TIPS VENDOR AGREEMENT

Between Function 4 **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 180503 Software

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "$0" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.
Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.
Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements
No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned company.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements
The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission

Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement.
Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation
If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience
TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures
Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement
If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses
Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation
If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.
Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.
Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg,TX,75686.
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ people besides the owners **AND** provide ON-SITE services or on-site delivery, not just goods.	$1,000,000
Umbrella Liability	$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the

contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s).
Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Agreement**: It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Daily Order Confirmation**: All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- **Back Ordered Products**: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 180503 Software

Company Name Function 4

Address 12560 Reed Rd. Suite

City Sugar Land State TX Zip 77478

Phone 281-565-1100 Fax 281-565-1188

Email of Authorized Representative byocum@function-4.com

Name of Authorized Representative Bradley Yocum

Title Director

Signature of Authorized Representative Bradley Yocum

Date 6-15-18

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date 7/17/18

The Interlocal Purchasing System (TIPS Cooperative)
Supplier Response

Bid Information

Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer
Email	rick.powell@tips-usa.com
Phone	(903) 575-2689 x
Fax	
Bid Number	180503 Addendum 2
Title	Software
Bid Type	RFP
Issue Date	5/3/2018 08:00 AM (CT)
Close Date	6/15/2018 03:00:00 PM (CT)

Contact Information

Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686
Contact	Kristie Collins, Contracts Compliance Specialist
Department	
Building	
Floor/Room	
Telephone	+1 (866) 839-8477 x
Fax	+1 (866) 839-8472 x
Email	bids@tips-usa.com

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Function4
Address	12560 Reed Rd Sugar Land, TX 77478
Contact	
Department	
Building	
Floor/Room	
Telephone	(832) 608-0263
Fax	
Email	
Submitted	6/15/2018 02:17:22 PM (CT)
Total	$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Bradley Yocum

Email byocum@function-4.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes
Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the ”Response Attachments” D/M/WBE CERTIFICATES section.	NO
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the “Response Attachments” HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Fuction4 provides innovative technologies and advanced strategies to improve our clients' business processes. We do this with a combination of hardware, software applications and professional services.
6	Primary Contact Name	Primary Contact Name	Bradley Yocum
7	Primary Contact Title	Primary Contact Title	Director
8	Primary Contact Email	Primary Contact Email	byocum@function-4.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281-276-1115
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281-565-1188
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	713-438-5436
12	Secondary Contact Name	Secondary Contact Name	Bill Patsouras
13	Secondary Contact Title	Secondary Contact Title	Partner
14	Secondary Contact Email	Secondary Contact Email	bpatsouras@function-4.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281-276-1104
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281-565-1188

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281-723-5893
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Alicia Juneau
19	Admin Fee Contact Email	Admin Fee Contact Email	ajuneau@function-4.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281-276-1107
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Alicia Juneau
22	Purchase Order Contact Email	Purchase Order Contact Email	ajuneau@function-4.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	281-276-1107
24	Company Website	Company Website (Format - www.company.com)	function-4.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	47-1390413
26	Primary Address	Primary Address	12560 Reed Rd. Suite 200
27	Primary Address City	Primary Address City	Sugar Land
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TS
29	Primary Address Zip	Primary Address Zip	77478
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Software, IT Managed Services, Managed Print Services, Printers, Copiers, Cloud Phone Systems, Cloud Storage, Information Security, Telecommunications
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Sugar Land
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas

35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	25%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes

43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	5
45	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	25
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the ”Response Attachments” RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

50	Texas HB 89- Texas Government code §2270 compliance	Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. The relevant section addressed by this form reads as follows: Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8. FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL. I swear and affirm that the above is true and correct by a "YES" response.	YES
51	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf Do you have any conflicts under this statutory requirement?	No
52	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	Yes
53	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
54	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	

55	Antitrust Certification Statements (Tex. Government Code § 2155.005)	By submission of this bid or proposal, the Bidder certifies that: I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.	(No Response Required)

56	Suspension or Debarment Instructions	Instructions for Certification: 1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this	(No Response Required)

		transaction originated may pursue available remedies, including suspension and / or debarment.	
57	Suspension or Debarment Certification	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. By submitting this offer and certifying this section, this bidder: Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.	Yes
58	Non-Discrimination Statement and Certification	In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender. Not a negotiable term. Failure to agree will render your	Yes

		proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.	
59	2 CFR PART 200 Contract Provisions Explanation	Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds. The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.	(No Response Required)
60	2 CFR PART 200 Contracts	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree?	Yes
61	2 CFR PART 200 Termination	Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree?	Yes

62	2 CFR PART 200 Clean Air Act	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?	Yes
63	2 CFR PART 200 Byrd Anti-Lobbying Amendment	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?	Yes
64	2 CFR PART 200 Federal Rule	Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?	Yes
66	Certification Regarding Lobbying	Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.	I HAVE NOT Lobbied per above
67	If you answered "I HAVE lobbied per above to the previous question.	IF you answered "I HAVE lobbied" per above Attribute #66, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.	(No Response Required)

68	Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.	Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?	NO
69	YES or NO	If yes to #68 OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.	YES
70	Indemnification	The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."	Yes

		Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?	
71	Remedies	The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?	Yes, I Agree
72	Remedies Explanation of No Answer		
73	Choice of Law	This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?	Yes

74	Jurisdiction and Service of Process	Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?	Yes
75	Alternative Dispute Resolution	Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost. Do you agree to these terms?	Yes, I Agree
76	Alternative Dispute Resolution Explanation of No Answer		
77	Infringement(s)	The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor’s performance of contracts awarded and approved. Do you agree to these terms?	Yes, I Agree
78	Infringement(s) Explanation of No Answer		

79	Acts or Omissions	The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Do you agree to these terms?	Yes, I Agree
80	Acts or Omissions Explanation of No Answer		
81	Contract Governance	Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.	Yes
82	Payment Terms and Funding Out Clause	Payment Terms: TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member. Funding Out Clause: Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?	Yes
83	Insurance and Fingerprint Requirements Information	Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have ”covered” employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent	(No Response Required)

		School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees	
84	Texas Education Code Chapter 22 Contractor Certification for Contractor Employees	Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. I certify that: NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. OR SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history. (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days. (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees. (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.	None

85	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.	(No Response Required)
86	Long Term Cost Evaluation Criterion # 4.	READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.	increases will be 5% or less annually per question

87	Texas Government Code 2270 Verification Form	Texas Government Code 2270 Verification Form Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq. The relevant section addressed by this form reads as follows: Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North Pittsburg,TX,75686 verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity. AND our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf I swear and affirm that the above is true and correct.	YES
88	Logos and other company marks	Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred Potential uses of company logo: * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)	(No Response Required)
89	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes

90	Solicitation Exceptions/Deviations Explanation	If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.	
91	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
92	Agreement Exceptions/Deviations Explanation	If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.	
93	Felony Conviction Notice	Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question. Select A., B. or C. A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.	B. Firm not owned nor operated by felon; per above
94	If you answered C. My Firm is owned or operated by a felon to #93, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.	If you answered C. My Firm is owned or operated by a felon to #93, you must provide the following information. 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of Conviction(s).	

