Purchasing Manager's Request to Contract Form.

**(III)**

**THAT** the Purchasing Manager is hereby authorized to execute the attached contract with General Code to upgrade the Laserfiche System marked as Exhibit "B", on behalf of the City of Las Cruces.

(IV)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the hereinabove.

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Smith:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

# CITY OF LAS CRUCES

## PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: June 4, 2012

Resolution No.: 11-12-518

### Sole Source Contract Purchase For Enterprise Content Management System Upgrade (Laserfiche)

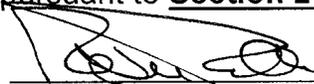
The Las Cruces City Council is provided the following information concerning this request:

#### SOLICITATION INFORMATION:

- 1. Description: **Enterprise Content Management System Upgrade**
- 2. Using Department: **IT**
- 3. Current Award Recommendation To: **General Code, LLC of Rochester, NY**
- 4. Total Award Amount: **\$141,026.90**
- 5. Contract Duration: **One time purchase**

#### PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-95.**



\_\_\_\_\_  
Purchasing Manager

1 5/23/2012  
\_\_\_\_\_  
Date

#### CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION:	12103162
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# GENERAL CODE PROPOSAL *for*

## ENTERPRISE CONTENT MANAGEMENT SYSTEM UPGRADE CONTRACT

City of Las Cruces  
Dona Ana County  
New Mexico

May 24, 2012

Valid for 3 months

PRESENTED BY

**GENERAL  
CODE**

*Information made civil.*

Regional Representative  
John Devine  
Phone Number: 575-973-2896  
Email: [jdevine@generalcode.com](mailto:jdevine@generalcode.com)

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## COMPANY DESCRIPTION

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General Code provides a variety of information management solutions to more than 2,700 local governments, educational and commercial organizations throughout the United States. We set the standard for improving document management processes, and are on the cutting-edge of technology, providing new and reliable tools to our customers to better serve their clients. We pride ourselves in our level of experience, our technical knowledge in the industry and our focus on the customer.

General Code is one of the leading Laserfiche value added resellers in the United States, offering more than twelve years of experience, coupled with an industry-leading service, integration, training and help desk team.

With Laserfiche at the center of your Enterprise Content Management Solution you get what nearly 30,000 other public and private organizations are already getting – the most powerful combination of electronic capture, storage and business process automation tools available today. We selected Laserfiche as our technology platform because of its open architecture, integration ability and the capacity to scale up as your demand for information sharing and access grows.

Every system designed and implemented by General Code fits your specific needs and requirements. Customization of your Enterprise Content Management Solution reduces the time and additional resources required to “adjust” or “optimize” a one-dimensional system.

As a values-based company we adhere to the principles outlined in our General Code. These guides for conduct are integral to building a comprehensive content management solution – one that leverages our 50 years of service to public organizations and governments of all sizes.

*Digital information must be designed and implemented in ways that support the success of the entire organization.*

*Our content management solutions must run on a platform that we believe in.*

*The quality of our service and support determines the ultimate value of the solution we develop.*

*Our content management solutions are based on the practical—if there is a better way to do something we will design and implement it.*

**-THE GENERAL CODE-**

### SITUATION ANALYSIS:

The City of Las Cruces began using Laserfiche in 2004 after an extensive review of the top Document Management solutions. The City and General Code began working together at this time and together we have continued to enhance and expand the Laserfiche System. Today, Laserfiche is deployed across 7 departments and 43 Laserfiche licenses support more than 50 staff members. Over the past 8 years more

than 1.5 million images have been archived in Laserfiche. Members of the public have also benefited from the Laserfiche investment. Through the use of WebLink citizens have 24/7 access to a variety of public documents.

The City of Las Cruces is now considering upgrading its Laserfiche System to the current version in order to ensure that the City is keeping up with all the technological and feature advances, and to avail itself of the true enterprise applicability of Laserfiche. In this way, the City will protect its investment in Laserfiche and be in an excellent position to continue to grow the use of Laserfiche throughout the City to its full Enterprise Content Management potential.

In addition to the best practice of upgrading to current technology, other specific needs/advantages that can be addressed by the upgrade are as follows:

- ✓ Immediately expand access to the system to members of the Executive Staff and their departmental administrative assistants. This will provide additional staff with the ability to search and retrieve information; engage in the automation of business processes or internal workflows; and use Laserfiche for Records Management.
- ✓ There is a need to automate the Records Management Process. While the City owns the Laserfiche Records Management Edition server, the capture and posting of records to the appropriate record series is cumbersome. Upgrading to Laserfiche Rio will make it considerably easier for the City to manage records. General Code has demonstrated the concept of Transparent Records Management (TRM) to the City Clerk and the Records Division. Implementing TRM will significantly automate the records management process. The process shares the burden of records management by having individual departments utilize an automated input process that takes advantage of Laserfiche Workflow, while the Records Manager oversees the cutoff and final disposition of the records in accordance with the records management plan.
- ✓ Update Laserfiche WebLink. Upgrading to the Laserfiche Rio public portal will provide 25 web based read only users. The public portal supports multiple installations of WebLink 8, so you can separate WebLink installations for different uses / security needs. For example, there could be a log-in for City Council members, and a public access profile for citizens with more limited access.
- ✓ The City would like to automate business processes throughout the City. As part of the training of your IT staff in mapping and creating Laserfiche workflows, a couple of "simple" workflows will be selected (in collaboration with the City) to work on during the training. These workflows will then be operable at the end of the training. From that point on, either the IT staff can map and create new workflows, or General Code can assist with these future efforts on a fee basis.
- ✓ Web Access. The City IT Department would like to add Web Access to the System upgrade. Laserfiche Web Access delivers enterprise-wide document management capabilities in a single installation. Using the Web Access "thin client," staff can search, retrieve and do virtually all "full user" functions, and have remote access through their web browser. Web Access will also lower overhead costs and increase efficiency while relieving the IT department of having to physically install and maintain software on

individual machines. The immediate plan calls for the majority of Laserfiche users to use Web Access except for the primary scanning users.

- ✓ Mobile Devices. Laserfiche Mobile (iPhone application, soon-to-be-released iPad app, and Web Access Light) is available for full-user remote device access and participation. For more details on this exciting functionality, go to <http://www.laserfiche.com/en-us/products/laserfiche-mobile>.

#### **GENERAL CODE OBLIGATION:**

In addition to the specifics noted in the Executive Summary, moving to Laserfiche Rio Enterprise Content Management will provide a true enterprise “backbone” for the City to easily expand to other areas and additional users.

Some of these on-going benefits the City will realize from upgrading its Laserfiche system are as follows:

Included with Laserfiche Rio is the powerful Laserfiche Workflow functionality. The City will begin implementing Laserfiche Workflow with the initial upgrade, but we encourage you to think about the many opportunities to implement this valuable Business Process Automation tool in future phases of the project. Laserfiche Workflow is built on the Windows Workflow Foundation, and the Laserfiche Workflow Designer provides an intuitive, graphical interface with an extensive “toolbox” of pre-built activities, in addition to providing you with the ability to design custom routing rules with an embedded editor supporting C# or VB.NET scripting.

Laserfiche Workflow is used by many for routing of documents or folders for review/approval, for “timing” notifications, for auto-filing or auto-naming of documents, for enforcing consistent processes/policies, and much more. Automating document-related business processes creates efficiencies for staff, has a dramatic effect on reducing storage space needs, and eliminates many paper and “click” charges.

Some of the many uses for Laserfiche Workflow are:

- Planning – Automating permit review process; auto-naming/filing
- Courts – Routing of case files and automating notifications
- Legal – Quick access to files, from the office or remotely, auto-filing and auto-naming of correspondence and case files, implementation of time-related “reminders” for action.
- Employee Relations/HR – In addition of secure storage of employee files (including extra levels of security for HIPPA and other compliance regulations, Laserfiche in HR environments is also excellent for routing of employment applications for preliminary HR review; to applicable hiring managers/committees; creating automated e-mails to applicants regarding status; automated filing based on status; automated routing of Personnel Action Forms (affecting the employee, department head, Payroll, Employee Relations); and automation of annual Open Enrollment process.
- Police – Laserfiche solutions store and manage case files – scanned paper, electronic documents, finger prints, photographs, audio, video and e-mail freeing up staff time consumed pulling records for investigations and court appearances. Laserfiche Workflow will streamline approval processes by routing reports to detectives, supervisors and command for multiple sign-offs. Laserfiche’s interoperability maximizes the value of existing infrastructure – allowing for the integration of RMS / CAD data with Laserfiche.
- City-wide – Automating of routing of bids and RFPs to appropriate reviewers; auto-filing of bids/RFPs not chosen; automatic creation/filing of contract/project files.
- City-wide – Handling of complaints (ensuring proper processes are followed, enhancing accountability and providing excellent customer service and turnaround).

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## LASERFICHE RIO SYSTEM OVERVIEW

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Laserfiche Rio combines comprehensive ECM functionality with powerful business process management (BPM), security and auditing tools, Laserfiche Rio provides a solid ECM infrastructure that:

- Manages your content.
- Grants the IT Department central control over standards, security and auditing.
- Gives individual departments flexibility to customize their filing structures, views and workflows

Laserfiche Rio integrates with your existing IT portfolio supporting intelligent decision making enterprise-wide.

With a fundamental design structure engineered to meet the needs of the IT Department, Laserfiche Rio is designed to be easy to purchase, easy to deploy, easy to support and easy to extend.

The Laserfiche Rio system includes:

- A **licensing server** to produce system licenses as you determine system topology based on your specific needs.
- Unlimited **Laserfiche content servers** that provide document imaging, document management and records management functionality as part of the core architecture – not through separate modules that are stacked together.
- A fully functional, **true thin-client interface** that does not require any software to be installed maintained or updated at the workstation level.
- The **Laserfiche Workflow system**, capable of automating business processes in high volume transactional environments, as well as customizing the way the system reacts to user input.
- A built-in **auditing solution** for security and compliance.
- DoD 5015.2-certified **Laserfiche Records Management Edition**, with integrated records management, security, auditing and reporting capabilities.
- **Production-level document capture and processing**, including a variety of image enhancements, data extraction and processing tools to automate document identification, indexing, classification and filing.
- Fully customizable, read-only **public Web ports**, with twenty-five public portal licenses.
- An **SDK** that includes COM, .NET and Java libraries, as well as an ADO.NET provider

Laserfiche Rio was developed specifically to meet the needs of organizations that view ECM technology as a foundational component of their technical infrastructure. With bundled functionality, unlimited content servers and its own licensing server, the system provides with unmatched deployment flexibility:

- **Scale easily from one hundred to hundreds of thousands of users.** Named user licenses with significant volume discounts simplify the procurement process, eliminating long requisitions and making budgeting for an enterprise deployment must easier.
- **Integrate with your existing IT portfolio.** As an open platform, Laserfiche Rio facilitates and encourages integration with line-of-business and legacy applications to solve transactional document problems and provide a rapid ROI.
- **Extend local flexibility.** No ECM system will offer centralized control over content if it isn't used. Laserfiche Rio is designed to provide centralization and standardization without compromising the flexibility and customization of information delivery required for defined business applications.
- **Configure, don't customize.** Configuration of Laserfiche Rio's standardized solutions leverage existing administration platforms—including Microsoft skill sets—and offer a lower total cost of ownership.
- **Maintain control over your ECM environment.** Support for virtualization, mirroring, test, development and other environments without the need to purchase additional software licenses puts you in complete control of system topology, high availability and recovery.
- **Grow with your organization.** Because needs change, Laserfiche Rio maintains flexibility to change system attributes even after release to production. Changes are made with the same intuitive tools used for initial configuration.

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## PRELIMINARY DOCUMENT MANAGEMENT PROJECT PLAN

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Upon completion of contract signing, the Project Manager will call you to review the Project Plan and discuss the following:

- Designate a main contact for the project
- Discuss the proposed schedule and set dates
- Determine any necessary hardware purchase, installation or configuration that must take place prior to the system installation and schedule completion of that work
- Confirm availability of required personnel, equipment and facilities
- Address any outstanding questions, concerns or issues

The Initial Design and System Implementation Phase will include the following:

- Installation and configuration of the main server components
- Installation and configuration of the named user licenses, including Laserfiche client software, Snapshot Plug-In and the E-mail functionality, and also includes scanner configuration and testing.
- Complete system testing of all installed components
- A file structure review and creation of a hierarchical tree structure designed to maximize efficient use of the document management system
- Discussion of file-naming conventions to be used in the document management system
- Establishment of an initial set of Templates (electronic index cards)
- Configuration of users, groups, and user rights
- Training for users
- Administrator training for up to two (2) people who will be responsible for administration of the system

### Version 8 Upgrade

Note: Remote data migration will occur the day before the scheduled on-site installation and training. The requirements for remote data migration are as follows:

- Server must meet the minimum specifications (see attached)
- Server must allow for internet access
- Server must be rebooted after completion of the installation of the Server Software (we must be notified if this will require an off-hour reboot)
- IT person must be on-site to assist
- Laserfiche database will be unavailable to users from the start of the installation until the start of training (up to 2 days)

Your server and database will be upgraded. In order to complete this upgrade you will need to provide our technical project manager a copy of your existing database files no later than 3 days before the scheduled installation.

In order to maintain the security that is currently implemented on your system you will need to provide a list of all the Laserfiche users, including user names, full names and a list of feature rights (scan, search, print, move, create, to name a few). In addition we will need a list of all of the folders in your database and users

who have access to these folders. All of this information must be provided to General Code no later than 1 week prior to the installation date

**Transparent Records Management Implementation:**

- Information clarification and gathering
- Template development
- Load retention schedule
- Build user folders
- Build Workflow for Transparent Records Management
- Records Manager training in records management functionality.

## INVESTMENT DETAIL & OPTIONS

*Hardware is not included in price.*

Line Item Description	Model #	Quantity	Unit Price	Total
<b>Base Software</b>				
Rio Named Full Users (100 Tier)	ENF01	100	\$700.00	\$70,000.00
Records Mgmt - Rio Named Full Users (100 Tier)	ERM	100	\$70.00	\$7,000.00
<b>Base Software Subtotal</b>				<b>\$77,000.00</b>
<b>Add-Ons/Plug-Ins</b>				
Rio - Plus for Publishing	PLUS2	2	\$3,800.00	\$7,600.00
Rio Scan Connect - 5 Pack	SC05	1	\$660.00	\$660.00
Rio Scan Connect - 10 Pack	SC10	1	\$915.00	\$915.00
Rio Public Portal - 25 WebLink-only retrieval connections	PPM25	1	\$25,000.00	\$25,000.00
<b>Add-Ons/Plug-Ins Subtotal</b>				<b>\$34,175.00</b>
<b>Support</b>				
LSAP Rio Named Full User w/SS & EM (100 Tier)	ENF01B	100	\$168.00	\$16,800.00
LSAP Rio RM Full Users (100 Tier)	ERMB	100	\$17.00	\$1,700.00
LSAP Rio Scan Connect - 5 Pack	SC05B	1	\$159.00	\$159.00
LSAP Rio - Plus for Publishing	PLUS2B	2	\$1,920.00	\$3,840.00
LSAP Rio Scan Connect - 10 Pack	SC10B	1	\$220.00	\$220.00
Rio Public Portal - 25 WebLink LSAP	PPM25B	1	\$6,000.00	\$6,000.00
<b>Support Subtotal</b>				<b>\$28,719.00</b>
<b>NM GRT</b>				<b>\$1,471.85</b>
<b>Support Total</b>				<b>\$30,190.85</b>
<b>Consultative Services</b>				
Workflow Consultative Services - Remote Training / Work	W-OF-S	2	\$1,000.00	\$2,000.00
Remote Services - Data Migration for Upgrade	RS03	16	\$125.00	\$2,000.00
Workflow Training - onsite	ON-B	2	\$1,500.00	\$3,000.00
TRM Consulting Days - In-Office	C-OF-S	2	\$1,000.00	\$2,000.00
On-Site Days Installation and Training (includes travel)	ON-B	8	\$1,500.00	\$12,000.00
Project Management	PM	15	\$100.00	\$1,500.00
TRM Consulting Days - On-Site (includes travel)	C-ON-B	2	\$1,500.00	\$3,000.00
<b>Consultative Services</b>				<b>\$25,500.00</b>
<b>NM GRT</b>				<b>\$1,306.88</b>
<b>Consultative Services Total</b>				<b>\$26,806.88</b>
<b>Adjustments</b>				
LF Software Upgrade Credit		1	(\$58,453.33)	(\$58,453.33)
<b>Adjustments Subtotal</b>				<b>(\$58,453.33)</b>
<b>Grand Total</b>				<b>\$109,719.40</b>

*Estimated annual LSAP fees after the included 1<sup>st</sup> year for the above configuration would be \$30,190.85 (includes GRT).*

**Optional Components:**

<b>Add-Ons/Plug-Ins</b>				
Rio Quick Fields - Complete Pkg	QCX	1	\$15,000.00	\$15,000.00
Rio Quick Fields Agent	QFA	1	\$10,000.00	\$10,000.00
<b>Add-Ons/Plug-Ins Subtotal</b>				<b>\$25,000.00</b>
<b>Support</b>				
LSAP Rio Quick Fields - Complete Pkg	QCXB	1	\$3,600.00	\$3,600.00
LSAP Rio Quick Fields Agent	QFAB	1	\$2,400.00	\$2,400.00
<b>Support Subtotal</b>				<b>\$6,000.00</b>
<b>NM GRT</b>				<b>\$307.50</b>
<b>Add-Ons/Plug-Ins Support Total</b>				<b>\$6,307.50</b>

**SOFTWARE ORDER, PAYMENT AND PERFORMANCE SCHEDULE**

All software components will be ordered upon receipt of authorization and shipped to customer. The software maintenance (annual support) will start upon delivery of software.

50% of the project price shall be invoiced upon receipt of software by the City.

50% of the project price shall be invoiced upon completion of the installation and training with a Net 30 day payment term.

**AUTHORIZATION & AGREEMENT**

The City of Las Cruces, New Mexico hereby agrees to the procedures outlined above and General Code's Terms and Conditions listed in Appendix D, and authorizes General Code to proceed with the project.

**Electronic Document Management Solution** **\$109,719.40**  
*Estimated Annual support fee second year forward (LSAP): \$30,190.85*

**OPTIONAL COMPONENTS**

- Rio Quick Fields – Complete Package** **\$ 18,784.50**  
*LSAP (Second year forward): \$3,784.50 (includes GRT)*
- Rio Quickfields Agent** **\$ 10,523.00**  
*LSAP (Second year forward): \$2,523.00 (includes GRT)*

**Estimated Total Investment with any selected options:** **\$ \_\_\_\_\_**

**CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO**

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

**GENERAL CODE, LLC**

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_  
 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

*Please sign, fax and mail this page to General Code at (585) 328-8189.  
A signed copy of this agreement will be mailed back to the municipality for its records.*

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## **APPENDIX A - PC AND SERVER SPECIFICATIONS**

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Please refer to the file **Laserfiche Hardware and Planning Specifications white paper PDF** that was previously sent to you.

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## APPENDIX B - DESCRIPTION OF RECOMMENDED COMPONENTS

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<p><b>Laserfiche RIO</b></p>	<p>Laserfiche Rio is functionality and simplicity combined into an enterprise document/content management solution. Rio includes document management, business process management and Web publishing for your entire enterprise, all in one bundle. Rio's named-user licensing makes budgeting and purchasing easy—all you need to do is count the number of users. And with its tiered pricing structure, Rio becomes more affordable with increased number of users. As your organization grows, Rio scales easily to accommodate new departments and an expanding workforce. In addition to volume discounts on user licenses, Rio includes an unlimited number of servers, so you can create failover clusters, redundant servers, departmental servers, or whichever structure best fits the way your organization runs.</p> <p><b><u>Included:</u></b></p> <p><b>Laserfiche Automated Workflow Module:</b> The Laserfiche Automated Workflow Module is a robust component that facilitates the flow of documents. By automating the flow of documents and/or folders between users, work can be distributed to different users in an orderly and predetermined manner. The Laserfiche Automated Workflow Module also can help enforce timelines by sending e-mail notifications when routed items are inactive beyond a designated time or when documents arrive in certain folders.</p> <p>Laserfiche Workflow activities can be triggered by any activity within your Laserfiche database.</p> <p><b>Web Access</b> is a browser-based thin client offering virtually all of the document management capabilities of the thick client interface. Authorized users organization-wide can simultaneously access documents, whether they are accessing Laserfiche from their desks or a remote location.</p> <p>IT can add new users without installing software on individual workstations. Users access Laserfiche through a Web browser. Authorized users scan, index and otherwise manage documents with Web Access. Staff can also search, retrieve, create, move, rename and annotate documents from the Web.</p> <p>Web Access has real time access to the Laserfiche repository, which means that information input into Laserfiche is instantly available to all users, whether connected directly to your server, or using Web Access.</p> <p><b>Advanced Audit Trail</b> provides you with the ability to track activity</p>
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	<p>within your Laserfiche database (e.g., who accessed which document when, who input a document, who added pages, or moved a document, etc.). Advanced Audit Trail also tracks failed attempts to access or change content and allows custom auditing per trustee. It also tracks changes of rights to documents (who changed which rights), tracks search events, allows supplemental reasons for exporting, printing and e-mail, and supports tracking of printed documents via watermark. A built-in Report Wizard guides you through creating auditing reports and enables you to save frequently viewed reports. If you wish to create more advanced reports, you can also use 3rd party reporting software, such as Crystal Reports, with Audit Trail. Audit Trail is an excellent tool for an added level of security and/or for monitoring staff productivity</p>
<p><b>Named Users</b></p>	<p>Named users have the ability to utilize all of the features of the software, including scanning, importing, file and volume management, search and retrieval, annotations, e-mail routing and workflow participation, as applicable and as security rights permit. Additional named user licensees can be added at any time.</p> <p><b><u>Included:</u></b></p> <p><b>SnapShot Functionality:</b> The SnapShot functionality allows designated users the capability to print existing electronic files into the Laserfiche system directly rather than having to print them out and then scan them into the system.</p> <p><b>E-Mail Functionality:</b> The E-Mail Plug-in allows users to send Laserfiche documents as e-mail attachments to anyone using a MAPI-compatible E-mail system.</p>
<p><b>Laserfiche ScanConnect</b></p>	<p>A software interface that allows Laserfiche to interface with a number of supported scanners using the ISIS communication standard.</p>
<p><b>Laserfiche Public Portal License</b></p>	<p>The Laserfiche Public Portal includes Laserfiche WebLink and concurrent WebLink read-only licenses. Laserfiche WebLink enables access to selected documents via a web browser (for internal or external access) without operator-heavy file conversion. The software converts your documents to HTML on the fly and provides instant access to them from a Web browser. Security is very important, and WebLink security will provide you with the assurance that public documents can be accessed globally, but that robust security will protect your sensitive documents.</p>

<p><b>Laserfiche QuickFields Classify</b></p>	<p><b>Included with QuickFields Classify:</b></p>
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	<p><b>Basic Quick Fields</b> enhances and cleans up images, provides a location zoom to facilitate entering index data information, and streamlines document previewing. Basic QuickFields is the required foundation module for all advanced QuickFields components.</p> <p><b>Quick Fields Zone OCR</b> allows you to automatically extract index information from an image (rubberbanding capability to select a given area with the mouse). Zone OCR can capture machine-readable text from the designated zone to automatically populate key index fields, name documents and file in Laserfiche. Zone OCR is ideal for uniform documents, where the same spot on each contains relevant index information.</p> <p><b>Quick Fields Pattern Matching</b> identifies patterns or formats that recur (such as dates, initial letters, etc.) and allows extraction of certain data within that pattern. Pattern Matching also enhances the capture capability of Zone OCR. For example, Pattern Matching enables you to file documents in an alphabetic folder (e.g., "A", "B") based on the initial letter of a last name, or in a "year" field based on the last digits of a date.</p> <p><b>Quick Fields Bar-Code</b> helps in the scanning process by reading bar-codes to automatically break up large groups of documents and automating population of index fields. Bar-coding saves valuable time while maximizing the number of documents that can be processed daily.</p> <p><b>Quick Fields Document Classification</b> automates the processing of documents according to established classes of documents. This would be beneficial to you if you have a number of different forms that are used over and over and you want to scan in large batches of documents and let the computer sort them by type of form and process each according to rules that you have set up for that form. Document Classification is also useful for automating filing in subfolders.</p> <p><b>Quick Fields Real-Time Lookup</b> enables you to extract data from 3<sup>rd</sup> party databases to automatically populate Laserfiche template fields.</p>
<p><b>Laserfiche Quick Fields Core</b></p>	<p><b>Included with QuickFields Core:</b></p> <p><b>Basic Quick Fields</b> enhances and cleans up images, provides a location zoom to facilitate entering index data information, and streamlines document previewing. Basic QuickFields is the required foundation module for all advanced QuickFields components.</p> <p><b>Quick Fields Zone OCR</b> allows you to automatically extract index</p>

	<p>information from an image (rubberbanding capability to select a given area with the mouse). Zone OCR can capture machine-readable text from the designated zone to automatically populate key index fields, name documents and file in Laserfiche. Zone OCR is ideal for uniform documents, where the same spot on each contains relevant index information.</p> <p><b>Quick Fields Pattern Matching</b> identifies patterns or formats that recur (such as dates, initial letters, etc.) and allows extraction of certain data within that pattern. Pattern Matching also enhances the capture capability of Zone OCR. For example, Pattern Matching enables you to file documents in an alphabetic folder (e.g., "A", "B") based on the initial letter of a last name, or in a "year" field based on the last digits of a date.</p> <p><b>Quick Fields Bar-Code</b> helps in the scanning process by automatically breaking up large groups of documents and automating population of index fields. Bar-coding saves valuable time while maximizing the number of documents that can be processed daily.</p> <p><b>Quick Fields Real-Time Lookup</b> enables you to extract data from 3<sup>rd</sup> party databases to automatically populate Laserfiche template fields.</p>
<p><b>Laserfiche Quick Fields Context</b></p>	<p><b>Included with QuickFields Context:</b></p> <p><b>Basic Quick Fields</b> enhances and cleans up images, provides a location zoom to facilitate entering index data information, and streamlines document previewing. Basic QuickFields is the required foundation module for all advanced QuickFields components.</p> <p><b>Quick Fields Zone OCR</b> allows you to automatically extract index information from an image (rubberbanding capability to select a given area with the mouse). Zone OCR can capture machine-readable text from the designated zone to automatically populate key index fields, name documents and file in Laserfiche. Zone OCR is ideal for uniform documents, where the same spot on each contains relevant index information.</p> <p><b>Quick Fields Pattern Matching</b> identifies patterns or formats that recur (such as dates, initial letters, etc.) and allows extraction of certain data within that pattern. Pattern Matching also enhances the capture capability of Zone OCR. For example, Pattern Matching enables you to file documents in an alphabetic folder (e.g., "A", "B") based on the initial letter of a last name, or in a "year" field based on the last digits of a date.</p> <p><b>Quick Fields Bar-Code</b> helps in the scanning process by automatically</p>

	<p>breaking up large groups of documents and automating population of index fields. Bar-coding saves valuable time while maximizing the number of documents that can be processed daily.</p> <p><b>Quick Fields Real-Time Lookup</b> enables you to extract data from 3<sup>rd</sup> party databases to automatically populate Laserfiche template fields.</p> <p><b>Quick Fields Optical Mark Recognition</b> detects marks in form elements, such as checkboxes. Results can be used to populate index fields, determine document names, and where the document will be stored, etc.</p> <p><b>Quick Fields Auto Stamp/Redaction/Bates Numbering</b> is a powerful tool that can automatically apply annotations (redactions, highlights, personal stamps, sticky notes) to specified regions of a document, permanently affix stamped text or images to a processed document, or automatically apply Bates Numbering for evidentiary documents. The Auto Annotation can also redact, strike through, or underline a word, phrase or numerical pattern on pages according to patterns you specify (e.g., ###-##-#### for a social security number).</p> <p><b>Quick Fields Forms Registration</b> corrects misaligned forms to improve data extraction accuracy.</p> <p><b>Quick Fields Form Identification</b> automatically recognizes the form or document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.</p> <p><b>Quick fields Forms Extraction</b> improves data extraction by removing the forms structure, leaving only the information to be extracted and indexed.</p>
<b>Quick Fields Agent</b>	<p><b>Quick Fields Agent</b> is a powerful tool for automating your document processing. Used with Quick Fields functional components (such as Zone OCR, Bar Code Recognition, Real Time Lookup, etc.), Quick Fields Agent schedules Quick Fields sessions and runs them automatically at specified times. Processing can take place continuously, 24/7, since no one needs to start the session. Quick Fields Agent, through the use of the Laserfiche Capture Engine, can allow for centralized processing of documents. By having 1 Quick Fields Agent installed centrally, an organization can avoid cost and labor associated with having to have separate Quick Fields modules installed at multiple processing stations server.</p>
<b>RIO Records Management Edition</b>	<p>RIO Records Management is a turnkey solution for managing imaged, electronic, and physical (paper) records. Records Management is fully integrated within the Laserfiche interface, presenting a uniform look and feel to all users and simplifying the adherence to records management rules and</p>

	<p>policies. Records Management helps you to enforce consistent organization-wide records policies regardless of location or content, provides secure records tracking from cutoff to final destruction/disposition, and enables you to manage your paper records from the same application as your digital records. Records Management Edition (Laserfiche server software, Advanced Audit Trail and the Records Management Module) is one of the few software packages that have received Department of Defense records management standard 5015.2 certification. These standards have also been endorsed by the United States National Archives &amp; Records Administration (NARA).</p> <p><b>General Code implements "<u>Transparent</u>" Records Management</b>" for our clients. Laserfiche Records Management Module enables the Records Manager to maintain records in appropriate Record Series folders and to perform all records management functions, such as cutoffs, freezing, etc., as appropriate. However, end users often wish to access these same records/documents in a different organization to efficiently accomplish their daily duties. This often results in "righteous friction" between the Records Manager and end users - Who gets to have the records/documents organized the way they want? Using "Transparent" Records Management (Laserfiche Records Management Module, Automated Workflow and Laserfiche Security), everyone can have the organization they need/want without interfering with the others' need. Also, with Transparent Records Management, end users can input documents into the system without knowing complicated records retention rules, and Laserfiche Automated Workflow will automatically route the original to the Records Management folders and shortcuts to the proper end user folder(s). See the attached whitepaper for a more detailed description of Laserfiche Transparent Records Management.</p>
<p><b>Laserfiche Plus Publishing</b></p>	<p>Plus Publishing gives you the ability to publish self-executable CD's or DVD's containing any documents included in your Laserfiche database, along with the Laserfiche viewing software. The CD's or DVD's created will contain the same easy-to-use folder structure and search capabilities as in your networked Laserfiche system. These CD's/DVD's can be accessed from a Windows PC having a CD/DVD drive - Laserfiche does not have to be installed on the PC used for viewing. This component provides an excellent method to archive inactive documents. In addition, having your documents and the programming on viewer CD's would provide continuity of operations in the event of a disaster or significant downtime of your server. Laserfiche Plus is also an excellent way to distribute documents to others.</p>

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## APPENDIX C - INSTALLATION, TRAINING AND SUPPORT

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### **Pre-Installation Teleconference and Technical Review**

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Prior to the on-site installation and training, one of General Code's technicians will work with your technical staff or consultant to review the hardware and other technical requirements and ensure that all hardware is ready for the installation. We will also work with your designated contact person to establish the agenda for the on-site days.

### **Customized, Hands-On Training**

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General Code provides practical hands-on training sessions to ensure that your users keep pace with "best practices" and that your Laserfiche system continues to provide your organization with the maximum efficiencies possible. Our training experts will come on-site to your facility and provide thorough training for your staff with manuals customized to your specific system and needs. Whether you are a new Laserfiche user or an existing user seeking refresher training, we pride ourselves on maintaining a team of trainers who can relate to users at any level of expertise.