Line Items

Response Total:	$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	**VALID EMAIL IS REQUIRED**	Phone
Lumberton Independent School District	Daniel Cazares	dcazares@lumberton.k12.tx.us	409-923-7508
Orangefield Independent School District	Jennifer Gauthier	jgauthier@orangefieldisd.net	409-734-8606
Jefferson County	Deb Syphrett	syphrett@co.jefferson.tx.us	409-835-8599
Chambers County	George Barrera	gbarrera@co.chambers.tx.us	409-267-2448
Cleveland Independent School District	James Gonzales	jgonzales@clevelandisd.org	281-592-8717
Lamar Consolidated Independent School District	Jorge Carmona	jcarmona@lcisd.org	832-223-0343
Clear Creek Independent School District	Linda Bertram	lbertram@ccisd.net	281-284-0216
Galveston Independent School District	Cay Surman	CaySurman@gisd.org	409-766-5158
Dickinson Independent School District	Stephanie Galonek	sgalonek@dickinsonisd.org	281-229-6100

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Function 4 LLC
(Name of Corporation)

William Patsouras **certify that I am the Secretary of the Corporation**
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Bradley Yocum
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Director of Sales
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

SIGNATURE

6/15/2018
DATE

Insert TIPS RFP# 180503

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission**. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and *DO NOT* desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

_____

Name of company claiming confidential status of material

_____

Printed Name and Title of authorized company officer claiming confidential status of material

_____

Address **City** **State** **ZIP** **Phone**

ATTACHED ARE COPIES OF_____PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature_____Date _____

OR_____

If you do not claim any of your proposal to be confidential, complete the section below only.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Bradley Yocum Director

Printed Name authorized company officer **Title of authorized company officer**

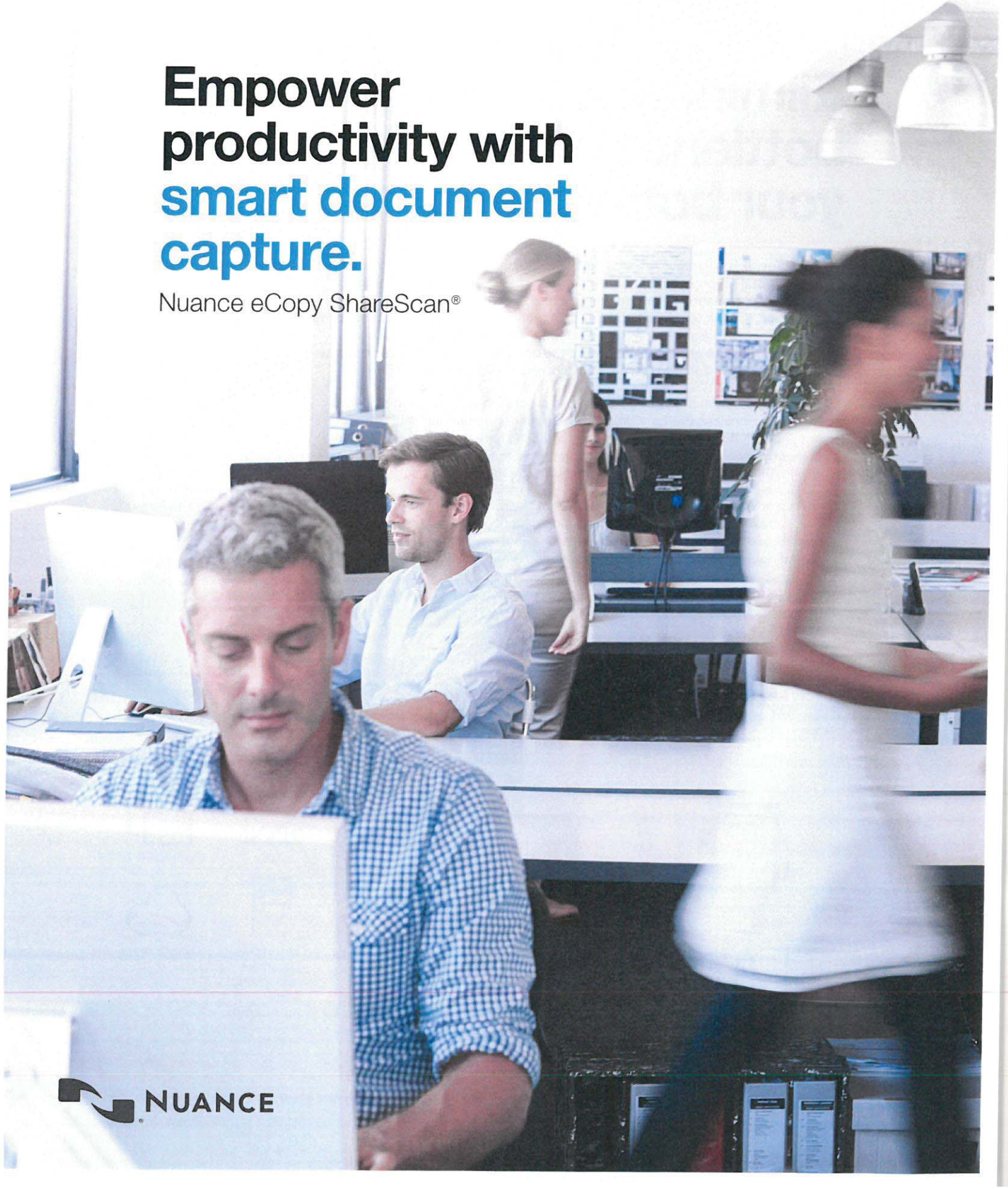
12560 Reed Rd Sugar Land TX, 77479 281-565-1100

Address City State ZIP Phone

Signature Brady Yocum Date 6-15-18

Empower productivity with smart document capture.

Nuance eCopy ShareScan®



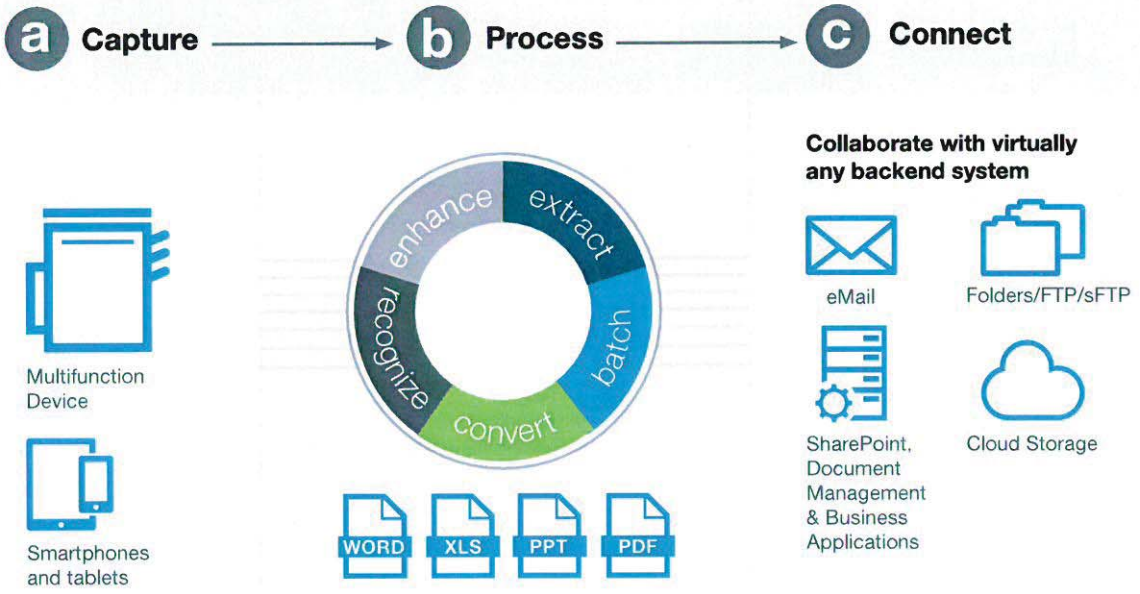
NUANCE

Eliminate document bottlenecks. Improve your bottom line.

Even as organizations move toward electronic transactions, documents are often printed, annotated, copied and communicated via PDF and paper documents. Paper-based information is hard to manage and expensive. PDF documents are inflexible and difficult to edit without the right tools. Inefficient document handling can slow your business down and prevent you from closing sales, solving a customer problem or getting products out the door. Those bottlenecks cost your organization money and waste time. It may even be costing you customers.

You have access to mobile devices with high resolution cameras and powerful multi-function devices (MFDs) that can scan paper documents reliably at high speed and turn them into documents that you can share. But can you can you scan them or take pictures of them and then route them, secure them, and share them with the right people in the right places at the touch of one button?

There is a new movement afoot with the rise of "learning workers." A learning worker is far more valuable to an organization because they adapt with the changing workplace. They're mobile, think for themselves, easily learn how to use new tools that help them work faster, collaborate and aren't afraid to independently adjust business processes to be most effective. They need to work anywhere and have information available everywhere. Digitization of documents is the name of the game. Are you giving your learning workers everything they need so your organization can reap the benefits?



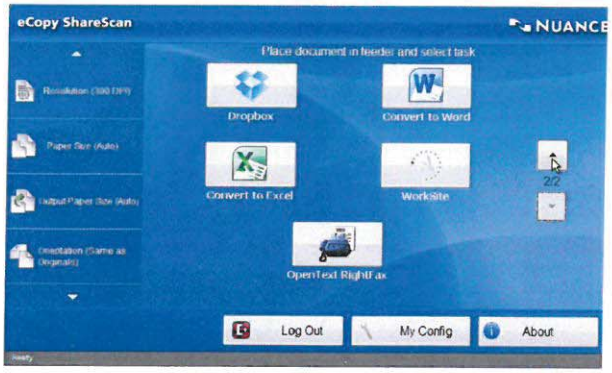
eCopy ShareScan makes processing documents easy and automates your important workflows, making complex tasks simple.