**Our standard Laserfiche user training** covers the basic functions of the program and provides you with the necessary skills to put the system into immediate use. Based on the file organization and file naming structures that were determined by your organization, the training covers input, search and manipulation features using your documents to address file-organization and file-naming structures

**Administrator Training** covers the system administrative functions and typically takes place throughout the on-site sessions, as appropriate.

### **Laserfiche Software Assurance Plan (LSAP)**

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**LSAP** is renewable on an annual basis and was created to deliver critical program updates and provide ongoing technical support for your Laserfiche document management system. With LSAP, you will always be confident that you are receiving the very best performance and quality possible.

#### **Technical Support:**

Technical Support covers all questions that might arise with your Laserfiche system should a technical issue arise. Technical Support covers the installation of software patches and minor upgrades as appropriate to address technical issues which render your current software inoperable.

The first line of technical support is via telephone, using our toll-free number (800-836-8834) or via e-mail at [lfsupport@generalcode.com](mailto:lfsupport@generalcode.com). With Basic LSAP service, technical support requests not immediately addressed will be acknowledged within 8 business hours, with the majority response times within two hours. General Code's support technician will discuss the issue with you. If there are more detailed diagnostics needed, the technician will log into your system remotely, using the Internet. In this way, the technician can see what the user is seeing, do diagnostics, and generally remedy the situation remotely during this initial contact. In situations that require additional research or work by the technician, we will let you know what still needs to be done and we'll provide you with a timeframe for getting back to you as well as a Case number for future reference. By providing remote diagnostics and remediation to our clients, we can provide you with quick resolution of your issues to keep you up and running.

All technical support issues (along with their resolution or current status) are logged into General Code's support database, and the current status of any open work order is available to you at any time during normal business hours by calling the Help Desk and providing your Case number. This log also enables all of our support technicians to know the history of your system, providing consistency and efficiency in our services to you.

**Software Patches and Upgrades:**

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In addition to receiving technical support, customers with a current LSAP contract will receive **critical program updates within the current version of Laserfiche**. This is extremely important because Laserfiche document-imaging systems are continuously improved to be even more powerful and efficient. You will receive routine system updates released by the manufacturer after a period of additional General Code in-house testing, as applicable. These patches and software upgrades are available for download at our FTP site. Customers are given the option of applying the patches themselves or having one of our Laserfiche technicians apply the patch remotely.

There is no additional cost for the installation of minor software updates or patches (typically called 'point releases'). Major software updates (typically called 'version releases') may have associated service charges to install, upgrade, or to migrate your Laserfiche software to the new major release level. Related training on new functionality of the upgraded software may also have associated service charges. Any additional charges will be outlined and quoted to you in advance.

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## APPENDIX D – TERMS AND CONDITIONS

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### GENERAL CODE, LLC. CONTENT MANAGEMENT SOLUTIONS

These Terms and Conditions, together with General Code, LLC's Proposal (the "Proposal") constitute a legal agreement between the Client/Licensee (Client) and General Code, LLC (General Code)

#### 1. Definitions.

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below.

Additional terms are defined throughout these Terms and Conditions.

- A. "Client Content" means any data, information, files, images, text or other content that may be provided by Client or its authorized users for use in conjunction with the Software or Services.
- B. "Services" means the services provided by General Code or its vendors pursuant to this agreement.
- C. "Software" means the software product or products delivered to Client pursuant to this agreement.

#### 2. Responsibility of General Code.

General Code shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." General Code shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the Client. Regardless of the Client's acceptance of completed materials when delivered, General Code shall correct errors found either by the Client or General Code. See "Warranties; Limitations" for General Code's liability for all services.

#### 3. Responsibility of Client.

The Client shall be responsible for the correctness and accuracy of the information it supplies to General Code, for providing General Code with timely decisions and answers to questions raised by General Code, for inclusion of sufficient funds in the budget to pay General Code for services, and for the prompt payment of invoices. The Client shall also be responsible for completing its work in accordance with the "Performance Schedule." Client is responsible for maintaining its user desktops and providing users network access to the Software. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. General Code shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Internet to access the Software. Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Client site and Software. Client shall provide accurate input information in the

manner reasonably prescribed by General Code in connection with the Software and Services provided under these Terms and Conditions. Client shall advise General Code of any changes to Client's operations, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall be responsible for establishing any merchant accounts necessary for credit card transactions, if applicable. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses. The Software or Services may contain links to other Internet sites owned by third parties. Client's use of each of those sites is subject to the conditions, if any, that each of those sites have posted. General Code has no control over those sites, and General Code and its suppliers are not responsible for any use of such sites or content on them.

#### **4. Variations from Standard Methods or Procedures.**

Variations from General Code's standard methods and procedures must be requested by the Client, in writing, specifying the exact nature of the desired variations. General Code will accommodate such variations wherever possible, with any additional charges for such variations, as determined by General Code and approved by the Client, to be paid by the Client.

#### **4. Payment Terms.**

- A. All invoices will be processed in accordance with the Payment Schedule set forth in the Proposal.
- B. Unless otherwise specified in the Payment Schedule, all payments shall be made within 30 days of receipt of the invoice/voucher. The Client shall not discount nor withhold any portion of the amount for any reason. General Code reserves the right to issue progress billings for services that span several months.
- C. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears. For Laserfiche® licensees, should late payment cause the Laserfiche Software Assurance Program (LSAP) to lapse, General Code reserves the right to charge, in addition to the original LSAP fee, a reinstatement fee that is equal to 10% of the annual LSAP fee times the number of months the payment was in arrears.

#### **5. Software.**

- A. Any Software being delivered pursuant to this agreement is being licensed to the Client pursuant to the applicable license agreement or agreements between the respective publishers of the software and the Client, attached hereto and made part hereof. The Client agrees that all terms, conditions and limitations set forth in such license agreement(s) shall apply to this agreement as it relates to the Software.

#### **6. Delivery of Completed Materials.**

General Code will deliver completed materials via USPS, UPS, motor freight, airfreight, FTP or whichever method offers the most efficient delivery at the time. Delivery, handling, packaging, insurance and/or shipping charges will be prepaid by General Code and added to the invoice/voucher for services to be paid by the Client.

#### **7. Support.**

- a. If this agreement includes support, General Code will provide online, telephone and e-mail support to Client as follows: General Code Product Support is available 9:00 a.m. to 5:00 p.m. U.S. Eastern Time,

Monday through Friday, excluding holidays. Support is not available after 3 p.m. U.S. Eastern Time the day before Thanksgiving, Christmas Eve, and New Year's Eve.

- b. If this agreement includes support, General Code will remotely install minor releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available at no charge during the term of this agreement. Major releases and upgrades of the Software will be available at no charge for the software, but additional service charges may apply.

#### **8. Intellectual Property Rights.**

All Software and Services are proprietary products and services and that all right, title and interest in and to the Software and Services, including all associated intellectual property rights, are and shall at all times remain with General Code and its third party vendors. The Software contains trade secret and proprietary information owned by General Code or its third party vendors and is protected by United States copyright laws and international trade provisions. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software, electronically or otherwise, for any purpose. Client hereby grants to General Code a nonexclusive right to use all Client Content as necessary solely for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions.

#### **9. Other Restrictions.**

Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity), or any portions thereof, to any third party, and any attempt to do so is null and void. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Software and Client Content shall not be used for any commercial purpose beyond the functionality driven by the Software. Client will not use the Software or Services to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; or (iv) constitute unauthorized entry to any machine accessible via the network. Client shall not interfere with or disrupt network users, services or equipment and will comply with the usage policies of General Code's suppliers.

#### **10. Client Conduct.**

General Code shall have no liability to Client or any third party arising out of or relating to:

1. Client's use of the Software or Services;
2. Any use or alleged use of Client's accounts or passwords by any person, whether or not authorized by Client;
3. The content, the quality, or the performance of Client Content;
4. Client's connection to the Services;
5. Client's violation of this agreement; or
6. Client's violation of the rights of any other person or entity.

**11. Term, Termination and Appropriations.**

Unless otherwise specific in the Contract, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof, renewed in writing at the request of the client.

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the Client, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to General Code.

In the event of termination, General Code shall be compensated for all services performed and costs incurred up to the effective date of termination for which General Code has not been previously compensated.

Upon receipt of notice of termination from the Client, General Code shall discontinue the SERVICES unless otherwise directed and upon final payment from the Client, deliver to the Client, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by General Code in the performance of this Agreement, whether completed or in process.

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Client for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Client, this Agreement shall terminate upon written notice given by the Client to General Code. The Client's, decision as to whether sufficient appropriations and authorizations exist shall be accepted by General Code and shall be final.

Section 3, 5, and 8 through 23 shall survive any expiration or termination of this agreement.

**12. Warranties; Limitations.**

- A. General Code warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. General Code's liability and the *Client's exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to* reperformance, at General Code's cost, of such service or deliverable. General Code's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the Client or (ii) work or services performed by others.
- B. General Code does not warrant that software will be error free or will operate uninterrupted. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. General Code's warranty obligations and the Client's remedies hereunder are solely and exclusively as stated herein.

- C. The limitations and protections against liability afforded General Code herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of General Code for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to General Code pursuant to this agreement. General Code shall not be liable to the Client or any other person or entity for lost profits, lost data, indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by the Client or others against General Code with respect to services unless such action or proceeding is commenced within one year after completion by General Code of the particular services to which such action or proceeding relates.

### **13. Responsibility of Client's Counsel.**

In conjunction with the services rendered by General Code and the work of the Client and General Code, any and all questions requiring legal advice or opinion, analysis of legislation for legal sufficiency, interpretation of cases or statute, etc., shall be directed by the Client and General Code to the Client's counsel. At the request of the Client or its counsel, General Code shall make available to the Client's counsel information in its possession relating to legal issues or opinions obtained during its work with other clients, as well as sample copies of legislation as requested by the Client.

### **14. Client Primary Contact.**

Client shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom General Code should communicate matters regarding the Software and Services, such as maintenance notifications, and who has the authority to make Services requests including release of Client data, both internally to General Code and to the Client, restoration of data, and other configuration changes.

### **15. System Monitoring.**

General Code will not systematically monitor Client Content, but General Code reserves the right to review Client Content from time to time at its discretion. General Code reserves the right to (a) disable access to or delete any Client Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Client Content under justified exigent circumstances, as such circumstances are determined in good faith by General Code. General Code also reserves the right to monitor, the use of the Software if Client is using excessive computing resources which are impacting the performance of the Software for other subscribers.

### **16. Changes.**

The Client may at any time request changes in the scope of this agreement. Moreover, General Code may suggest changes. Where changes are agreed to by the parties, General Code shall issue a Change Order for

the Client's review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. General Code shall not be required to implement any change until the Client has signed and returned the Change Order.

**17. Notices.**

All notices and other communications which are required or permitted to be given pursuant to this agreement shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

**18. Force Majeure.**

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, terrorism, elevated risk of terrorism, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

**19. Disclaimer of Association.**

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association that would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

**20. No Waiver.**

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

**21. Severability of Provisions.**

If any part of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this Agreement and shall be deemed to have never been a part of this Agreement and shall not affect the validity of the remainder of this Agreement.

**22. Entire Agreement.**

This agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter.

**23. Dispute Resolution.**

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

**24. Governing Law; Jurisdiction.**

This agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any choice of law doctrine (whether of the State of New Mexico's third judicial district court of Doña Ana County. In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses. Provided however, the parties have the contractual duty to attempt to resolve all contractual disputes as expeditiously and inexpensively as possible prior to instituting litigation in the above named court.

# GENERAL CODE PROPOSAL *for*

## ENTERPRISE CONTENT MANAGEMENT SYSTEM UPGRADE CONTRACT

City of Las Cruces  
Dona Ana County  
New Mexico

May 24, 2012

Valid for 3 months

PRESENTED BY

**GENERAL  
CODE**

*Information made civil.*

Regional Representative

John Devine

Phone Number: 575-973-2896

Email: [jdevine@generalcode.com](mailto:jdevine@generalcode.com)

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## COMPANY DESCRIPTION

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General Code provides a variety of information management solutions to more than 2,700 local governments, educational and commercial organizations throughout the United States. We set the standard for improving document management processes, and are on the cutting-edge of technology, providing new and reliable tools to our customers to better serve their clients. We pride ourselves in our level of experience, our technical knowledge in the industry and our focus on the customer.

General Code is one of the leading Laserfiche value added resellers in the United States, offering more than twelve years of experience, coupled with an industry-leading service, integration, training and help desk team.

With Laserfiche at the center of your Enterprise Content Management Solution you get what nearly 30,000 other public and private organizations are already getting – the most powerful combination of electronic capture, storage and business process automation tools available today. We selected Laserfiche as our technology platform because of its open architecture, integration ability and the capacity to scale up as your demand for information sharing and access grows.

Every system designed and implemented by General Code fits your specific needs and requirements. Customization of your Enterprise Content Management Solution reduces the time and additional resources required to “adjust” or “optimize” a one-dimensional system.

As a values-based company we adhere to the principles outlined in our General Code. These guides for conduct are integral to building a comprehensive content management solution – one that leverages our 50 years of service to public organizations and governments of all sizes.

*Digital information must be designed and implemented in ways that support the success of the entire organization.*

*Our content management solutions must run on a platform that we believe in.*

*The quality of our service and support determines the ultimate value of the solution we develop.*

*Our content management solutions are based on the practical—if there is a better way to do something we will design and implement it.*

-THE GENERAL CODE-

### SITUATION ANALYSIS:

The City of Las Cruces began using Laserfiche in 2004 after an extensive review of the top Document Management solutions. The City and General Code began working together at this time and together we have continued to enhance and expand the Laserfiche System. Today, Laserfiche is deployed across 7 departments and 43 Laserfiche licenses support more than 50 staff members. Over the past 8 years more

than 1.5 million images have been archived in Laserfiche. Members of the public have also benefited from the Laserfiche investment. Through the use of WebLink citizens have 24/7 access to a variety of public documents.

The City of Las Cruces is now considering upgrading its Laserfiche System to the current version in order to ensure that the City is keeping up with all the technological and feature advances, and to avail itself of the true enterprise applicability of Laserfiche. In this way, the City will protect its investment in Laserfiche and be in an excellent position to continue to grow the use of Laserfiche throughout the City to its full Enterprise Content Management potential.

In addition to the best practice of upgrading to current technology, other specific needs/advantages that can be addressed by the upgrade are as follows:

- ✓ Immediately expand access to the system to members of the Executive Staff and their departmental administrative assistants. This will provide additional staff with the ability to search and retrieve information; engage in the automation of business processes or internal workflows; and use Laserfiche for Records Management.
- ✓ There is a need to automate the Records Management Process. While the City owns the Laserfiche Records Management Edition server, the capture and posting of records to the appropriate record series is cumbersome. Upgrading to Laserfiche Rio will make it considerably easier for the City to manage records. General Code has demonstrated the concept of Transparent Records Management (TRM) to the City Clerk and the Records Division. Implementing TRM will significantly automate the records management process. The process shares the burden of records management by having individual departments utilize an automated input process that takes advantage of Laserfiche Workflow, while the Records Manager oversees the cutoff and final disposition of the records in accordance with the records management plan.
- ✓ Update Laserfiche WebLink. Upgrading to the Laserfiche Rio public portal will provide 25 web based read only users. The public portal supports multiple installations of WebLink 8, so you can separate WebLink installations for different uses / security needs. For example, there could be a log-in for City Council members, and a public access profile for citizens with more limited access.
- ✓ The City would like to automate business processes throughout the City. As part of the training of your IT staff in mapping and creating Laserfiche workflows, a couple of "simple" workflows will be selected (in collaboration with the City) to work on during the training. These workflows will then be operable at the end of the training. From that point on, either the IT staff can map and create new workflows, or General Code can assist with these future efforts on a fee basis.
- ✓ Web Access. The City IT Department would like to add Web Access to the System upgrade. Laserfiche Web Access delivers enterprise-wide document management capabilities in a single installation. Using the Web Access "thin client," staff can search, retrieve and do virtually all "full user" functions, and have remote access through their web browser. Web Access will also lower overhead costs and increase efficiency while relieving the IT department of having to physically install and maintain software on

individual machines. The immediate plan calls for the majority of Laserfiche users to use Web Access except for the primary scanning users.

- ✓ **Mobile Devices.** Laserfiche Mobile (iPhone application, soon-to-be-released iPad app, and Web Access Light) is available for full-user remote device access and participation. For more details on this exciting functionality, go to <http://www.laserfiche.com/en-us/products/laserfiche-mobile>.

**GENERAL CODE OBLIGATION:**

In addition to the specifics noted in the Executive Summary, moving to Laserfiche Rio Enterprise Content Management will provide a true enterprise “backbone” for the City to easily expand to other areas and additional users.

Some of these on-going benefits the City will realize from upgrading its Laserfiche system are as follows:

Included with Laserfiche Rio is the powerful Laserfiche Workflow functionality. The City will begin implementing Laserfiche Workflow with the initial upgrade, but we encourage you to think about the many opportunities to implement this valuable Business Process Automation tool in future phases of the project. Laserfiche Workflow is built on the Windows Workflow Foundation, and the Laserfiche Workflow Designer provides an intuitive, graphical interface with an extensive “toolbox” of pre-built activities, in addition to providing you with the ability to design custom routing rules with an embedded editor supporting C# or VB.NET scripting.

Laserfiche Workflow is used by many for routing of documents or folders for review/approval, for “timing” notifications, for auto-filing or auto-naming of documents, for enforcing consistent processes/policies, and much more. Automating document-related business processes creates efficiencies for staff, has a dramatic effect on reducing storage space needs, and eliminates many paper and “click” charges.

Some of the many uses for Laserfiche Workflow are:

- Planning – Automating permit review process; auto-naming/filing
- Courts – Routing of case files and automating notifications
- Legal – Quick access to files, from the office or remotely, auto-filing and auto-naming of correspondence and case files, implementation of time-related “reminders” for action.
- Employee Relations/HR – In addition of secure storage of employee files (including extra levels of security for HIPPA and other compliance regulations, Laserfiche in HR environments is also excellent for routing of employment applications for preliminary HR review; to applicable hiring managers/committees; creating automated e-mails to applicants regarding status; automated filing based on status; automated routing of Personnel Action Forms (affecting the employee, department head, Payroll, Employee Relations); and automation of annual Open Enrollment process.
- Police – Laserfiche solutions store and manage case files – scanned paper, electronic documents, finger prints, photographs, audio, video and e-mail freeing up staff time consumed pulling records for investigations and court appearances. Laserfiche Workflow will streamline approval processes by routing reports to detectives, supervisors and command for multiple sign-offs. Laserfiche’s interoperability maximizes the value of existing infrastructure – allowing for the integration of RMS / CAD data with Laserfiche.
- City-wide – Automating of routing of bids and RFPs to appropriate reviewers; auto-filing of bids/RFPs not chosen; automatic creation/filing of contract/project files.
- City-wide – Handling of complaints (ensuring proper processes are followed, enhancing accountability and providing excellent customer service and turnaround).

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## LASERFICHE RIO SYSTEM OVERVIEW

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Laserfiche Rio combines comprehensive ECM functionality with powerful business process management (BPM), security and auditing tools, Laserfiche Rio provides a solid ECM infrastructure that:

- Manages your content.
- Grants the IT Department central control over standards, security and auditing.
- Gives individual departments flexibility to customize their filing structures, views and workflows

Laserfiche Rio integrates with your existing IT portfolio supporting intelligent decision making enterprise-wide.

With a fundamental design structure engineered to meet the needs of the IT Department, Laserfiche Rio is designed to be easy to purchase, easy to deploy, easy to support and easy to extend.

The Laserfiche Rio system includes:

- A **licensing server** to produce system licenses as you determine system topology based on your specific needs.
- Unlimited **Laserfiche content servers** that provide document imaging, document management and records management functionality as part of the core architecture – not through separate modules that are stacked together.
- A fully functional, **true thin-client interface** that does not require any software to be installed maintained or updated at the workstation level.
- The **Laserfiche Workflow system**, capable of automating business processes in high volume transactional environments, as well as customizing the way the system reacts to user input.
- A built-in **auditing solution** for security and compliance.
- DoD 5015.2-certified **Laserfiche Records Management Edition**, with integrated records management, security, auditing and reporting capabilities.
- **Production-level document capture and processing**, including a variety of image enhancements, data extraction and processing tools to automate document identification, indexing, classification and filing.
- Fully customizable, read-only **public Web ports**, with twenty-five public portal licenses.
- An **SDK** that includes COM, .NET and Java libraries, as well as an ADO.NET provider

Laserfiche Rio was developed specifically to meet the needs of organizations that view ECM technology as a foundational component of their technical infrastructure. With bundled functionality, unlimited content servers and its own licensing server, the system provides with unmatched deployment flexibility:

- **Scale easily from one hundred to hundreds of thousands of users.** Named user licenses with significant volume discounts simplify the procurement process, eliminating long requisitions and making budgeting for an enterprise deployment must easier.
- **Integrate with your existing IT portfolio.** As an open platform, Laserfiche Rio facilitates and encourages integration with line-of-business and legacy applications to solve transactional document problems and provide a rapid ROI.
- **Extend local flexibility.** No ECM system will offer centralized control over content if it isn't used. Laserfiche Rio is designed to provide centralization and standardization without compromising the flexibility and customization of information delivery required for defined business applications.
- **Configure, don't customize.** Configuration of Laserfiche Rio's standardized solutions leverage existing administration platforms—including Microsoft skill sets—and offer a lower total cost of ownership.
- **Maintain control over your ECM environment.** Support for virtualization, mirroring, test, development and other environments without the need to purchase additional software licenses puts you in complete control of system topology, high availability and recovery.
- **Grow with your organization.** Because needs change, Laserfiche Rio maintains flexibility to change system attributes even after release to production. Changes are made with the same intuitive tools used for initial configuration.

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## PRELIMINARY DOCUMENT MANAGEMENT PROJECT PLAN

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Upon completion of contract signing, the Project Manager will call you to review the Project Plan and discuss the following:

- Designate a main contact for the project
- Discuss the proposed schedule and set dates
- Determine any necessary hardware purchase, installation or configuration that must take place prior to the system installation and schedule completion of that work
- Confirm availability of required personnel, equipment and facilities
- Address any outstanding questions, concerns or issues

The Initial Design and System Implementation Phase will include the following:

- Installation and configuration of the main server components
- Installation and configuration of the named user licenses, including Laserfiche client software, Snapshot Plug-In and the E-mail functionality, and also includes scanner configuration and testing.
- Complete system testing of all installed components
- A file structure review and creation of a hierarchical tree structure designed to maximize efficient use of the document management system
- Discussion of file-naming conventions to be used in the document management system
- Establishment of an initial set of Templates (electronic index cards)
- Configuration of users, groups, and user rights
- Training for users
- Administrator training for up to two (2) people who will be responsible for administration of the system

### Version 8 Upgrade

Note: Remote data migration will occur the day before the scheduled on-site installation and training. The requirements for remote data migration are as follows:

- Server must meet the minimum specifications (see attached)
- Server must allow for internet access
- Server must be rebooted after completion of the installation of the Server Software (we must be notified if this will require an off-hour reboot)
- IT person must be on-site to assist
- Laserfiche database will be unavailable to users from the start of the installation until the start of training (up to 2 days)

Your server and database will be upgraded. In order to complete this upgrade you will need to provide our technical project manager a copy of your existing database files no later than 3 days before the scheduled installation.

In order to maintain the security that is currently implemented on your system you will need to provide a list of all the Laserfiche users, including user names, full names and a list of feature rights (scan, search, print, move, create, to name a few). In addition we will need a list of all of the folders in your database and users

who have access to these folders. All of this information must be provided to General Code no later than 1 week prior to the installation date

**Transparent Records Management Implementation:**

- Information clarification and gathering
- Template development
- Load retention schedule
- Build user folders
- Build Workflow for Transparent Records Management
- Records Manager training in records management functionality.

## INVESTMENT DETAIL & OPTIONS

*Hardware is not included in price.*

Line Item Description	Model #	Quantity	Unit Price	Total
<b>Base Software</b>				
Rio Named Full Users (100 Tier)	ENF01	100	\$700.00	\$70,000.00
Records Mgmt - Rio Named Full Users (100 Tier)	ERM	100	\$70.00	\$7,000.00
<b>Base Software Subtotal</b>				<b>\$77,000.00</b>
<b>Add-Ons/Plug-Ins</b>				
Rio - Plus for Publishing	PLUS2	2	\$3,800.00	\$7,600.00
Rio Scan Connect - 5 Pack	SC05	1	\$660.00	\$660.00
Rio Scan Connect - 10 Pack	SC10	1	\$915.00	\$915.00
Rio Public Portal - 25 WebLink-only retrieval connections	PPM25	1	\$25,000.00	\$25,000.00
<b>Add-Ons/Plug-Ins Subtotal</b>				<b>\$34,175.00</b>
<b>Support</b>				
LSAP Rio Named Full User w/SS & EM (100 Tier)	ENF01B	100	\$168.00	\$16,800.00
LSAP Rio RM Full Users (100 Tier)	ERMB	100	\$17.00	\$1,700.00
LSAP Rio Scan Connect - 5 Pack	SC05B	1	\$159.00	\$159.00
LSAP Rio - Plus for Publishing	PLUS2B	2	\$1,920.00	\$3,840.00
LSAP Rio Scan Connect - 10 Pack	SC10B	1	\$220.00	\$220.00
Rio Public Portal - 25 WebLink LSAP	PPM25B	1	\$6,000.00	\$6,000.00
<b>Support Subtotal</b>				<b>\$28,719.00</b>
<b>NM GRT</b>				<b>\$1,471.85</b>
<b>Support Total</b>				<b>\$30,190.85</b>
<b>Consultative Services</b>				
Workflow Consultative Services - Remote Training / Work	W-OF-S	2	\$1,000.00	\$2,000.00
Remote Services - Data Migration for Upgrade	RS03	16	\$125.00	\$2,000.00
Workflow Training - onsite	ON-B	2	\$1,500.00	\$3,000.00
TRM Consulting Days - In-Office	C-OF-S	2	\$1,000.00	\$2,000.00
On-Site Days Installation and Training (includes travel)	ON-B	8	\$1,500.00	\$12,000.00
Project Management	PM	15	\$100.00	\$1,500.00
TRM Consulting Days - On-Site (includes travel)	C-ON-B	2	\$1,500.00	\$3,000.00
<b>Consultative Services</b>				<b>\$25,500.00</b>
<b>NM GRT</b>				<b>\$1,306.88</b>
<b>Consultative Services Total</b>				<b>\$26,806.88</b>
<b>Adjustments</b>				
LF Software Upgrade Credit		1	(\$58,453.33)	(\$58,453.33)
<b>Adjustments Subtotal</b>				<b>(\$58,453.33)</b>
<b>Grand Total</b>				<b>\$109,719.40</b>

**Estimated annual LSAP fees after the included 1<sup>st</sup> year for the above configuration would be \$30,190.85 (includes GRT).**

**Optional Components:**

<b>Add-Ons/Plug-Ins</b>				
Rio Quick Fields - Complete Pkg	QCX	1	\$15,000.00	\$15,000.00
Rio Quick Fields Agent	QFA	1	\$10,000.00	\$10,000.00
<b>Add-Ons/Plug-Ins Subtotal</b>				<b>\$25,000.00</b>
<b>Support</b>				
LSAP Rio Quick Fields - Complete Pkg	QCXB	1	\$3,600.00	\$3,600.00
LSAP Rio Quick Fields Agent	QFAB	1	\$2,400.00	\$2,400.00
<b>Support Subtotal</b>				<b>\$6,000.00</b>
<b>NM GRT</b>				<b>\$307.50</b>
<b>Add-Ons/Plug-Ins Support Total</b>				<b>\$6,307.50</b>

**SOFTWARE ORDER, PAYMENT AND PERFORMANCE SCHEDULE**

All software components will be ordered upon receipt of authorization and shipped to customer. The software maintenance (annual support) will start upon delivery of software.

50% of the project price shall be invoiced upon receipt of software by the City.

50% of the project price shall be invoiced upon completion of the installation and training with a Net 30 day payment term.

## AUTHORIZATION & AGREEMENT

The City of Las Cruces, New Mexico hereby agrees to the procedures outlined above and General Code's Terms and Conditions listed in **Appendix D**, and authorizes General Code to proceed with the project.

<b>Electronic Document Management Solution</b>	<b>\$109,719.40</b>
<i>Estimated Annual support fee second year forward (LSAP): \$30,190.85</i>	

### OPTIONAL COMPONENTS

- |   |                     |
|---|---------------------|
| <input type="checkbox"/> <b>Rio Quick Fields – Complete Package</b> | <b>\$ 18,784.50</b> |
| <i>LSAP (Second year forward): \$3,784.50 (includes GRT)</i>        |                     |
| <input type="checkbox"/> <b>Rio Quickfields Agent</b>               | <b>\$ 10,523.00</b> |
| <i>LSAP (Second year forward): \$2,523.00 (includes GRT)</i>        |                     |

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**Estimated Total Investment with any selected options:** **\$ \_\_\_\_\_**

### CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

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

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

### GENERAL CODE, LLC

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

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

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

*Please sign, fax and mail this page to General Code at (585) 328-8189.  
A signed copy of this agreement will be mailed back to the municipality for its records.*

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## **APPENDIX A - PC AND SERVER SPECIFICATIONS**

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Please refer to the file **Laserfiche Hardware and Planning Specifications white paper** PDF that was previously sent to you.

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**APPENDIX B - DESCRIPTION OF RECOMMENDED COMPONENTS**


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<b>Laserfiche RIO</b>	<p>Laserfiche Rio is functionality and simplicity combined into an enterprise document/content management solution. Rio includes document management, business process management and Web publishing for your entire enterprise, all in one bundle. Rio's named-user licensing makes budgeting and purchasing easy—all you need to do is count the number of users. And with its tiered pricing structure, Rio becomes more affordable with increased number of users. As your organization grows, Rio scales easily to accommodate new departments and an expanding workforce. In addition to volume discounts on user licenses, Rio includes an unlimited number of servers, so you can create failover clusters, redundant servers, departmental servers, or whichever structure best fits the way your organization runs.</p> <p><b><u>Included:</u></b></p> <p><b>Laserfiche Automated Workflow Module:</b> The Laserfiche Automated Workflow Module is a robust component that facilitates the flow of documents. By automating the flow of documents and/or folders between users, work can be distributed to different users in an orderly and predetermined manner. The Laserfiche Automated Workflow Module also can help enforce timelines by sending e-mail notifications when routed items are inactive beyond a designated time or when documents arrive in certain folders.</p> <p>Laserfiche Workflow activities can be triggered by any activity within your Laserfiche database.</p> <p><b>Web Access</b> is a browser-based thin client offering virtually all of the document management capabilities of the thick client interface. Authorized users organization-wide can simultaneously access documents, whether they are accessing Laserfiche from their desks or a remote location.</p> <p>IT can add new users without installing software on individual workstations. Users access Laserfiche through a Web browser. Authorized users scan, index and otherwise manage documents with Web Access. Staff can also search, retrieve, create, move, rename and annotate documents from the Web.</p> <p>Web Access has real time access to the Laserfiche repository, which means that information input into Laserfiche is instantly available to all users, whether connected directly to your server, or using Web Access.</p> <p><b>Advanced Audit Trail</b> provides you with the ability to track activity</p>
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	<p>within your Laserfiche database (e.g., who accessed which document when, who input a document, who added pages, or moved a document, etc.). Advanced Audit Trail also tracks failed attempts to access or change content and allows custom auditing per trustee. It also tracks changes of rights to documents (who changed which rights), tracks search events, allows supplemental reasons for exporting, printing and e-mail, and supports tracking of printed documents via watermark. A built-in Report Wizard guides you through creating auditing reports and enables you to save frequently viewed reports. If you wish to create more advanced reports, you can also use 3rd party reporting software, such as Crystal Reports, with Audit Trail. Audit Trail is an excellent tool for an added level of security and/or for monitoring staff productivity</p>
<b>Named Users</b>	<p>Named users have the ability to utilize all of the features of the software, including scanning, importing, file and volume management, search and retrieval, annotations, e-mail routing and workflow participation, as applicable and as security rights permit. Additional named user licensees can be added at any time.</p> <p><b><u>Included:</u></b></p> <p><b>SnapShot Functionality:</b> The SnapShot functionality allows designated users the capability to print existing electronic files into the Laserfiche system directly rather than having to print them out and then scan them into the system.</p> <p><b>E-Mail Functionality:</b> The E-Mail Plug-in allows users to send Laserfiche documents as e-mail attachments to anyone using a MAPI-compatible E-mail system.</p>
<b>Laserfiche ScanConnect</b>	A software interface that allows Laserfiche to interface with a number of supported scanners using the ISIS communication standard.
<b>Laserfiche Public Portal License</b>	The Laserfiche Public Portal includes Laserfiche WebLink and concurrent WebLink read-only licenses. Laserfiche WebLink enables access to selected documents via a web browser (for internal or external access) without operator-heavy file conversion. The software converts your documents to HTML on the fly and provides instant access to them from a Web browser. Security is very important, and WebLink security will provide you with the assurance that public documents can be accessed globally, but that robust security will protect your sensitive documents.