One button gets documents onto your business information highway.

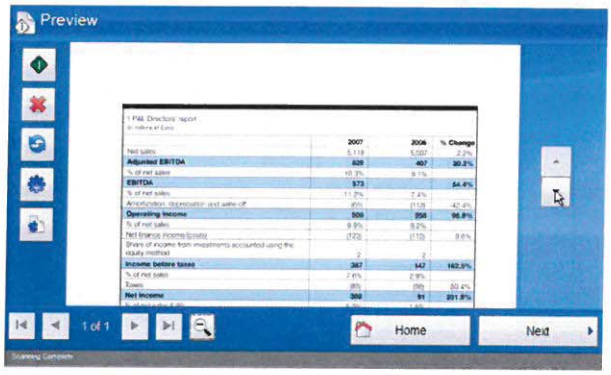
Now your employees can quickly on-ramp documents to all the destinations they require with the push of a button. eCopy ShareScan features the easiest way to get fast, error-free documents scanned and converted to formats that make your business run smoothly. You can scan multiple documents into a single document right at the MFD.

With eCopy ShareScan you get the best experience possible with an optional document preview on the screen, type-ahead lookups, and the rapPID™ "remember me" feature that makes it even easier to scan documents over and over again with the same settings.

Speed things up with eCopy ShareScan's easy-to-use workflow buttons



Use eCopy ShareScan's preview feature to help avoid wasteful errors



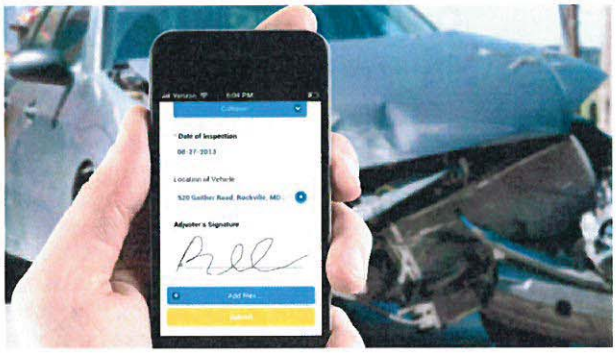
Nothing works better with Microsoft Office 365 than eCopy ShareScan.

When you log-on to your computer on a Microsoft network your PC desktop looks the way you set it and you are connected to all the systems you are supposed to be able to access to get work done. It's familiar because it's your workspace. eCopy ShareScan works exactly the same way on the MFD. It's the ultimate document workflow solution for Microsoft Office 365 because it integrates seamlessly with Microsoft Active Directory Services for secure log-in and personalized workflows, can convert scanned documents into Microsoft Office formats, and can connect directly to Microsoft Outlook, OneDrive and SharePoint. eCopy ShareScan features the highest accuracy possible when converting documents to Microsoft Word, Excel, and PowerPoint. Your documents will look just like the originals with all columns, graphics, headers and footers available for you to edit as if you created your documents from scratch on your PC. That can save you hours of retyping and designing your documents over. Really, what can be easier than that?

Office 365

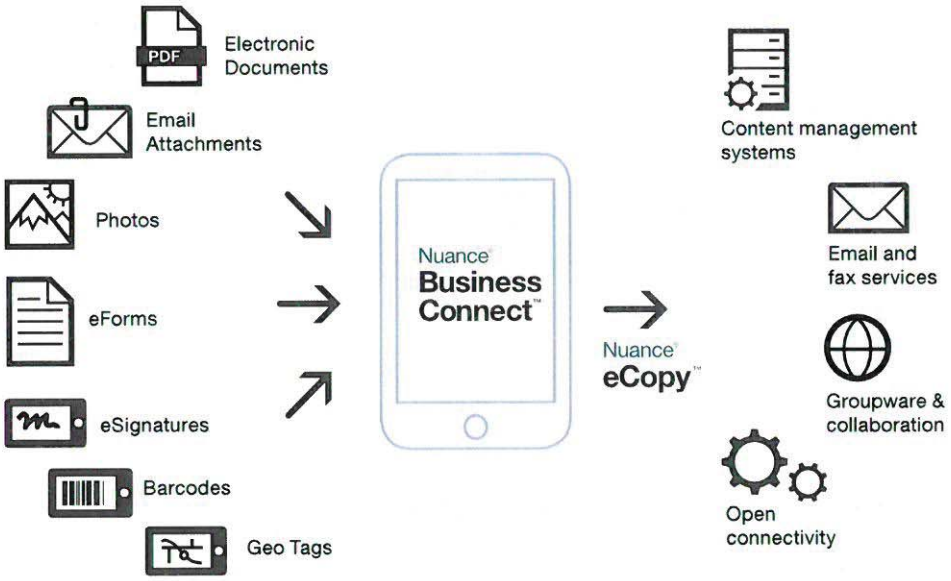
Windows

Extend the use of mobile devices. Enabling "learning workers" anytime, anywhere.



eCopy ShareScan integrates with the optional Nuance Business Connect mobile application. The same workflows that appear on your MFD can now be extended to mobile devices to capture documents to the same destinations with familiar eCopy workflow buttons.

But Nuance Business Connect is much more than that. With the added ability to capture documents with the mobile camera, add data with form overlay capabilities and have customers sign documents immediately, you can increase staff productivity and customer satisfaction. This makes your mobile workforce more productive and allows them to perform critical tasks from their mobile device on the go.



The easiest to set up and configure. Versatility and power at everyone's fingertips.

Nuance eCopy ShareScan dramatically improves the versatility of multi-function devices and the mobility of document capture. No other network document capture solution can be installed and configured faster so you can be up and running in a matter of minutes. Employees and department managers can create personalized workflow buttons for scanning to specific folders as they are created, in real time, with no need to involve IT or network administrators. Workflow buttons can be shared and members of the group can be expanded or removed as required. ShareScan does all this while preserving security, scalability, and high availability as core strengths. In short, eCopy ShareScan streamlines and secures document-centric business processes through the science of simplicity.

Share and collaborate.

With the push of a button, eCopy ShareScan connects the user experience at the MFP with the most popular directory, email, fax, and collaboration systems.

These connectors give users access to the features they need to make sure documents are moved into electronic workflows instantly, saving time to get transactions processed, documents delivered, or to share content among teams.

- Microsoft Exchange
- Microsoft SharePoint
- Microsoft SharePoint Advanced
- Microsoft SharePoint Online
- Cloud Pack:
  - Microsoft OneDrive
  - Google Drive
  - Dropbox
- SalesForce
- Quick Connect
  - Customizable connector without programming that allows you to distribute documents to multiple locations at once, including folders, Web sites, databases, and document management systems
- OpenText Content Server (Livelink)
- OpenText eDOCS Edition
- OpenText Fax Server, RightFax Edition
- Autonomy iManage Worksite
- EMC Documentum
- Xerox DocuShare
- Exact Synergy Enterprise
- DocuWare
- ACT
- Sage 50 Accounts
- HP Trim

The best way to scan to PDF. Do more with documents at your PC desktop.

With scanning, the destination is often where the journey begins. According to InfoTrends, over 50% of companies reporting scanning to PC desktops from MFDs. Why? Because collaboration starts with making changes to documents, adding comments, additional pages or content and more. eCopy ShareScan, as part of a total solution, addresses these challenges in two ways.

First, eCopy ShareScan turns paper documents into the best PDF versions of those documents so sharing, searching and collaborating is easy and accurate. eCopy ShareScan uses the highest OCR accuracy possible to recognize all the words in your scanned document and adds them to your PDF file. Now that PDF becomes searchable to desktop PDF applications, Microsoft Windows desktop search and your document management systems.

Second, eCopy ShareScan Elements Office and Suite come with a powerful PDF editor for Windows PCs eCopy PDF Pro Office that is optimized for business professionals who need to edit any kind of PDF document PDF Pro Office integrates with the MFD using a unique inbox that puts scanned content – from the MFD down the hall - just a mouse click away in the system tray on the user's desktop.