<b>Laserfiche QuickFields Classify</b>	<b>Included with QuickFields Classify:</b>
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	<p><b>Basic Quick Fields</b> enhances and cleans up images, provides a location zoom to facilitate entering index data information, and streamlines document previewing. Basic QuickFields is the required foundation module for all advanced QuickFields components.</p> <p><b>Quick Fields Zone OCR</b> allows you to automatically extract index information from an image (rubberbanding capability to select a given area with the mouse). Zone OCR can capture machine-readable text from the designated zone to automatically populate key index fields, name documents and file in Laserfiche. Zone OCR is ideal for uniform documents, where the same spot on each contains relevant index information.</p> <p><b>Quick Fields Pattern Matching</b> identifies patterns or formats that recur (such as dates, initial letters, etc.) and allows extraction of certain data within that pattern. Pattern Matching also enhances the capture capability of Zone OCR. For example, Pattern Matching enables you to file documents in an alphabetic folder (e.g., "A", "B") based on the initial letter of a last name, or in a "year" field based on the last digits of a date.</p> <p><b>Quick Fields Bar-Code</b> helps in the scanning process by reading bar-codes to automatically break up large groups of documents and automating population of index fields. Bar-coding saves valuable time while maximizing the number of documents that can be processed daily.</p> <p><b>Quick Fields Document Classification</b> automates the processing of documents according to established classes of documents. This would be beneficial to you if you have a number of different forms that are used over and over and you want to scan in large batches of documents and let the computer sort them by type of form and process each according to rules that you have set up for that form. Document Classification is also useful for automating filing in subfolders.</p> <p><b>Quick Fields Real-Time Lookup</b> enables you to extract data from 3<sup>rd</sup> party databases to automatically populate Laserfiche template fields.</p>
<p><b>Laserfiche Quick Fields Core</b></p>	<p><b>Included with QuickFields Core:</b></p> <p><b>Basic Quick Fields</b> enhances and cleans up images, provides a location zoom to facilitate entering index data information, and streamlines document previewing. Basic QuickFields is the required foundation module for all advanced QuickFields components.</p> <p><b>Quick Fields Zone OCR</b> allows you to automatically extract index</p>

	<p>information from an image (rubberbanding capability to select a given area with the mouse). Zone OCR can capture machine-readable text from the designated zone to automatically populate key index fields, name documents and file in Laserfiche. Zone OCR is ideal for uniform documents, where the same spot on each contains relevant index information.</p> <p><b>Quick Fields Pattern Matching</b> identifies patterns or formats that recur (such as dates, initial letters, etc.) and allows extraction of certain data within that pattern. Pattern Matching also enhances the capture capability of Zone OCR. For example, Pattern Matching enables you to file documents in an alphabetic folder (e.g., "A", "B") based on the initial letter of a last name, or in a "year" field based on the last digits of a date.</p> <p><b>Quick Fields Bar-Code</b> helps in the scanning process by automatically breaking up large groups of documents and automating population of index fields. Bar-coding saves valuable time while maximizing the number of documents that can be processed daily.</p> <p><b>Quick Fields Real-Time Lookup</b> enables you to extract data from 3<sup>rd</sup> party databases to automatically populate Laserfiche template fields.</p>
<p><b>Laserfiche Quick Fields Context</b></p>	<p><b>Included with QuickFields Context:</b></p> <p><b>Basic Quick Fields</b> enhances and cleans up images, provides a location zoom to facilitate entering index data information, and streamlines document previewing. Basic QuickFields is the required foundation module for all advanced QuickFields components.</p> <p><b>Quick Fields Zone OCR</b> allows you to automatically extract index information from an image (rubberbanding capability to select a given area with the mouse). Zone OCR can capture machine-readable text from the designated zone to automatically populate key index fields, name documents and file in Laserfiche. Zone OCR is ideal for uniform documents, where the same spot on each contains relevant index information.</p> <p><b>Quick Fields Pattern Matching</b> identifies patterns or formats that recur (such as dates, initial letters, etc.) and allows extraction of certain data within that pattern. Pattern Matching also enhances the capture capability of Zone OCR. For example, Pattern Matching enables you to file documents in an alphabetic folder (e.g., "A", "B") based on the initial letter of a last name, or in a "year" field based on the last digits of a date.</p> <p><b>Quick Fields Bar-Code</b> helps in the scanning process by automatically</p>

	<p>breaking up large groups of documents and automating population of index fields. Bar-coding saves valuable time while maximizing the number of documents that can be processed daily.</p> <p><b>Quick Fields Real-Time Lookup</b> enables you to extract data from 3<sup>rd</sup> party databases to automatically populate Laserfiche template fields.</p> <p><b>Quick Fields Optical Mark Recognition</b> detects marks in form elements, such as checkboxes. Results can be used to populate index fields, determine document names, and where the document will be stored, etc.</p> <p><b>Quick Fields Auto Stamp/Redaction/Bates Numbering</b> is a powerful tool that can automatically apply annotations (redactions, highlights, personal stamps, sticky notes) to specified regions of a document, permanently affix stamped text or images to a processed document, or automatically apply Bates Numbering for evidentiary documents. The Auto Annotation can also redact, strike through, or underline a word, phrase or numerical pattern on pages according to patterns you specify (e.g., ###-##-#### for a social security number).</p> <p><b>Quick Fields Forms Registration</b> corrects misaligned forms to improve data extraction accuracy.</p> <p><b>Quick Fields Form Identification</b> automatically recognizes the form or document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.</p> <p><b>Quick fields Forms Extraction</b> improves data extraction by removing the forms structure, leaving only the information to be extracted and indexed.</p>
<p><b>Quick Fields Agent</b></p>	<p><b>Quick Fields Agent</b> is a powerful tool for automating your document processing. Used with Quick Fields functional components (such as Zone OCR, Bar Code Recognition, Real Time Lookup, etc.), Quick Fields Agent schedules Quick Fields sessions and runs them automatically at specified times. Processing can take place continuously, 24/7, since no one needs to start the session. Quick Fields Agent, through the use of the Laserfiche Capture Engine, can allow for centralized processing of documents. By having 1 Quick Fields Agent installed centrally, an organization can avoid cost and labor associated with having to have separate Quick Fields modules installed at multiple processing stations server.</p>
<p><b>RIO Records Management Edition</b></p>	<p>RIO Records Management is a turnkey solution for managing imaged, electronic, and physical (paper) records. Records Management is fully integrated within the Laserfiche interface, presenting a uniform look and feel to all users and simplifying the adherence to records management rules and</p>

	<p>policies. Records Management helps you to enforce consistent organization-wide records policies regardless of location or content, provides secure records tracking from cutoff to final destruction/disposition, and enables you to manage your paper records from the same application as your digital records. Records Management Edition (Laserfiche server software, Advanced Audit Trail and the Records Management Module) is one of the few software packages that have received Department of Defense records management standard 5015.2 certification. These standards have also been endorsed by the United States National Archives &amp; Records Administration (NARA).</p> <p><b>General Code implements "Transparent" Records Management</b> for our clients. Laserfiche Records Management Module enables the Records Manager to maintain records in appropriate Record Series folders and to perform all records management functions, such as cutoffs, freezing, etc., as appropriate. However, end users often wish to access these same records/documents in a different organization to efficiently accomplish their daily duties. This often results in "righteous friction" between the Records Manager and end users - Who gets to have the records/documents organized the way they want? Using "Transparent" Records Management (Laserfiche Records Management Module, Automated Workflow and Laserfiche Security), everyone can have the organization they need/want without interfering with the others' need. Also, with Transparent Records Management, end users can input documents into the system without knowing complicated records retention rules, and Laserfiche Automated Workflow will automatically route the original to the Records Management folders and shortcuts to the proper end user folder(s). See the attached whitepaper for a more detailed description of Laserfiche Transparent Records Management.</p>
<p><b>Laserfiche Plus Publishing</b></p>	<p>Plus Publishing gives you the ability to publish self-executable CD's or DVD's containing any documents included in your Laserfiche database, along with the Laserfiche viewing software. The CD's or DVD's created will contain the same easy-to-use folder structure and search capabilities as in your networked Laserfiche system. These CD's/DVD's can be accessed from a Windows PC having a CD/DVD drive - Laserfiche does not have to be installed on the PC used for viewing. This component provides an excellent method to archive inactive documents. In addition, having your documents and the programming on viewer CD's would provide continuity of operations in the event of a disaster or significant downtime of your server. Laserfiche Plus is also an excellent way to distribute documents to others.</p>

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## APPENDIX C - INSTALLATION, TRAINING AND SUPPORT

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### Pre-Installation Teleconference and Technical Review

Prior to the on-site installation and training, one of General Code's technicians will work with your technical staff or consultant to review the hardware and other technical requirements and ensure that all hardware is ready for the installation. We will also work with your designated contact person to establish the agenda for the on-site days.

### Customized, Hands-On Training

General Code provides practical hands-on training sessions to ensure that your users keep pace with "best practices" and that your Laserfiche system continues to provide your organization with the maximum efficiencies possible. Our training experts will come on-site to your facility and provide thorough training for your staff with manuals customized to your specific system and needs. Whether you are a new Laserfiche user or an existing user seeking refresher training, we pride ourselves on maintaining a team of trainers who can relate to users at any level of expertise.

**Our standard Laserfiche user training** covers the basic functions of the program and provides you with the necessary skills to put the system into immediate use. Based on the file organization and file naming structures that were determined by your organization, the training covers input, search and manipulation features using your documents to address file-organization and file-naming structures

**Administrator Training** covers the system administrative functions and typically takes place throughout the on-site sessions, as appropriate.

### Laserfiche Software Assurance Plan (LSAP)

**LSAP** is renewable on an annual basis and was created to deliver critical program updates and provide ongoing technical support for your Laserfiche document management system. With LSAP, you will always be confident that you are receiving the very best performance and quality possible.

#### **Technical Support:**

Technical Support covers all questions that might arise with your Laserfiche system should a technical issue arise. Technical Support covers the installation of software patches and minor upgrades as appropriate to address technical issues which render your current software inoperable.

The first line of technical support is via telephone, using our toll-free number (800-836-8834) or via e-mail at [lfsupport@generalcode.com](mailto:lfsupport@generalcode.com). With Basic LSAP service, technical support requests not immediately addressed will be acknowledged within 8 business hours, with the majority response times within two hours. General Code's support technician will discuss the issue with you. If there are more detailed diagnostics needed, the technician will log into your system remotely, using the Internet. In this way, the technician can see what the user is seeing, do diagnostics, and generally remedy the situation remotely during this initial contact. In situations that require additional research or work by the technician, we will let you know what still needs to be done and we'll provide you with a timeframe for getting back to you as well as a Case number for future reference. By providing remote diagnostics and remediation to our clients, we can provide you with quick resolution of your issues to keep you up and running.

All technical support issues (along with their resolution or current status) are logged into General Code's support database, and the current status of any open work order is available to you at any time during normal business hours by calling the Help Desk and providing your Case number. This log also enables all of our support technicians to know the history of your system, providing consistency and efficiency in our services to you.

#### **Software Patches and Upgrades:**

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In addition to receiving technical support, customers with a current LSAP contract will receive **critical program updates within the current version of Laserfiche**. This is extremely important because Laserfiche document-imaging systems are continuously improved to be even more powerful and efficient. You will receive routine system updates released by the manufacturer after a period of additional General Code in-house testing, as applicable. These patches and software upgrades are available for download at our FTP site. Customers are given the option of applying the patches themselves or having one of our Laserfiche technicians apply the patch remotely.

There is no additional cost for the installation of minor software updates or patches (typically called 'point releases'). Major software updates (typically called 'version releases') may have associated service charges to install, upgrade, or to migrate your Laserfiche software to the new major release level. Related training on new functionality of the upgraded software may also have associated service charges. Any additional charges will be outlined and quoted to you in advance.

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## APPENDIX D – TERMS AND CONDITIONS

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### GENERAL CODE, LLC. CONTENT MANAGEMENT SOLUTIONS

These Terms and Conditions, together with General Code, LLC's Proposal (the "Proposal") constitute a legal agreement between the Client/Licensee (Client) and General Code, LLC (General Code)

#### 1. Definitions.

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below.

Additional terms are defined throughout these Terms and Conditions.

- A. "Client Content" means any data, information, files, images, text or other content that may be provided by Client or its authorized users for use in conjunction with the Software or Services.
- B. "Services" means the services provided by General Code or its vendors pursuant to this agreement.
- C. "Software" means the software product or products delivered to Client pursuant to this agreement.

#### 2. Responsibility of General Code.

General Code shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." General Code shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the Client. Regardless of the Client's acceptance of completed materials when delivered, General Code shall correct errors found either by the Client or General Code. See "Warranties; Limitations" for General Code's liability for all services.

#### 3. Responsibility of Client.

The Client shall be responsible for the correctness and accuracy of the information it supplies to General Code, for providing General Code with timely decisions and answers to questions raised by General Code, for inclusion of sufficient funds in the budget to pay General Code for services, and for the prompt payment of invoices. The Client shall also be responsible for completing its work in accordance with the "Performance Schedule." Client is responsible for maintaining its user desktops and providing users network access to the Software. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. General Code shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Internet to access the Software. Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Client site and Software. Client shall provide accurate input information in the

manner reasonably prescribed by General Code in connection with the Software and Services provided under these Terms and Conditions. Client shall advise General Code of any changes to Client's operations, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall be responsible for establishing any merchant accounts necessary for credit card transactions, if applicable. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses. The Software or Services may contain links to other Internet sites owned by third parties. Client's use of each of those sites is subject to the conditions, if any, that each of those sites have posted. General Code has no control over those sites, and General Code and its suppliers are not responsible for any use of such sites or content on them.

#### **4. Variations from Standard Methods or Procedures.**

Variations from General Code's standard methods and procedures must be requested by the Client, in writing, specifying the exact nature of the desired variations. General Code will accommodate such variations wherever possible, with any additional charges for such variations, as determined by General Code and approved by the Client, to be paid by the Client.

#### **4. Payment Terms.**

- A. All invoices will be processed in accordance with the Payment Schedule set forth in the Proposal.
- B. Unless otherwise specified in the Payment Schedule, all payments shall be made within 30 days of receipt of the invoice/voucher. The Client shall not discount nor withhold any portion of the amount for any reason. General Code reserves the right to issue progress billings for services that span several months.
- C. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears. For Laserfiche® licensees, should late payment cause the Laserfiche Software Assurance Program (LSAP) to lapse, General Code reserves the right to charge, in addition to the original LSAP fee, a reinstatement fee that is equal to 10% of the annual LSAP fee times the number of months the payment was in arrears.

#### **5. Software.**

- A. Any Software being delivered pursuant to this agreement is being licensed to the Client pursuant to the applicable license agreement or agreements between the respective publishers of the software and the Client, attached hereto and made part hereof. The Client agrees that all terms, conditions and limitations set forth in such license agreement(s) shall apply to this agreement as it relates to the Software.

#### **6. Delivery of Completed Materials.**

General Code will deliver completed materials via USPS, UPS, motor freight, airfreight, FTP or whichever method offers the most efficient delivery at the time. Delivery, handling, packaging, insurance and/or shipping charges will be prepaid by General Code and added to the invoice/voucher for services to be paid by the Client.

#### **7. Support.**

- a. If this agreement includes support, General Code will provide online, telephone and e-mail support to Client as follows: General Code Product Support is available 9:00 a.m. to 5:00 p.m. U.S. Eastern Time,

Monday through Friday, excluding holidays. Support is not available after 3 p.m. U.S. Eastern Time the day before Thanksgiving, Christmas Eve, and New Year's Eve.

- b. If this agreement includes support, General Code will remotely install minor releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available at no charge during the term of this agreement. Major releases and upgrades of the Software will be available at no charge for the software, but additional service charges may apply.

#### **8. Intellectual Property Rights.**

All Software and Services are proprietary products and services and that all right, title and interest in and to the Software and Services, including all associated intellectual property rights, are and shall at all times remain with General Code and its third party vendors. The Software contains trade secret and proprietary information owned by General Code or its third party vendors and is protected by United States copyright laws and international trade provisions. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software, electronically or otherwise, for any purpose. Client hereby grants to General Code a nonexclusive right to use all Client Content as necessary solely for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions.

#### **9. Other Restrictions.**

Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity), or any portions thereof, to any third party, and any attempt to do so is null and void. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Software and Client Content shall not be used for any commercial purpose beyond the functionality driven by the Software. Client will not use the Software or Services to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; or (iv) constitute unauthorized entry to any machine accessible via the network. Client shall not interfere with or disrupt network users, services or equipment and will comply with the usage policies of General Code's suppliers.

#### **10. Client Conduct.**

General Code shall have no liability to Client or any third party arising out of or relating to:

1. Client's use of the Software or Services;
2. Any use or alleged use of Client's accounts or passwords by any person, whether or not authorized by Client;
3. The content, the quality, or the performance of Client Content;
4. Client's connection to the Services;
5. Client's violation of this agreement; or
6. Client's violation of the rights of any other person or entity.

**11. Term, Termination and Appropriations.**

Unless otherwise specific in the Contract, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof, renewed in writing at the request of the client.

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the Client, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to General Code.

In the event of termination, General Code shall be compensated for all services performed and costs incurred up to the effective date of termination for which General Code has not been previously compensated.

Upon receipt of notice of termination from the Client, General Code shall discontinue the SERVICES unless otherwise directed and upon final payment from the Client, deliver to the Client, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by General Code in the performance of this Agreement, whether completed or in process.

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Client for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Client, this Agreement shall terminate upon written notice given by the Client to General Code. The Client's, decision as to whether sufficient appropriations and authorizations exist shall be accepted by General Code and shall be final.

Section 3, 5, and 8 through 23 shall survive any expiration or termination of this agreement.

**12. Warranties; Limitations.**

- A. General Code warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. General Code's liability and the *Client's exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to* reperformance, at General Code's cost, of such service or deliverable. General Code's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the Client or (ii) work or services performed by others.
- B. General Code does not warrant that software will be error free or will operate uninterrupted. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. General Code's warranty obligations and the Client's remedies hereunder are solely and exclusively as stated herein.

- C. The limitations and protections against liability afforded General Code herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of General Code for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to General Code pursuant to this agreement. General Code shall not be liable to the Client or any other person or entity for lost profits, lost data, indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by the Client or others against General Code with respect to services unless such action or proceeding is commenced within one year after completion by General Code of the particular services to which such action or proceeding relates.

### **13. Responsibility of Client's Counsel.**

In conjunction with the services rendered by General Code and the work of the Client and General Code, any and all questions requiring legal advice or opinion, analysis of legislation for legal sufficiency, interpretation of cases or statute, etc., shall be directed by the Client and General Code to the Client's counsel. At the request of the Client or its counsel, General Code shall make available to the Client's counsel information in its possession relating to legal issues or opinions obtained during its work with other clients, as well as sample copies of legislation as requested by the Client.

### **14. Client Primary Contact.**

Client shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom General Code should communicate matters regarding the Software and Services, such as maintenance notifications, and who has the authority to make Services requests including release of Client data, both internally to General Code and to the Client, restoration of data, and other configuration changes.

### **15. System Monitoring.**

General Code will not systematically monitor Client Content, but General Code reserves the right to review Client Content from time to time at its discretion. General Code reserves the right to (a) disable access to or delete any Client Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Client Content under justified exigent circumstances, as such circumstances are determined in good faith by General Code. General Code also reserves the right to monitor, the use of the Software if Client is using excessive computing resources which are impacting the performance of the Software for other subscribers.

### **16. Changes.**

The Client may at any time request changes in the scope of this agreement. Moreover, General Code may suggest changes. Where changes are agreed to by the parties, General Code shall issue a Change Order for

the Client's review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. General Code shall not be required to implement any change until the Client has signed and returned the Change Order.

**17. Notices.**

All notices and other communications which are required or permitted to be given pursuant to this agreement shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

**18. Force Majeure.**

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, terrorism, elevated risk of terrorism, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

**19. Disclaimer of Association.**

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association that would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

**20. No Waiver.**

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

**21. Severability of Provisions.**

If any part of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this Agreement and shall be deemed to have never been a part of this Agreement and shall not affect the validity of the remainder of this Agreement.

**22. Entire Agreement.**

This agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter.

**23. Dispute Resolution.**

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

**24. Governing Law; Jurisdiction.**

This agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any choice of law doctrine (whether of the State of New Mexico's third judicial district court of Doña Ana County. In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses. Provided however, the parties have the contractual duty to attempt to resolve all contractual disputes as expeditiously and inexpensively as possible prior to instituting litigation in the above named court.

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# GENERAL CODE PROPOSAL *for*

## ENTERPRISE CONTENT MANAGEMENT SYSTEM UPGRADE CONTRACT

City of Las Cruces  
Dona Ana County  
New Mexico

May 24, 2012

Valid for 3 months

PRESENTED BY

**GENERAL  
CODE**

*Information made civil.*

Regional Representative  
John Devine  
Phone Number: 575-973-2896  
Email: [jdevine@generalcode.com](mailto:jdevine@generalcode.com)

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## COMPANY DESCRIPTION

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General Code provides a variety of information management solutions to more than 2,700 local governments, educational and commercial organizations throughout the United States. We set the standard for improving document management processes, and are on the cutting-edge of technology, providing new and reliable tools to our customers to better serve their clients. We pride ourselves in our level of experience, our technical knowledge in the industry and our focus on the customer.

General Code is one of the leading Laserfiche value added resellers in the United States, offering more than twelve years of experience, coupled with an industry-leading service, integration, training and help desk team.

With Laserfiche at the center of your Enterprise Content Management Solution you get what nearly 30,000 other public and private organizations are already getting – the most powerful combination of electronic capture, storage and business process automation tools available today. We selected Laserfiche as our technology platform because of its open architecture, integration ability and the capacity to scale up as your demand for information sharing and access grows.

Every system designed and implemented by General Code fits your specific needs and requirements. Customization of your Enterprise Content Management Solution reduces the time and additional resources required to “adjust” or “optimize” a one-dimensional system.

As a values-based company we adhere to the principles outlined in our General Code. These guides for conduct are integral to building a comprehensive content management solution – one that leverages our 50 years of service to public organizations and governments of all sizes.

*Digital information must be designed and implemented in ways that support the success of the entire organization.*

*Our content management solutions must run on a platform that we believe in.*

*The quality of our service and support determines the ultimate value of the solution we develop.*

*Our content management solutions are based on the practical—if there is a better way to do something we will design and implement it.*

**-THE GENERAL CODE-**

### SITUATION ANALYSIS:

The City of Las Cruces began using Laserfiche in 2004 after an extensive review of the top Document Management solutions. The City and General Code began working together at this time and together we have continued to enhance and expand the Laserfiche System. Today, Laserfiche is deployed across 7 departments and 43 Laserfiche licenses support more than 50 staff members. Over the past 8 years more

than 1.5 million images have been archived in Laserfiche. Members of the public have also benefited from the Laserfiche investment. Through the use of WebLink citizens have 24/7 access to a variety of public documents.

The City of Las Cruces is now considering upgrading its Laserfiche System to the current version in order to ensure that the City is keeping up with all the technological and feature advances, and to avail itself of the true enterprise applicability of Laserfiche. In this way, the City will protect its investment in Laserfiche and be in an excellent position to continue to grow the use of Laserfiche throughout the City to its full Enterprise Content Management potential.

In addition to the best practice of upgrading to current technology, other specific needs/advantages that can be addressed by the upgrade are as follows:

- ✓ Immediately expand access to the system to members of the Executive Staff and their departmental administrative assistants. This will provide additional staff with the ability to search and retrieve information; engage in the automation of business processes or internal workflows; and use Laserfiche for Records Management.
- ✓ There is a need to automate the Records Management Process. While the City owns the Laserfiche Records Management Edition server, the capture and posting of records to the appropriate record series is cumbersome. Upgrading to Laserfiche Rio will make it considerably easier for the City to manage records. General Code has demonstrated the concept of Transparent Records Management (TRM) to the City Clerk and the Records Division. Implementing TRM will significantly automate the records management process. The process shares the burden of records management by having individual departments utilize an automated input process that takes advantage of Laserfiche Workflow, while the Records Manager oversees the cutoff and final disposition of the records in accordance with the records management plan.
- ✓ Update Laserfiche WebLink. Upgrading to the Laserfiche Rio public portal will provide 25 web based read only users. The public portal supports multiple installations of WebLink 8, so you can separate WebLink installations for different uses / security needs. For example, there could be a log-in for City Council members, and a public access profile for citizens with more limited access.
- ✓ The City would like to automate business processes throughout the City. As part of the training of your IT staff in mapping and creating Laserfiche workflows, a couple of "simple" workflows will be selected (in collaboration with the City) to work on during the training. These workflows will then be operable at the end of the training. From that point on, either the IT staff can map and create new workflows, or General Code can assist with these future efforts on a fee basis.
- ✓ Web Access. The City IT Department would like to add Web Access to the System upgrade. Laserfiche Web Access delivers enterprise-wide document management capabilities in a single installation. Using the Web Access "thin client," staff can search, retrieve and do virtually all "full user" functions, and have remote access through their web browser. Web Access will also lower overhead costs and increase efficiency while relieving the IT department of having to physically install and maintain software on

individual machines. The immediate plan calls for the majority of Laserfiche users to use Web Access except for the primary scanning users.

- ✓ Mobile Devices. Laserfiche Mobile (iPhone application, soon-to-be-released iPad app, and Web Access Light) is available for full-user remote device access and participation. For more details on this exciting functionality, go to <http://www.laserfiche.com/en-us/products/laserfiche-mobile>.

#### **GENERAL CODE OBLIGATION:**

In addition to the specifics noted in the Executive Summary, moving to Laserfiche Rio Enterprise Content Management will provide a true enterprise “backbone” for the City to easily expand to other areas and additional users.

Some of these on-going benefits the City will realize from upgrading its Laserfiche system are as follows:

Included with Laserfiche Rio is the powerful Laserfiche Workflow functionality. The City will begin implementing Laserfiche Workflow with the initial upgrade, but we encourage you to think about the many opportunities to implement this valuable Business Process Automation tool in future phases of the project. Laserfiche Workflow is built on the Windows Workflow Foundation, and the Laserfiche Workflow Designer provides an intuitive, graphical interface with an extensive “toolbox” of pre-built activities, in addition to providing you with the ability to design custom routing rules with an embedded editor supporting C# or VB.NET scripting.

Laserfiche Workflow is used by many for routing of documents or folders for review/approval, for “timing” notifications, for auto-filing or auto-naming of documents, for enforcing consistent processes/policies, and much more. Automating document-related business processes creates efficiencies for staff, has a dramatic effect on reducing storage space needs, and eliminates many paper and “click” charges.

Some of the many uses for Laserfiche Workflow are:

- Planning – Automating permit review process; auto-naming/filing
- Courts – Routing of case files and automating notifications
- Legal – Quick access to files, from the office or remotely, auto-filing and auto-naming of correspondence and case files, implementation of time-related “reminders” for action.
- Employee Relations/HR – In addition of secure storage of employee files (including extra levels of security for HIPPA and other compliance regulations, Laserfiche in HR environments is also excellent for routing of employment applications for preliminary HR review; to applicable hiring managers/committees; creating automated e-mails to applicants regarding status; automated filing based on status; automated routing of Personnel Action Forms (affecting the employee, department head, Payroll, Employee Relations); and automation of annual Open Enrollment process.
- Police – Laserfiche solutions store and manage case files – scanned paper, electronic documents, finger prints, photographs, audio, video and e-mail freeing up staff time consumed pulling records for investigations and court appearances. Laserfiche Workflow will streamline approval processes by routing reports to detectives, supervisors and command for multiple sign-offs. Laserfiche’s interoperability maximizes the value of existing infrastructure – allowing for the integration of RMS / CAD data with Laserfiche.
- City-wide – Automating of routing of bids and RFPs to appropriate reviewers; auto-filing of bids/RFPs not chosen; automatic creation/filing of contract/project files.
- City-wide – Handling of complaints (ensuring proper processes are followed, enhancing accountability and providing excellent customer service and turnaround).

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## LASERFICHE RIO SYSTEM OVERVIEW

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Laserfiche Rio combines comprehensive ECM functionality with powerful business process management (BPM), security and auditing tools, Laserfiche Rio provides a solid ECM infrastructure that:

- Manages your content.
- Grants the IT Department central control over standards, security and auditing.
- Gives individual departments flexibility to customize their filing structures, views and workflows

Laserfiche Rio integrates with your existing IT portfolio supporting intelligent decision making enterprise-wide.

With a fundamental design structure engineered to meet the needs of the IT Department, Laserfiche Rio is designed to be easy to purchase, easy to deploy, easy to support and easy to extend.

The Laserfiche Rio system includes:

- A **licensing server** to produce system licenses as you determine system topology based on your specific needs.
- Unlimited **Laserfiche content servers** that provide document imaging, document management and records management functionality as part of the core architecture – not through separate modules that are stacked together.
- A fully functional, **true thin-client interface** that does not require any software to be installed maintained or updated at the workstation level.
- The **Laserfiche Workflow system**, capable of automating business processes in high volume transactional environments, as well as customizing the way the system reacts to user input.
- A built-in **auditing solution** for security and compliance.
- DoD 5015.2-certified **Laserfiche Records Management Edition**, with integrated records management, security, auditing and reporting capabilities.
- **Production-level document capture and processing**, including a variety of image enhancements, data extraction and processing tools to automate document identification, indexing, classification and filing.
- Fully customizable, read-only **public Web ports**, with twenty-five public portal licenses.
- An **SDK** that includes COM, .NET and Java libraries, as well as an ADO.NET provider

Laserfiche Rio was developed specifically to meet the needs of organizations that view ECM technology as a foundational component of their technical infrastructure. With bundled functionality, unlimited content servers and its own licensing server, the system provides with unmatched deployment flexibility:

- **Scale easily from one hundred to hundreds of thousands of users.** Named user licenses with significant volume discounts simplify the procurement process, eliminating long requisitions and making budgeting for an enterprise deployment must easier.
- **Integrate with your existing IT portfolio.** As an open platform, Laserfiche Rio facilitates and encourages integration with line-of-business and legacy applications to solve transactional document problems and provide a rapid ROI.
- **Extend local flexibility.** No ECM system will offer centralized control over content if it isn't used. Laserfiche Rio is designed to provide centralization and standardization without compromising the flexibility and customization of information delivery required for defined business applications.
- **Configure, don't customize.** Configuration of Laserfiche Rio's standardized solutions leverage existing administration platforms—including Microsoft skill sets—and offer a lower total cost of ownership.
- **Maintain control over your ECM environment.** Support for virtualization, mirroring, test, development and other environments without the need to purchase additional software licenses puts you in complete control of system topology, high availability and recovery.
- **Grow with your organization.** Because needs change, Laserfiche Rio maintains flexibility to change system attributes even after release to production. Changes are made with the same intuitive tools used for initial configuration.