A complete pdf solution for business

eCopy PDF Pro Office lets you create 100% industry-standard PDF files directly from any PC application that can print.

You can effectively share ideas with a full complement of annotation, stamping, redaction and drawing tools. Combine files and remove or replace pages. Select pages from a source document—Word, Excel, PowerPoint, WordPerfect, XPS, JPG, BMP, or TIF—to insert into a target PDF document.

Collect information using FormTyper to automatically convert non-fillable forms into fillable PDF forms that you can complete, save and email.

Perform intelligent searches leveraging a Looks-Like-Search feature and advanced information identification options to find what you need.

Ensure document security by controlling eCopy PDF Pro Office is the perfect counterpart to your eCopy ShareScan enabled MFPs or for any office worker that needs to work with PDF documents, all at a surprisingly affordable price.

Choose the eCopy ShareScan solution that is right for you.

eCopy ShareScan offers all functionality your organization requires but Nuance recognizes that one size does not fit all. Ask your office equipment dealer or MFP manufacturer sales person to engage a Nuance sales representative on how they can develop a customized solution plan for your organization.

Don't need all the bells and whistles?
With eCopy ShareScan you don't have to pay for what you don't use

Want to walk before you run?
eCopy ShareScan can be extended with modules to connect and automate more.

Have more than one MFP, each with different user requirements?
eCopy ShareScan editions can be mixed and matched in a single installation for optimum advantage. All eCopy ShareScan editions are built around the same core engine and managed through the same console.

Worried about getting trapped by a wrong choice?
With eCopy ShareScan there are no bad choices. You can buy what you need like a better way to do scan-to-email and then upgrade by purchasing options that add onto what you already have. There is no reinstalling software Just turn on the feature with a new license key.

Nuance offers eCopy ShareScan in 5 product editions.

Designed to run inside a supported smart MFP:

- **eCopy ShareScan Elements:** Improves on critical business collaboration processes like scanning to email, shared folders, home folders, and sending to your PC desktop.
- **eCopy ShareScan Office:** Does everything Elements can do plus any one of our additional destination connectors for document management systems such as Microsoft SharePoint or Cloud repositories.
- **eCopy ShareScan Suite:** All the functionality options eCopy ShareScan has to offer plus any three of our additional destination Connectors for document management systems such as Microsoft SharePoint or Cloud repositories. Additionally you get critical business processing capabilities including Barcode Processing, Form Processing, and Bates Stamping.
- **eCopy ShareScan Enterprise:** High scalability and high automation document capture workflow platform. Includes all Nuance eCopy Connectors and Extenders in a single, low cost license for deployments with 50 or more MFPs.

Designed to attach to virtually any MFP or scanner:

- **eCopy ScanStation:** This freestanding kiosk turns any MFP or scanner into a full-service scanning automation station.

Attach eCopy to almost any MFP or scanner. You have options.

The eCopy ScanStation kiosk provides a dedicated PC with a customized stand, touchscreen and full sized keyboard that attaches to almost any scanner or MFP. The screen is so large and bright, the keyboard so fast and pleasant to type on, that even if your smart MFP supports the eCopy ShareScan application you may want this option instead. It greatly accelerates index-data entry, provides an outstanding preview experience and enhances connectivity to copiers, MFPs and scanners that don't support embedded applications.

The right solution for any sized customer. Deploy rapidly. Control completely. Expand infinitely.

eCopy ShareScan installs extremely fast—installing on your server in under 10 Minutes. It's ideal for small businesses that have limited IT resources while still being powerful and scalable enough for the largest enterprise. eCopy ShareScan's centralized management console utilizes a simulator so you can build and experiment with connections and workflows without having to install an MFP. Once you know your configuration works you can push it out to any number of licensed MFPs. This makes quick work of configuring, testing, securing and deploying scanning workflow profiles for all users and device groups—regardless of make and model.

eCopy ShareScan family comparison.

Enterprise High scalability & high automation document capture workflow platform. Includes all Nuance eCopy Connectors and Extenders in a single, low cost license for deployments with 50 or more MFPs.				–	
ScanStation Adds a secure, accessible kiosk for network scanning applications that demand high security, accessibility or connectivity to MFPs and scanners.					
Suite Adds document process automation workflows. Includes zonal form and barcode recognition routing.					
Office Adds document management workflows. Includes integration with document management systems.					
Elements Base platform plus collaboration workflows.					
eCopy PDF Pro Office for Business PDF	1 Seat	5 Seats	10 Seats	10 Seats	Sold Separately
MFP Client / User Interface					
Embedded MFP interface with personalized access based on user credentials	√	√	√	√	√
Full-size keyboard and external interactive touch screen	-	-	-	√	-
Administration & Deployment					
Security offering full authentication and audit trails, as well as tracking and reporting	√	√	√	√	√
High availability	√	√	√	√	√
Load balancing for highly scalable deployments	√	√	√	√	√
Document Processing & Workflows					
Batching and file splitting based on blank page, or file size	√	√	√	√	√
Scalable server based file conversion to: Word, Excel, searchable PDF, PDF/A, JPEG, Tiff	√	√	√	√	√
Image enhancement: Despekle, straighten, color drop out, line removal etc.	√	√	√	√	√
Highlight and redact extender	√	√	√	√	√
Database lookup: for XML imports and lookups against any data source/list	Add-on	√	√	√	√
Cost recovery extender: provides cost tracking and reporting into cost recovery systems	Add-on	Select 1	√	√	√
Barcode recognition & batching for 1D & 2D barcodes	Add-on	Add-on	√	√	√
Bates stamping/numbering extender for stamping and endorsing documents	Add-on	Add-on	√	√	√
SmartForms	√	√	√	√	√
E-Mail, Fax, Folder & Printer					
Route to Exchange Email/Exchange Online (365), Lotus Notes, and via SMTP email with LDAP	√	√	√	√	√
Fax via Exchange, Notes, & SMTP supports virtually any fax solution	√	√	√	√	√
Route to Personal Desktop/Home Directory	√	√	√	√	√

√ Available – Not available Add-on = Available for additional fee

Continued...

Continued from preceding page...

	Elements	Office	Suite	ScanStation	Enterprise
Route to Printer enables printing from any device and/or capture point	√	√	√	√	√
Route to File—network folder, WebDAV, FTP, Secure FTP	√	√	√	√	√
Universal connector routes to folder, SQL & Oracle databases and configurable XML & CSV index file output	Add-on	Select 1	√	√	√
OpenText RightFax Connector	Add-on	Select 1	Select 3	Select 3	√
Document Management Application Connectors					
HP WorkSite, EMC Documentum, SharePoint, or OpenText (LiveLink or eDOCS DM), Salesforce, DocuShare, ACT!, Sage 50, HP Trim, SharePoint Server Edition	Add-on	Select 1	Select 3	Select 3	√
Security & Compliance Features					
Active directory & Novell eDirectory authentication	√	√	√	√	√
Single sign-on / session logon	√	√	√	√	√
File encryption & secure delete, secure delivery	√	√	√	√	√

√ Available – Not available Add-on = Available for additional fee

To learn more about Nuance eCopy ShareScan, please contact us at 1-800-327-0183 or visit: nuance.com

About Nuance Communications, Inc.
Nuance Communications, Inc., is a leading provider of voice and language solutions for businesses and consumers around the world. Its technologies, applications and services make the user experience more compelling by transforming the way people interact with devices and systems. Every day, millions of users and thousands of businesses experience Nuance's proven applications. For more information, please visit www.nuance.com.

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NDI_30 JUN 2017

M-Files®

M-Files®

INTELLIGENT INFORMATION MANAGEMENT

M-Files delivers a simple, unified experience to intelligently find, access and manage information from any system, without disturbing people or processes.

Microsoft Dynamics | OneDrive | Exchange | SharePoint | Network Folders | Google Drive | box | Dropbox

OnBase by Hyland | opentext | Laserfiche | documentum | iManage | DocuWare | FILENET | salesforce

METADATA-DRIVEN + SYSTEM-NEUTRAL + INTELLIGENT = INTELLIGENT INFORMATION MANAGEMENT

FIND INFORMATION FAST

Experience true Enterprise Search to find and edit documents and information across all of your systems immediately - even on your mobile device. Access and edit a project plan in your network folders, view agreements in SharePoint or see everything related to a customer in Salesforce **without having to migrate anything.**

M-Files applies artificial intelligence to classify and organize everything based on what it is and present related information in context so you never have to remember where it's saved or which version is the right one.

ADAPTS TO YOUR EVOLVING NEEDS

M-Files integrates with numerous business applications (like CRM & ERP) to deliver the functionality and flexibility you need now and in the future.

EASY TO USE

M-Files enterprise information management solutions eliminate information silos and provide immediate access to the right content from any core business system and device.

GET UP AND RUNNING IN WEEKS, NOT MONTHS

M-Files comes with all the powerful features businesses need, without a highly complex deployment phase.

FLEXIBLE DEPLOYMENT

Business is no longer confined to the office, so why should your data be? M-Files allows you to securely share information on-premises, in the cloud, or a hybrid deployment

HERMIA 12, HERMIANKATU 1B | 33720 TAMPERE, FINLAND | +358 3 3138 7500
6400 INTERNATIONAL PKWY., SUITE 2500 | PLANO, TEXAS 75093 | (972) 516-4210
WWW.M-FILES.COM | SALES@M-FILES.COM

M-Files®

MANAGE INFORMATION OVERLOAD

90% of the data that exists was created in the past 2 years. **Is your business prepared to handle all of that data?**

Store everything. Find it instantly. Access it everywhere.

PROTECT CONFIDENTIAL INFORMATION

It's important to keep your content safe while maintaining access.

Easily set permissions and automate data security.

ELIMINATE INFORMATION SILOS

When information is fragmented into different systems it's difficult to access and combine data. Connecting all of your existing systems (like CRM or ERP) with all of your stuff (like documents, projects, cases and other information) should be seamless.

SHARING & COLLABORATING

Sharing documents in M-Files is as easy as a right click. Whether you need to share documents outside your organization or collaborate with colleagues, M-Files keeps everything streamlined and organized.

EMAIL BLACK HOLES

Don't let information get trapped in emails! M-Files integrates with Outlook. Smart Folders know exactly what documents are & to whom they relate.

DOCUMENT PROCESSING

M-Files' automated workflows streamline common business processes so you can stay productive and compliant.
It's simple, quick, and built into M-Files.

COMPLIANCE & REGULATION

M-Files has built-in content and process management capabilities.
Organize, manage, and track every document, process, and task with ease.

PEOPLE LIKE USING M-FILES

The biggest challenge of deploying a new system is getting everyone to use it. With M-Files, user adoption is never a problem because it's intuitive, accessible from all programs you use, and it just works.

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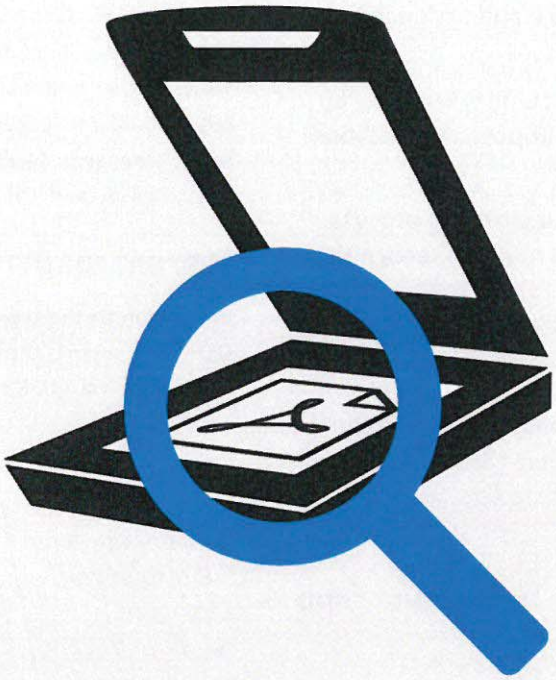
M-Files®

M-Files®
DYNAMIC CONTENT MANAGEMENT



M-FILES OCR - CONVERT YOUR *paper* DOCUMENTS *into* SEARCHABLE PDFs

With the **M-Files OCR** Add-on, you can extend M-Files' powerful content management capabilities to include the information captured in scanned images and paper documents.

The **M-Files OCR** Add-on is compatible with virtually any scanner or multi-functional device for automated conversions of paper and images to searchable PDF documents. Additionally, your document handling processes will be significantly improved with automated naming, classification, indexing and metadata tagging of imported documents, as well as automated workflow initiation!

www.m-files.com/ocr

EASILY *create searchable* PDF FILES FROM *paper* DOCUMENTS

M-FILES OCR

- Improve decision making by turning scanned image content into searchable and actionable information
- Improve the efficiency of document handling by automating your document import, classification and indexing process
- Improve the accuracy of your scanning process with language matching and barcode recognition

LEVERAGE THE CONTENT LOCKED IN PAPER DOCUMENTS AND IMAGE FILES

By converting scanned image files and paper documents into searchable PDFs, content can be more effectively managed, searched for and utilized by all M-Files users in your organization.

AUTOMATE DOCUMENT IMPORTING AND ARCHIVING

You can configure M-Files to automatically import scanned files to M-Files with appropriate metadata and permissions. For archiving purposes, **M-Files OCR** can convert files to the PDF/A-1b format.

IMPROVE YOUR DOCUMENT HANDLING PROCESSES

M-Files OCR can automatically classify and tag converted documents with metadata based on their content, such as by customer name, invoice amount, order number, due date, project, etc. This "ID-based" approach for scanning enables organizations to automate tasks such as file naming, defining properties and metadata, initiating workflows, and processing signed contracts based on the identification of the contract's signature.

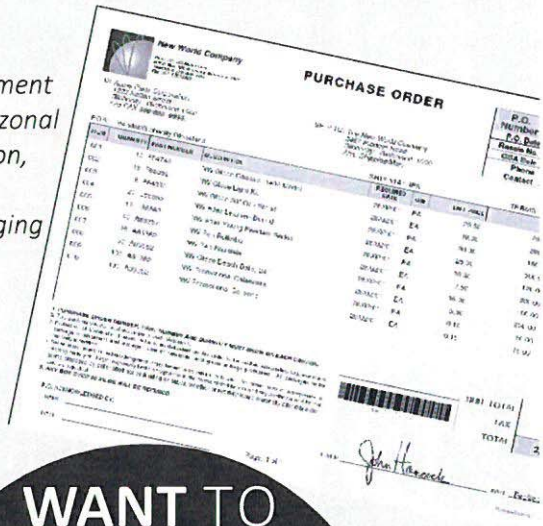
BENEFIT FROM AN ACCURATE CONVERSION PROCESS

In order to produce accurate results from the conversion, **M-Files OCR** utilizes dictionary matching technology that analyzes the content against a primary and secondary selection of 45 languages and character sets, including Arabic languages. **M-Files OCR** also recognizes barcodes (1D, PDF417, and QR codes).

SUPPORT FOR NETWORK AND LOCAL SCANNERS

In addition to the typical network scanner set-up, M-Files OCR also supports the use of local scanners with TWAIN or WIA drivers via a USB connection.

Improve document handling with zonal OCR recognition, automated metadata tagging and barcode recognition!



WANT TO *learn more?*

M-Files OCR is a useful addition to your M-Files Enterprise Content Management System. For more information on improving your document handling with OCR contact M-Files today at sales@m-files.com

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function4
EFFICIENCY EVOLVED

SHARESYNC from function4:

DETAILS ON SECURITY FEATURES

ShareSync from function4 is an enterprise-class backup and file sharing service. It's a complete file management solution that gives employees access to always up-to-date files from virtually any device and allows them to securely share files and folders inside and outside the company. ShareSync also fully protects and preserves data with real-time backup and point-in-time restore capabilities.

ShareSync's data protection features enable business managers to:

- Assure compliance with security best practices
- Get full visibility over end-user activity with Audit Log and Admin File Management features
- Minimize potential downtime from data loss events with real-time backup and restore capabilities
- Utilize remote wipe capabilities in case of lost or stolen devices
- Keep content safe with at-rest and in-transit encryption
- Assure reliability with a 99.999% financially backed uptime guarantee
- Leverage enterprise-class datacenters with redundant storage clusters and connections to multiple Internet providers
- Protect content integrity with features that guard against accidental deletion or version conflict
- Keep content in the right hands with permissions and access that are strictly controlled and easily amended

This paper provides detailed information about ShareSync's security features.