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## PRELIMINARY DOCUMENT MANAGEMENT PROJECT PLAN

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Upon completion of contract signing, the Project Manager will call you to review the Project Plan and discuss the following:

- Designate a main contact for the project
- Discuss the proposed schedule and set dates
- Determine any necessary hardware purchase, installation or configuration that must take place prior to the system installation and schedule completion of that work
- Confirm availability of required personnel, equipment and facilities
- Address any outstanding questions, concerns or issues

The Initial Design and System Implementation Phase will include the following:

- Installation and configuration of the main server components
- Installation and configuration of the named user licenses, including Laserfiche client software, Snapshot Plug-In and the E-mail functionality, and also includes scanner configuration and testing.
- Complete system testing of all installed components
- A file structure review and creation of a hierarchical tree structure designed to maximize efficient use of the document management system
- Discussion of file-naming conventions to be used in the document management system
- Establishment of an initial set of Templates (electronic index cards)
- Configuration of users, groups, and user rights
- Training for users
- Administrator training for up to two (2) people who will be responsible for administration of the system

### Version 8 Upgrade

Note: Remote data migration will occur the day before the scheduled on-site installation and training. The requirements for remote data migration are as follows:

- Server must meet the minimum specifications (see attached)
- Server must allow for internet access
- Server must be rebooted after completion of the installation of the Server Software (we must be notified if this will require an off-hour reboot)
- IT person must be on-site to assist
- Laserfiche database will be unavailable to users from the start of the installation until the start of training (up to 2 days)

Your server and database will be upgraded. In order to complete this upgrade you will need to provide our technical project manager a copy of your existing database files no later than 3 days before the scheduled installation.

In order to maintain the security that is currently implemented on your system you will need to provide a list of all the Laserfiche users, including user names, full names and a list of feature rights (scan, search, print, move, create, to name a few). In addition we will need a list of all of the folders in your database and users

who have access to these folders. All of this information must be provided to General Code no later than 1 week prior to the installation date

**Transparent Records Management Implementation:**

- Information clarification and gathering
- Template development
- Load retention schedule
- Build user folders
- Build Workflow for Transparent Records Management
- Records Manager training in records management functionality.

## INVESTMENT DETAIL & OPTIONS

*Hardware is not included in price.*

Line Item Description	Model #	Quantity	Unit Price	Total
<b>Base Software</b>				
Rio Named Full Users (100 Tier)	ENF01	100	\$700.00	\$70,000.00
Records Mgmt - Rio Named Full Users (100 Tier)	ERM	100	\$70.00	\$7,000.00
<b>Base Software Subtotal</b>				<b>\$77,000.00</b>
<b>Add-Ons/Plug-Ins</b>				
Rio - Plus for Publishing	PLUS2	2	\$3,800.00	\$7,600.00
Rio Scan Connect - 5 Pack	SC05	1	\$660.00	\$660.00
Rio Scan Connect - 10 Pack	SC10	1	\$915.00	\$915.00
Rio Public Portal - 25 WebLink-only retrieval connections	PPM25	1	\$25,000.00	\$25,000.00
<b>Add-Ons/Plug-Ins Subtotal</b>				<b>\$34,175.00</b>
<b>Support</b>				
LSAP Rio Named Full User w/SS & EM (100 Tier)	ENF01B	100	\$168.00	\$16,800.00
LSAP Rio RM Full Users (100 Tier)	ERMB	100	\$17.00	\$1,700.00
LSAP Rio Scan Connect - 5 Pack	SC05B	1	\$159.00	\$159.00
LSAP Rio - Plus for Publishing	PLUS2B	2	\$1,920.00	\$3,840.00
LSAP Rio Scan Connect - 10 Pack	SC10B	1	\$220.00	\$220.00
Rio Public Portal - 25 WebLink LSAP	PPM25B	1	\$6,000.00	\$6,000.00
<b>Support Subtotal</b>				<b>\$28,719.00</b>
<b>NM GRT</b>				<b>\$1,471.85</b>
<b>Support Total</b>				<b>\$30,190.85</b>
<b>Consultative Services</b>				
Workflow Consultative Services - Remote Training / Work	W-OF-S	2	\$1,000.00	\$2,000.00
Remote Services - Data Migration for Upgrade	RS03	16	\$125.00	\$2,000.00
Workflow Training - onsite	ON-B	2	\$1,500.00	\$3,000.00
TRM Consulting Days - In-Office	C-OF-S	2	\$1,000.00	\$2,000.00
On-Site Days Installation and Training (includes travel)	ON-B	8	\$1,500.00	\$12,000.00
Project Management	PM	15	\$100.00	\$1,500.00
TRM Consulting Days - On-Site (includes travel)	C-ON-B	2	\$1,500.00	\$3,000.00
<b>Consultative Services</b>				<b>\$25,500.00</b>
<b>NM GRT</b>				<b>\$1,306.88</b>
<b>Consultative Services Total</b>				<b>\$26,806.88</b>
<b>Adjustments</b>				
LF Software Upgrade Credit		1	(\$58,453.33)	(\$58,453.33)
<b>Adjustments Subtotal</b>				<b>(\$58,453.33)</b>
<b>Grand Total</b>				<b>\$109,719.40</b>

**Estimated annual LSAP fees after the included 1<sup>st</sup> year for the above configuration would be \$30,190.85 (includes GRT).**

**Optional Components:**

<b>Add-Ons/Plug-Ins</b>				
Rio Quick Fields - Complete Pkg	QCX	1	\$15,000.00	\$15,000.00
Rio Quick Fields Agent	QFA	1	\$10,000.00	\$10,000.00
<b>Add-Ons/Plug-Ins Subtotal</b>				<b>\$25,000.00</b>
<b>Support</b>				
LSAP Rio Quick Fields - Complete Pkg	QCXB	1	\$3,600.00	\$3,600.00
LSAP Rio Quick Fields Agent	QFAB	1	\$2,400.00	\$2,400.00
<b>Support Subtotal</b>				<b>\$6,000.00</b>
<b>NM GRT</b>				<b>\$307.50</b>
<b>Add-Ons/Plug-Ins Support Total</b>				<b>\$6,307.50</b>

**SOFTWARE ORDER, PAYMENT AND PERFORMANCE SCHEDULE**

All software components will be ordered upon receipt of authorization and shipped to customer. The software maintenance (annual support) will start upon delivery of software.

50% of the project price shall be invoiced upon receipt of software by the City.

50% of the project price shall be invoiced upon completion of the installation and training with a Net 30 day payment term.

## AUTHORIZATION & AGREEMENT

The City of Las Cruces, New Mexico hereby agrees to the procedures outlined above and General Code's Terms and Conditions listed in **Appendix D**, and authorizes General Code to proceed with the project.

**Electronic Document Management Solution** **\$109,719.40**  
*Estimated Annual support fee second year forward (LSAP): \$30,190.85*

### OPTIONAL COMPONENTS

- Rio Quick Fields – Complete Package** **\$ 18,784.50**  
*LSAP (Second year forward): \$3,784.50 (includes GRT)*
- Rio Quickfields Agent** **\$ 10,523.00**  
*LSAP (Second year forward): \$2,523.00 (includes GRT)*

**Estimated Total Investment with any selected options:** **\$ \_\_\_\_\_**

### CITY OF LAS CRUCES, DONA ANA COUNTY, NEW MEXICO

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

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

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

### GENERAL CODE, LLC

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

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

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

*Please sign, fax and mail this page to General Code at (585) 328-8189.  
A signed copy of this agreement will be mailed back to the municipality for its records.*

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## **APPENDIX A - PC AND SERVER SPECIFICATIONS**

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Please refer to the file **Laserfiche Hardware and Planning Specifications white paper** PDF that was previously sent to you.

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## APPENDIX B - DESCRIPTION OF RECOMMENDED COMPONENTS

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<p><b>Laserfiche RIO</b></p>	<p>Laserfiche Rio is functionality and simplicity combined into an enterprise document/content management solution. Rio includes document management, business process management and Web publishing for your entire enterprise, all in one bundle. Rio's named-user licensing makes budgeting and purchasing easy—all you need to do is count the number of users. And with its tiered pricing structure, Rio becomes more affordable with increased number of users. As your organization grows, Rio scales easily to accommodate new departments and an expanding workforce. In addition to volume discounts on user licenses, Rio includes an unlimited number of servers, so you can create failover clusters, redundant servers, departmental servers, or whichever structure best fits the way your organization runs.</p> <p><b><u>Included:</u></b></p> <p><b>Laserfiche Automated Workflow Module:</b> The Laserfiche Automated Workflow Module is a robust component that facilitates the flow of documents. By automating the flow of documents and/or folders between users, work can be distributed to different users in an orderly and predetermined manner. The Laserfiche Automated Workflow Module also can help enforce timelines by sending e-mail notifications when routed items are inactive beyond a designated time or when documents arrive in certain folders.</p> <p>Laserfiche Workflow activities can be triggered by any activity within your Laserfiche database.</p> <p><b>Web Access</b> is a browser-based thin client offering virtually all of the document management capabilities of the thick client interface. Authorized users organization-wide can simultaneously access documents, whether they are accessing Laserfiche from their desks or a remote location.</p> <p>IT can add new users without installing software on individual workstations. Users access Laserfiche through a Web browser. Authorized users scan, index and otherwise manage documents with Web Access. Staff can also search, retrieve, create, move, rename and annotate documents from the Web.</p> <p>Web Access has real time access to the Laserfiche repository, which means that information input into Laserfiche is instantly available to all users, whether connected directly to your server, or using Web Access.</p> <p><b>Advanced Audit Trail</b> provides you with the ability to track activity</p>
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	<p>within your Laserfiche database (e.g., who accessed which document when, who input a document, who added pages, or moved a document, etc.). Advanced Audit Trail also tracks failed attempts to access or change content and allows custom auditing per trustee. It also tracks changes of rights to documents (who changed which rights), tracks search events, allows supplemental reasons for exporting, printing and e-mail, and supports tracking of printed documents via watermark. A built-in Report Wizard guides you through creating auditing reports and enables you to save frequently viewed reports. If you wish to create more advanced reports, you can also use 3rd party reporting software, such as Crystal Reports, with Audit Trail. Audit Trail is an excellent tool for an added level of security and/or for monitoring staff productivity</p>
<p><b>Named Users</b></p>	<p>Named users have the ability to utilize all of the features of the software, including scanning, importing, file and volume management, search and retrieval, annotations, e-mail routing and workflow participation, as applicable and as security rights permit. Additional named user licenses can be added at any time.</p> <p><b><u>Included:</u></b></p> <p><b>SnapShot Functionality:</b> The SnapShot functionality allows designated users the capability to print existing electronic files into the Laserfiche system directly rather than having to print them out and then scan them into the system.</p> <p><b>E-Mail Functionality:</b> The E-Mail Plug-in allows users to send Laserfiche documents as e-mail attachments to anyone using a MAPI-compatible E-mail system.</p>
<p><b>Laserfiche ScanConnect</b></p>	<p>A software interface that allows Laserfiche to interface with a number of supported scanners using the ISIS communication standard.</p>
<p><b>Laserfiche Public Portal License</b></p>	<p>The Laserfiche Public Portal includes Laserfiche WebLink and concurrent WebLink read-only licenses. Laserfiche WebLink enables access to selected documents via a web browser (for internal or external access) without operator-heavy file conversion. The software converts your documents to HTML on the fly and provides instant access to them from a Web browser. Security is very important, and WebLink security will provide you with the assurance that public documents can be accessed globally, but that robust security will protect your sensitive documents.</p>

<p><b>Laserfiche QuickFields Classify</b></p>	<p><b>Included with QuickFields Classify:</b></p>
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	<p><b>Basic Quick Fields</b> enhances and cleans up images, provides a location zoom to facilitate entering index data information, and streamlines document previewing. Basic QuickFields is the required foundation module for all advanced QuickFields components.</p> <p><b>Quick Fields Zone OCR</b> allows you to automatically extract index information from an image (rubberbanding capability to select a given area with the mouse). Zone OCR can capture machine-readable text from the designated zone to automatically populate key index fields, name documents and file in Laserfiche. Zone OCR is ideal for uniform documents, where the same spot on each contains relevant index information.</p> <p><b>Quick Fields Pattern Matching</b> identifies patterns or formats that recur (such as dates, initial letters, etc.) and allows extraction of certain data within that pattern. Pattern Matching also enhances the capture capability of Zone OCR. For example, Pattern Matching enables you to file documents in an alphabetic folder (e.g., "A", "B") based on the initial letter of a last name, or in a "year" field based on the last digits of a date.</p> <p><b>Quick Fields Bar-Code</b> helps in the scanning process by reading bar-codes to automatically break up large groups of documents and automating population of index fields. Bar-coding saves valuable time while maximizing the number of documents that can be processed daily.</p> <p><b>Quick Fields Document Classification</b> automates the processing of documents according to established classes of documents. This would be beneficial to you if you have a number of different forms that are used over and over and you want to scan in large batches of documents and let the computer sort them by type of form and process each according to rules that you have set up for that form. Document Classification is also useful for automating filing in subfolders.</p> <p><b>Quick Fields Real-Time Lookup</b> enables you to extract data from 3<sup>rd</sup> party databases to automatically populate Laserfiche template fields.</p>
<p><b>Laserfiche Quick Fields Core</b></p>	<p><b>Included with QuickFields Core:</b></p> <p><b>Basic Quick Fields</b> enhances and cleans up images, provides a location zoom to facilitate entering index data information, and streamlines document previewing. Basic QuickFields is the required foundation module for all advanced QuickFields components.</p> <p><b>Quick Fields Zone OCR</b> allows you to automatically extract index</p>

	<p>information from an image (rubberbanding capability to select a given area with the mouse). Zone OCR can capture machine-readable text from the designated zone to automatically populate key index fields, name documents and file in Laserfiche. Zone OCR is ideal for uniform documents, where the same spot on each contains relevant index information.</p> <p><b>Quick Fields Pattern Matching</b> identifies patterns or formats that recur (such as dates, initial letters, etc.) and allows extraction of certain data within that pattern. Pattern Matching also enhances the capture capability of Zone OCR. For example, Pattern Matching enables you to file documents in an alphabetic folder (e.g., "A", "B") based on the initial letter of a last name, or in a "year" field based on the last digits of a date.</p> <p><b>Quick Fields Bar-Code</b> helps in the scanning process by automatically breaking up large groups of documents and automating population of index fields. Bar-coding saves valuable time while maximizing the number of documents that can be processed daily.</p> <p><b>Quick Fields Real-Time Lookup</b> enables you to extract data from 3<sup>rd</sup> party databases to automatically populate Laserfiche template fields.</p>
<p><b>Laserfiche Quick Fields Context</b></p>	<p><b>Included with QuickFields Context:</b></p> <p><b>Basic Quick Fields</b> enhances and cleans up images, provides a location zoom to facilitate entering index data information, and streamlines document previewing. Basic QuickFields is the required foundation module for all advanced QuickFields components.</p> <p><b>Quick Fields Zone OCR</b> allows you to automatically extract index information from an image (rubberbanding capability to select a given area with the mouse). Zone OCR can capture machine-readable text from the designated zone to automatically populate key index fields, name documents and file in Laserfiche. Zone OCR is ideal for uniform documents, where the same spot on each contains relevant index information.</p> <p><b>Quick Fields Pattern Matching</b> identifies patterns or formats that recur (such as dates, initial letters, etc.) and allows extraction of certain data within that pattern. Pattern Matching also enhances the capture capability of Zone OCR. For example, Pattern Matching enables you to file documents in an alphabetic folder (e.g., "A", "B") based on the initial letter of a last name, or in a "year" field based on the last digits of a date.</p> <p><b>Quick Fields Bar-Code</b> helps in the scanning process by automatically</p>