ENCRYPTION

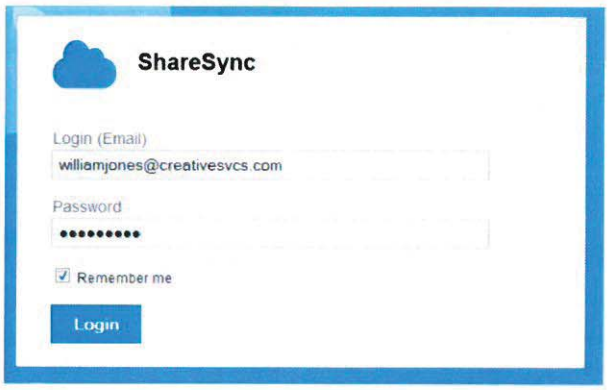
ShareSync data is encrypted both when it's at rest as well as when it's in transit. At-rest data is encrypted with 256-bit AES encryption, while in-transit data is encrypted using 256-bit SSL/HTTPS encryption. Additionally, ShareSync generates a unique encryption key for every account, creating an even greater degree of protection through data isolation.

The following chart compares ShareSync's encryption features to other providers:

	ShareSync	Carbonite Pro	CrashPlan for Business	Mozy Pro	File Servers	Box for Business	Dropbox for Business	OneDrive for Business
In-transit encryption	✔	✔	✔	✔	✘	✔	✔	✔
At-rest encryption with unique account-level encryption key	✔	✘	✔	✔	✘	✘	✘	✘

PASSWORD PROTECTION

Each time a user activates a new ShareSync device or accesses ShareSync from the web, they must login using their username and password.



ShareSync password policies are imported from Active Directory and utilize "strong" parameters, helping to eliminate the possibility that external parties will guess passwords. This Active Directory integration requires users to use the same password for ShareSync that are used for other cloud services from function4. Because there are no additional passwords to remember, it reduces the possibility that they will write their password down where others might see it.

For mobile devices, an additional layer of security can be added by configuring a passcode that must be entered each time the app is launched.

DEVICE MANAGEMENT

Using the ShareSync Control Panel, administrators can view and manage all the ShareSync devices enabled on their account. Each time a new device is configured by an end user, the administrator is notified, and all users' devices are catalogued in the Control Panel.

REMOTE WIPE

ShareSync is one of just a few file management solutions that allows administrators to wipe data remotely from any device. In case of a lost or stolen laptop, tablet, or mobile phone, or when facing a personnel issue, corporate data can generally be quickly removed, helping to minimize potential data leakage.

	ShareSync	Carbonite Pro	CrashPlan for Business	Mozy Pro	File Servers	Box for Business	Dropbox for Business	OneDrive for Business
Device management with remote wipe	✔	✘	✔	✔	✘	✘	✔	Mobile devices only

AUDIT LOG

The Audit Log is a ShareSync Control Panel feature that allows administrators to view all the ShareSync activities on their account. Whenever files or folders are added, updated, shared, or deleted, the event is logged and available for tracking and auditing purposes, providing a greater level of administrative control over ShareSync. There are multiple ways to use the Audit Log:

- Browse by event type
- Search by user, file name, or folder name
- Filter by event type or date range

ADMIN FILE MANAGEMENT

ShareSync's Admin File Management feature lets account owners exert administrative control over all end user files and folders. Once account owners enable this feature through the control panel, they can manage all ShareSync content across the environment.

Admin File Management increases the ability for administrators to monitor and manage end user content. Using Admin File Management, account owners can:

- View and adjust sharing permissions
- Add, delete or restore files
- Search for specific files within a user's ShareSync folder and file structure

This feature needs to be explicitly enabled for each admin. All admin actions are tracked in the audit log.

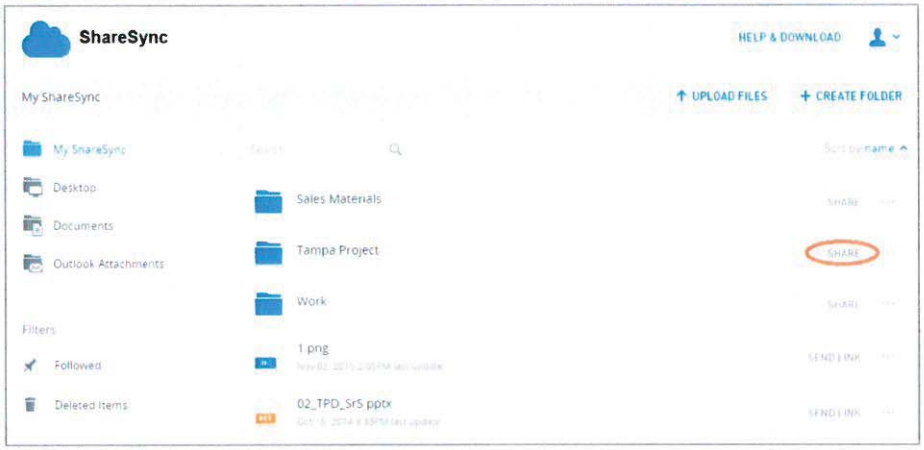
	ShareSync	Carbonite Pro	CrashPlan for Business	Mozy Pro	File Servers	Box for Business	Dropbox for Business	OneDrive for Business
Admin File Management (manage content, shares, restores)	✔	✘	✘	✘	✔	✘	✔	✘

USER CONTROL OVER SHARING PERMISSIONS

When a user shares a ShareSync folder, he or she can set permissions for each collaborator independently. The configurable sharing permissions are "Co-Owner," "Modify" or "View-only".

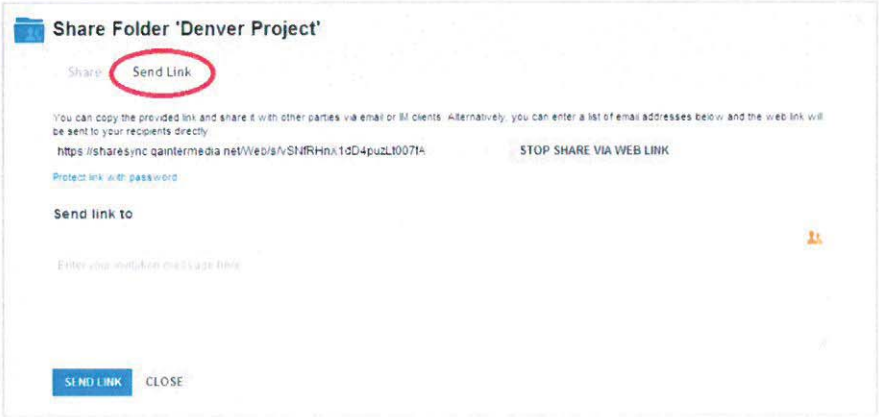
- "Co-Owner" permissions give others full control to modify, delete, or re-share content
- "Modify" permissions allow others to view, modify and delete content but not share it
- "View-only" permissions only enables others to download the files

Permissions can be set differently for each collaborator. And sub-folders can be shared with different collaborators. Permission levels can be changed or revoked at any time.



Permissions:	Co-owner	Modify	View
Download	✓	✓	✓
Add	✓	✓	
Edit	✓	✓	
Delete	✓	✓	
Restore deleted files	✓	✓	
Restore by date	✓		
Permanently delete	✓		
Re-share	✓		
Send link	✓		

SHARING WEB LINKS



Web links allow users to share individual files with users both inside and outside of the company. Links can be generated for a single file, which gives access to just that file, or an entire folder, which gives access to all

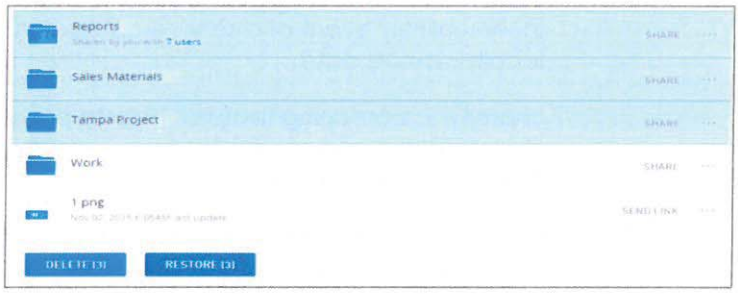
files in the folder. For additional security, web links can be protected with passwords.

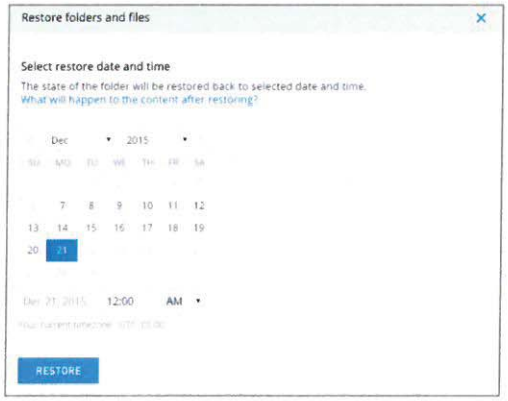
EXTERNAL COLLABORATORS

Administrators can configure external sharing policies to allow users to easily share with individuals or organizations outside the company, for example vendors or business partners. External ShareSync users can edit files, sync files, and access all content in the folders that have been shared with them. This is a useful feature for collaborating on files and folders with another company on an ongoing basis.

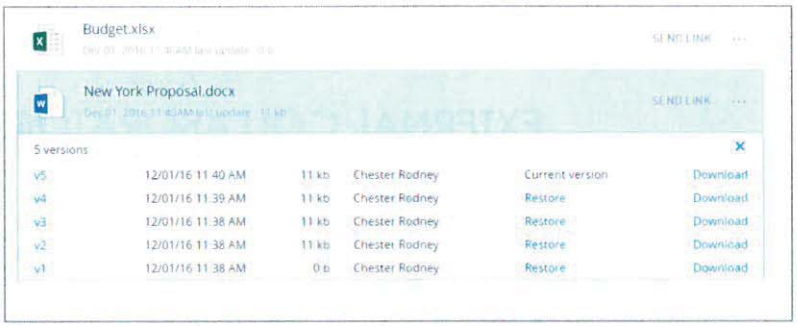
External ShareSync users are able to access the complete set of ShareSync features and functionality. Administrators can track external user activity in the audit log and control data with remote wipe.

DATA PROTECTION





ShareSync was designed with a high level of data protection, to help reduce the chances of files being accidentally deleted, and to help provide simplify the process to restore and recover files in the case of a data loss event.



Files can be rolled back to specific earlier versions or to a specific point in time. Files can be rolled back individually or multiple files and folders can be rolled back in a mass restore capability. Files can be restored by either end users or by administrators through the Admin File Management functionality.

From a service architecture perspective, every ShareSync file is replicated to redundant storage clusters to help minimize the risk of data loss. Additionally, each user's data is fully isolated from every other user's data.

In the unlikely event of a service outage, users can still access all their locally-synced data.

ShareSync co-editing features help to prevent file overwrites and conflicts. File versioning allows users to easily restore previous versions of all files stored in ShareSync.

If a file is deleted, it is moved to a recycle bin, where it can be restored. Administrators can restore deleted files and prevent permanent deletions.

INFRASTRUCTURE

ShareSync is backed by a 99.999% uptime guarantee. No other file backup and file sharing solution offers a comparable uptime guarantee.

	ShareSync	Carbonite Pro	CrashPlan for Business	Mozy Pro	File Servers	Box for Business	Dropbox for Business	OneDrive for Business
99.999% uptime SLA	✔	✘	✘	✘	✘	✘	✘	✘

ShareSync is delivered through a data infrastructure comprised of:

- Multi-tenant platforms secured with redundant firewalls, multiple Intrusion Prevention Systems
- Facilities with dedicated, full-time certified security personnel and rigorous physical security measures

COMPLIANCE

ShareSync takes strict security measures to reach regulatory compliance across industry and vertical-specific standards.

Data Privacy, Integrity and Security Standards

- **SOC 2 Type II** - ShareSync has a SOC 2 Type II audit report from an independent auditor who has validated that, in their opinion, our controls and processes were effective in assuring security during the evaluation period. ShareSync is audited company-wide, not just at the datacenter level. Additionally, while some service providers may only choose to be audited against one or two of the five trust service principles (security, availability, processing integrity, confidentiality and privacy), ShareSync has been audited against all five.
- **SSAE 16 Type II-audited datacenters** – ShareSync datacenters are audited to the SSAE 16 Type II standard, which validates the provider's commitment to the trust principles of security, availability, processing integrity, confidentiality, and privacy.
- **US-EU & US-Swiss Safe Harbor** - ShareSync is registered with the US Department of Commerce as compliant with US-EU and US-Swiss Safe Harbor frameworks, which were created to bridge the gap between US and EU/Swiss data protection and privacy standards. All our EU and US customers benefit from this level of protection.

- **PCI Data Security Standards (PCI DSS) -** The payment processing system utilized by ShareSync has passed the strict testing procedures necessary to be compliant with the PCI Data Security Standards (PCI DSS). This helps ensure that your payment information will not be accessed by unauthorized parties or shared with unscrupulous vendors.
- **HIPAA** - The Health Insurance Portability and Accountability Act mandates a set of regulations protecting the privacy and security of patients' confidential health information, including when and with whom that information can be shared.

	ShareSync	Carbonite Pro	CrashPlan for Business	Mozy Pro	File Servers	Box for Business	Dropbox for Business	OneDrive for Business
HIPAA compliance	✔	✘	✔	✔	✘	✘	✔	✔

CONCLUSION

These security features make ShareSync a highly-secure, highly-reliable file backup and file sharing solution. For more information about ShareSync's security features—or to request a live product demonstration— contact function4.

function4
EFFICIENCY EVOLVED

A Business Continuity Solution for Ransomware

ShareSync by function4, a 2-in-1 backup and file sharing service, offers a complete file management solution. Among its benefits: users stay up-and-running during a ransomware outbreak.

ShareSync

Instantly roll back to uninfected files

Immediately access those clean files on any device

Keep users productive while IT restores infected computers

Avoid paying ransom to criminals

Plus: save money with a 2-in-1 backup and file sharing service

ShareSync combines real-time backup and file sharing into a single product. This 2-in-1 feature set enables file collaboration similar to Box and Dropbox alongside complete file backup and recovery across any failure scenario, like Carbonite and Mozy.

In the event of a ransomware outbreak, this combination of features—which can only be found in a 2-in-1 file sharing and backup service—keeps infected users productive. It also takes the pressure off of IT. Instead of being pressured by users who are demanding their computers, they can take the time they need to carefully contain the virus and patch any security holes.

	ShareSync	**File Sharing** Dropbox, Box, OneDrive	**Backup** Carbonite, Mozy, CrashPlan
Web and mobile access to files	○	○	○
Real-time (not scheduled) backups: files are backed up every time they change	○	○	○
Syncs major content folders (desktop, documents + shared folders)	○	○	○
Point-in-time restoration from backup	○	○	○

CONTACT US TO LEARN MORE

888.267.7827 info@function-4.com function-4.com

function4
EFFICIENCY EVOLVED

How ShareSync protects you during a ransomware attack

If any user in your business gets hit with ransomware, you should instantly close the computer and isolate it from your network. The computer needs to be wiped and restored from backup. These are the best practices that will prevent the infection from spreading. However, if you have ShareSync in place, your users won't be idled during this process. Here's how it works.

Step 1

Close or isolate the infected computer(s)

Your first priority is to ensure the crypto-ransomware doesn't spread. Close any computer that's infected. Cut off network access if you have to—whatever you have to do until you get the infection contained. Call IT support immediately.

Step 2

Roll back ShareSync's file archive

Using an uninfected computer, your IT support person will access ShareSync's admin settings and roll-back the user's folders to the moment in time just before the infection occurred.

Step 3

Get back to work using alternate devices

You can get back to work using any other PC or mobile device. On the PC, you can access files through ShareSync's web interface; on a tablet or phone, you can use the ShareSync app. Meanwhile, your IT support will work on restoring the original device. Any edits you make to files will be synced to the original device as it's being restored.

Key features of ShareSync

- **File backup.** Features include real-time (not scheduled) backup, restoration to any point in time, backup and retention policies, and more.
- **File sharing and collaboration.** Sync & share files internally and externally using virtually any device. Maintain control over file access permissions
- **Admin control and security.** Keep your data safe and protected while consolidating two separate services to lower your costs.
- **Business continuity and disaster recovery.** ShareSync keeps operations up and running across a number of scenarios, from stolen devices to ransomware outbreaks.
- **Works with any platform.** ShareSync integrates with Office 365 and many other email platforms.
- **Highly reliable.** 99.999% SLA guarantees less than 26 seconds of unplanned downtime every month.