	<p>breaking up large groups of documents and automating population of index fields. Bar-coding saves valuable time while maximizing the number of documents that can be processed daily.</p> <p><b>Quick Fields Real-Time Lookup</b> enables you to extract data from 3<sup>rd</sup> party databases to automatically populate Laserfiche template fields.</p> <p><b>Quick Fields Optical Mark Recognition</b> detects marks in form elements, such as checkboxes. Results can be used to populate index fields, determine document names, and where the document will be stored, etc.</p> <p><b>Quick Fields Auto Stamp/Redaction/Bates Numbering</b> is a powerful tool that can automatically apply annotations (redactions, highlights, personal stamps, sticky notes) to specified regions of a document, permanently affix stamped text or images to a processed document, or automatically apply Bates Numbering for evidentiary documents. The Auto Annotation can also redact, strike through, or underline a word, phrase or numerical pattern on pages according to patterns you specify (e.g., ###-##-#### for a social security number).</p> <p><b>Quick Fields Forms Registration</b> corrects misaligned forms to improve data extraction accuracy.</p> <p><b>Quick Fields Form Identification</b> automatically recognizes the form or document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.</p> <p><b>Quick fields Forms Extraction</b> improves data extraction by removing the forms structure, leaving only the information to be extracted and indexed.</p>
<p><b>Quick Fields Agent</b></p>	<p><b>Quick Fields Agent</b> is a powerful tool for automating your document processing. Used with Quick Fields functional components (such as Zone OCR, Bar Code Recognition, Real Time Lookup, etc.), Quick Fields Agent schedules Quick Fields sessions and runs them automatically at specified times. Processing can take place continuously, 24/7, since no one needs to start the session. Quick Fields Agent, through the use of the Laserfiche Capture Engine, can allow for centralized processing of documents. By having 1 Quick Fields Agent installed centrally, an organization can avoid cost and labor associated with having to have separate Quick Fields modules installed at multiple processing stations server.</p>
<p><b>RIO Records Management Edition</b></p>	<p>RIO Records Management is a turnkey solution for managing imaged, electronic, and physical (paper) records. Records Management is fully integrated within the Laserfiche interface, presenting a uniform look and feel to all users and simplifying the adherence to records management rules and</p>

	<p>policies. Records Management helps you to enforce consistent organization-wide records policies regardless of location or content, provides secure records tracking from cutoff to final destruction/disposition, and enables you to manage your paper records from the same application as your digital records. Records Management Edition (Laserfiche server software, Advanced Audit Trail and the Records Management Module) is one of the few software packages that have received Department of Defense records management standard 5015.2 certification. These standards have also been endorsed by the United States National Archives &amp; Records Administration (NARA).</p> <p><b>General Code implements "Transparent" Records Management</b> for our clients. Laserfiche Records Management Module enables the Records Manager to maintain records in appropriate Record Series folders and to perform all records management functions, such as cutoffs, freezing, etc., as appropriate. However, end users often wish to access these same records/documents in a different organization to efficiently accomplish their daily duties. This often results in "righteous friction" between the Records Manager and end users - Who gets to have the records/documents organized the way they want? Using "Transparent" Records Management (Laserfiche Records Management Module, Automated Workflow and Laserfiche Security), everyone can have the organization they need/want without interfering with the others' need. Also, with Transparent Records Management, end users can input documents into the system without knowing complicated records retention rules, and Laserfiche Automated Workflow will automatically route the original to the Records Management folders and shortcuts to the proper end user folder(s). See the attached whitepaper for a more detailed description of Laserfiche Transparent Records Management.</p>
<b>Laserfiche Plus Publishing</b>	<p>Plus Publishing gives you the ability to publish self-executable CD's or DVD's containing any documents included in your Laserfiche database, along with the Laserfiche viewing software. The CD's or DVD's created will contain the same easy-to-use folder structure and search capabilities as in your networked Laserfiche system. These CD's/DVD's can be accessed from a Windows PC having a CD/DVD drive - Laserfiche does not have to be installed on the PC used for viewing. This component provides an excellent method to archive inactive documents. In addition, having your documents and the programming on viewer CD's would provide continuity of operations in the event of a disaster or significant downtime of your server. Laserfiche Plus is also an excellent way to distribute documents to others.</p>

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## APPENDIX C - INSTALLATION, TRAINING AND SUPPORT

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### **Pre-Installation Teleconference and Technical Review**

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Prior to the on-site installation and training, one of General Code's technicians will work with your technical staff or consultant to review the hardware and other technical requirements and ensure that all hardware is ready for the installation. We will also work with your designated contact person to establish the agenda for the on-site days.

### **Customized, Hands-On Training**

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General Code provides practical hands-on training sessions to ensure that your users keep pace with "best practices" and that your Laserfiche system continues to provide your organization with the maximum efficiencies possible. Our training experts will come on-site to your facility and provide thorough training for your staff with manuals customized to your specific system and needs. Whether you are a new Laserfiche user or an existing user seeking refresher training, we pride ourselves on maintaining a team of trainers who can relate to users at any level of expertise.

**Our standard Laserfiche user training** covers the basic functions of the program and provides you with the necessary skills to put the system into immediate use. Based on the file organization and file naming structures that were determined by your organization, the training covers input, search and manipulation features using your documents to address file-organization and file-naming structures

**Administrator Training** covers the system administrative functions and typically takes place throughout the on-site sessions, as appropriate.

### **Laserfiche Software Assurance Plan (LSAP)**

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**LSAP** is renewable on an annual basis and was created to deliver critical program updates and provide ongoing technical support for your Laserfiche document management system. With LSAP, you will always be confident that you are receiving the very best performance and quality possible.

#### **Technical Support:**

Technical Support covers all questions that might arise with your Laserfiche system should a technical issue arise. Technical Support covers the installation of software patches and minor upgrades as appropriate to address technical issues which render your current software inoperable.

The first line of technical support is via telephone, using our toll-free number (800-836-8834) or via e-mail at [lfsupport@generalcode.com](mailto:lfsupport@generalcode.com). With Basic LSAP service, technical support requests not immediately addressed will be acknowledged within 8 business hours, with the majority response times within two hours. General Code's support technician will discuss the issue with you. If there are more detailed diagnostics needed, the technician will log into your system remotely, using the Internet. In this way, the technician can see what the user is seeing, do diagnostics, and generally remedy the situation remotely during this initial contact. In situations that require additional research or work by the technician, we will let you know what still needs to be done and we'll provide you with a timeframe for getting back to you as well as a Case number for future reference. By providing remote diagnostics and remediation to our clients, we can provide you with quick resolution of your issues to keep you up and running.

All technical support issues (along with their resolution or current status) are logged into General Code's support database, and the current status of any open work order is available to you at any time during normal business hours by calling the Help Desk and providing your Case number. This log also enables all of our support technicians to know the history of your system, providing consistency and efficiency in our services to you.

#### **Software Patches and Upgrades:**

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In addition to receiving technical support, customers with a current LSAP contract will receive **critical program updates within the current version of Laserfiche**. This is extremely important because Laserfiche document-imaging systems are continuously improved to be even more powerful and efficient. You will receive routine system updates released by the manufacturer after a period of additional General Code in-house testing, as applicable. These patches and software upgrades are available for download at our FTP site. Customers are given the option of applying the patches themselves or having one of our Laserfiche technicians apply the patch remotely.

There is no additional cost for the installation of minor software updates or patches (typically called 'point releases'). Major software updates (typically called 'version releases') may have associated service charges to install, upgrade, or to migrate your Laserfiche software to the new major release level. Related training on new functionality of the upgraded software may also have associated service charges. Any additional charges will be outlined and quoted to you in advance.

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## APPENDIX D – TERMS AND CONDITIONS

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### GENERAL CODE, LLC. CONTENT MANAGEMENT SOLUTIONS

These Terms and Conditions, together with General Code, LLC's Proposal (the "Proposal") constitute a legal agreement between the Client/Licensee (Client) and General Code, LLC (General Code)

#### 1. Definitions.

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below.

Additional terms are defined throughout these Terms and Conditions.

- A. "Client Content" means any data, information, files, images, text or other content that may be provided by Client or its authorized users for use in conjunction with the Software or Services.
- B. "Services" means the services provided by General Code or its vendors pursuant to this agreement.
- C. "Software" means the software product or products delivered to Client pursuant to this agreement.

#### 2. Responsibility of General Code.

General Code shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." General Code shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the Client. Regardless of the Client's acceptance of completed materials when delivered, General Code shall correct errors found either by the Client or General Code. See "Warranties; Limitations" for General Code's liability for all services.

#### 3. Responsibility of Client.

The Client shall be responsible for the correctness and accuracy of the information it supplies to General Code, for providing General Code with timely decisions and answers to questions raised by General Code, for inclusion of sufficient funds in the budget to pay General Code for services, and for the prompt payment of invoices. The Client shall also be responsible for completing its work in accordance with the "Performance Schedule." Client is responsible for maintaining its user desktops and providing users network access to the Software. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. General Code shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Internet to access the Software. Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Client site and Software. Client shall provide accurate input information in the

manner reasonably prescribed by General Code in connection with the Software and Services provided under these Terms and Conditions. Client shall advise General Code of any changes to Client's operations, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall be responsible for establishing any merchant accounts necessary for credit card transactions, if applicable. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses. The Software or Services may contain links to other Internet sites owned by third parties. Client's use of each of those sites is subject to the conditions, if any, that each of those sites have posted. General Code has no control over those sites, and General Code and its suppliers are not responsible for any use of such sites or content on them.

#### **4. Variations from Standard Methods or Procedures.**

Variations from General Code's standard methods and procedures must be requested by the Client, in writing, specifying the exact nature of the desired variations. General Code will accommodate such variations wherever possible, with any additional charges for such variations, as determined by General Code and approved by the Client, to be paid by the Client.

#### **4. Payment Terms.**

- A. All invoices will be processed in accordance with the Payment Schedule set forth in the Proposal.
- B. Unless otherwise specified in the Payment Schedule, all payments shall be made within 30 days of receipt of the invoice/voucher. The Client shall not discount nor withhold any portion of the amount for any reason. General Code reserves the right to issue progress billings for services that span several months.
- C. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears. For Laserfiche® licensees, should late payment cause the Laserfiche Software Assurance Program (LSAP) to lapse, General Code reserves the right to charge, in addition to the original LSAP fee, a reinstatement fee that is equal to 10% of the annual LSAP fee times the number of months the payment was in arrears.

#### **5. Software.**

- A. Any Software being delivered pursuant to this agreement is being licensed to the Client pursuant to the applicable license agreement or agreements between the respective publishers of the software and the Client, attached hereto and made part hereof. The Client agrees that all terms, conditions and limitations set forth in such license agreement(s) shall apply to this agreement as it relates to the Software.

#### **6. Delivery of Completed Materials.**

General Code will deliver completed materials via USPS, UPS, motor freight, airfreight, FTP or whichever method offers the most efficient delivery at the time. Delivery, handling, packaging, insurance and/or shipping charges will be prepaid by General Code and added to the invoice/voucher for services to be paid by the Client.

#### **7. Support.**

- a. If this agreement includes support, General Code will provide online, telephone and e-mail support to Client as follows: General Code Product Support is available 9:00 a.m. to 5:00 p.m. U.S. Eastern Time,

Monday through Friday, excluding holidays. Support is not available after 3 p.m. U.S. Eastern Time the day before Thanksgiving, Christmas Eve, and New Year's Eve.

- b. If this agreement includes support, General Code will remotely install minor releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available at no charge during the term of this agreement. Major releases and upgrades of the Software will be available at no charge for the software, but additional service charges may apply.

#### **8. Intellectual Property Rights.**

All Software and Services are proprietary products and services and that all right, title and interest in and to the Software and Services, including all associated intellectual property rights, are and shall at all times remain with General Code and its third party vendors. The Software contains trade secret and proprietary information owned by General Code or its third party vendors and is protected by United States copyright laws and international trade provisions. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software, electronically or otherwise, for any purpose. Client hereby grants to General Code a nonexclusive right to use all Client Content as necessary solely for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions.

#### **9. Other Restrictions.**

Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity), or any portions thereof, to any third party, and any attempt to do so is null and void. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Software and Client Content shall not be used for any commercial purpose beyond the functionality driven by the Software. Client will not use the Software or Services to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; or (iv) constitute unauthorized entry to any machine accessible via the network. Client shall not interfere with or disrupt network users, services or equipment and will comply with the usage policies of General Code's suppliers.

#### **10. Client Conduct.**

General Code shall have no liability to Client or any third party arising out of or relating to:

1. Client's use of the Software or Services;
2. Any use or alleged use of Client's accounts or passwords by any person, whether or not authorized by Client;
3. The content, the quality, or the performance of Client Content;
4. Client's connection to the Services;
5. Client's violation of this agreement; or
6. Client's violation of the rights of any other person or entity.

**11. Term, Termination and Appropriations.**

Unless otherwise specific in the Contract, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof, renewed in writing at the request of the client.

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the Client, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to General Code.

In the event of termination, General Code shall be compensated for all services performed and costs incurred up to the effective date of termination for which General Code has not been previously compensated.

Upon receipt of notice of termination from the Client, General Code shall discontinue the SERVICES unless otherwise directed and upon final payment from the Client, deliver to the Client, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by General Code in the performance of this Agreement, whether completed or in process.

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Client for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Client, this Agreement shall terminate upon written notice given by the Client to General Code. The Client's, decision as to whether sufficient appropriations and authorizations exist shall be accepted by General Code and shall be final.

Section 3, 5, and 8 through 23 shall survive any expiration or termination of this agreement.

**12. Warranties; Limitations.**

- A. General Code warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. General Code's liability and the *Client's exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to* reperformance, at General Code's cost, of such service or deliverable. General Code's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the Client or (ii) work or services performed by others.
- B. General Code does not warrant that software will be error free or will operate uninterrupted. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. General Code's warranty obligations and the Client's remedies hereunder are solely and exclusively as stated herein.

- C. The limitations and protections against liability afforded General Code herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of General Code for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to General Code pursuant to this agreement. General Code shall not be liable to the Client or any other person or entity for lost profits, lost data, indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by the Client or others against General Code with respect to services unless such action or proceeding is commenced within one year after completion by General Code of the particular services to which such action or proceeding relates.

### **13. Responsibility of Client's Counsel.**

In conjunction with the services rendered by General Code and the work of the Client and General Code, any and all questions requiring legal advice or opinion, analysis of legislation for legal sufficiency, interpretation of cases or statute, etc., shall be directed by the Client and General Code to the Client's counsel. At the request of the Client or its counsel, General Code shall make available to the Client's counsel information in its possession relating to legal issues or opinions obtained during its work with other clients, as well as sample copies of legislation as requested by the Client.

### **14. Client Primary Contact.**

Client shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom General Code should communicate matters regarding the Software and Services, such as maintenance notifications, and who has the authority to make Services requests including release of Client data, both internally to General Code and to the Client, restoration of data, and other configuration changes.

### **15. System Monitoring.**

General Code will not systematically monitor Client Content, but General Code reserves the right to review Client Content from time to time at its discretion. General Code reserves the right to (a) disable access to or delete any Client Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Client Content under justified exigent circumstances, as such circumstances are determined in good faith by General Code. General Code also reserves the right to monitor, the use of the Software if Client is using excessive computing resources which are impacting the performance of the Software for other subscribers.

### **16. Changes.**

The Client may at any time request changes in the scope of this agreement. Moreover, General Code may suggest changes. Where changes are agreed to by the parties, General Code shall issue a Change Order for

the Client's review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. General Code shall not be required to implement any change until the Client has signed and returned the Change Order.

**17. Notices.**

All notices and other communications which are required or permitted to be given pursuant to this agreement shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

**18. Force Majeure.**

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, terrorism, elevated risk of terrorism, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

**19. Disclaimer of Association.**

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association that would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

**20. No Waiver.**

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

**21. Severability of Provisions.**

If any part of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this Agreement and shall be deemed to have never been a part of this Agreement and shall not affect the validity of the remainder of this Agreement.

**22. Entire Agreement.**

This agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter.

**23. Dispute Resolution.**

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

**24. Governing Law; Jurisdiction.**

This agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any choice of law doctrine (whether of the State of New Mexico's third judicial district court of Doña Ana County. In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses. Provided however, the parties have the contractual duty to attempt to resolve all contractual disputes as expeditiously and inexpensively as possible prior to instituting litigation in the above named court.