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Automate your document-driven business processes.

Capture and secure delivery of paper and electronic documents into business applications

What is Nuance AutoStore®

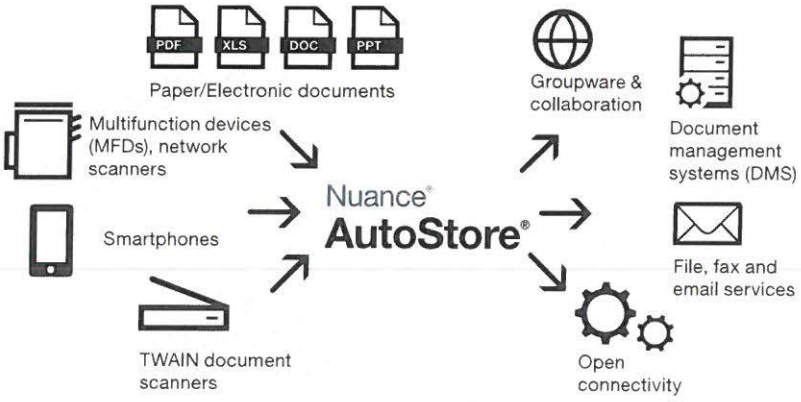
AutoStore is a server-based application which orchestrates the capture and secure delivery of paper and electronic documents into business applications. It is well suited for organizations of all sizes who want to eliminate error-prone manual document handling. Whether you're handling invoices, claims, applications or order forms, AutoStore can automate your document-driven business processes to help lower costs, improve operational efficiency, communication and collaboration, and support compliance with laws and regulations.

AutoStore utilizes your existing infrastructure and captures information from your multifunction peripherals, smartphone, emails, fax servers, shared/public folders, FTP sites, Microsoft® Office® applications, PC desktops, XML data streams and other sources. The captured information is then processed based on your organization's predetermined workflow. Scanned images are enhanced for improved readability, text can be converted into editable electronic information, barcodes can be read, resulting in rich information to be used for later retrieval. Once processing is complete, the documents and the keywords describing them are distributed to any number of locations. Destinations can be faxed, emailed, stored in a document management system (DMS), on FTP sites, in secure network folders, or even multiple destinations simultaneously. All of this is performed effortlessly with just the push of a button on the front panel of the device. That's it. The workflow happens immediately, ensuring your information goes where you want it to go quickly and accurately every time.

This is all possible due to AutoStore's customizable workflows and personalized MFP menu panels. With the help of the AutoStore Process Designer, workflows can be pre-configured and saved to reduce the amount of manual steps required by the end user. This simple and easy to use capability eliminates manual processes, which helps reduce user errors and results in accurate and efficient document processing.

Key features

- Works with all major manufacturers
- Integrated LDAP connector
- Bi-directional database lookups
- Document image processing
- 40+ free backend connectors
- 1D/2D barcode recognition
- Capture paper and electronic documents from any source
- Front panel browse-to-scan
- Route to SharePoint®
- One touch multi-route
- PDF & PDF/A support
- Personalized scan menus
- Capture from any email account
- Send to email
- MRC PDF compression
- Open XML document support
- Camera and smartphone image processing



NUANCE

Capture

Join paper and electronic document streams into uniform processes. Capture both paper and electronic documents from virtually any source—a desktop PC/Mac, a network scanner MFP/MFD or copier, and even your smartphone. AutoStore works with all leading copiers, smartphones, scanners and MFPs and works the same way across all platforms, every time. With AutoStore, changing or introducing a new device is as easy as plugging it into the network.

Process

Process all types of documents including images and forms into a variety of formats such as text, searchable Adobe® PDFs or Microsoft® Word. Easy to use image enhancing features help improve document quality. Process using OCR, barcode, image management, document services and document conversion to brain up your network.

Route

Using the most current information, eliminating delays and using speed for a competitive advantage is what the real-time enterprise is all about. Deliver your documents instantly to one or multiple destinations, including PCs, fax applications, line of business applications, email, FTP sites, network folders and archives, as well as document management systems.

Unite paper and electronic forms processing*
Forms processed or signed electronically are converted to images equivalent to those generated through manual paper driven document processing.

** Requires Nuance Business Connect license. (Formerly NSi Mobile)*

What sets AutoStore apart?

Works with all major manufacturers
With AutoStore, changing or introducing a new device is as easy as plugging it into the network. You can switch to another copier or scanner that best suits your business needs without having to switch to another capture workflow technology.

Integrated LDAP connector
Using the front panel of the multifunction device, it's easy to browse through your company's contact list to find the contact you wish to email. Just select and confirm to scan securely to one or multiple addresses. Or, search by domain name and have AutoStore return a list of addresses that can be selected with just a touch.

Bi-directional database lookups
Easily search and retrieve database information for display on the MFP panel. With the database lookup capability, the value entered in one index field triggers a database search to fill the other fields automatically, accelerating the indexing task while delivering greater accuracy.

Document image processing
Clean images are essential to any document imaging workflow. AutoStore advanced document image processing functions are a powerful collection of functions that can rid scanned documents of artifacts and imperfections such as hole punches, skewed angles, borders, dust speckles and more.

40+ free backend connectors
AutoStore uses backend connectors to connect seamlessly with popular enterprise software applications to become an enterprise content management tool that delivers results. Our connectors are free and directly supported and maintained by Nuance.

1D/2D barcode recognition
AutoStore can automate routine, error-prone tasks such as naming, batching, splitting, filing and indexing scanned documents using information contained in 1D/2D barcodes printed within the documents. Documents can be routed and indexed using barcode information, or separated based on detection of a barcode.

Capture paper and electronic documents
Join paper and electronic business activities into a uniform process. AutoStore captures documents from devices and digital copiers, and also content from smartphones, emails and faxes, network folders, FTP sites, Microsoft® Office applications, PC desktops, web clients, XML data streams and other sources.

Front panel browse-to-scan
Browse-to-scan using the front panel of your multifunctional device. Send your documents to any accessible Windows® network folder or Microsoft® SharePoint® document library. Once the destination is set, your documents will automatically be digitized, indexed and stored in the appropriate location and format of your choice.

Route to SharePoint®
Scan directly into Microsoft® SharePoint®. Your documents can be stored as searchable PDFs or standard Microsoft® Office file formats, allowing you to retrieve them using a simple search within SharePoint. A document's SharePoint URL can be emailed back to you automatically, providing an easily accessible link for future reference.

One touch multi-route
Route your documents to multiple people simultaneously or to multiple backend systems with just a push of a button. Create specialized scanning workflows that can be associated with customizable buttons on the MFP's front panel. One touch of a button automates distribution of invoices, purchase orders, bills and other time-critical documents to streamline internal communications and reduce the risk of manual errors and expensive rework processing.

PDF and PDF/A support
Scan your documents to text-searchable PDF or PDF/A formats that can searched for information easily and accurately.

Personalized scan menus
Once a user is authenticated, personalized scan menus appear which are specific to the individual or department. The MFP front panel user interface can be enhanced using custom icons and names to represent the workflow action on screen accurately.

Capture from any email account
Capture email and other documents as soon as they enter the organization. Turn them into actionable digital information, (including header, body text and all attachments) and deliver the information into business applications for immediate, appropriate processing or archive them for corporate compliance purposes.

Send to email
Send scanned documents directly to an email address with one press of a button. Select the correct workflow, fill in the needed details and AutoStore will scan the document, convert it to your format of choice (e.g., text-searchable PDF file) and attach it to an email. Send it to yourself or to multiple addresses. After sending the document, a copy of the email can be stored in the sent items list of your mailbox.

MRC PDF compression
Attack file bloat at the core by automatically creating highly compressed PDF files 1/10th the size of the original, reducing storage needs and minimizing impact on slower mail servers and choked bandwidth.

Open XML document support
Now you can scan hardcopy originals to the latest Microsoft® Word® (*.docx), Excel® (*.xlsx) or PowerPoint® (*.pptx) easily, and store them as accurate, properly formatted and editable Office documents.

How AutoStore works

Successful information management can help elevate a company from startup to success. So, it's important to make sure your company has the best resources and technology available to handle both its print and electronic documents. With more than 150 integrations, AutoStore has the capability to help manage your information workload. The following is a partial list of our process and route components. Please visit our website at http://www.nuance.com/for-business/autostore/index.htm for a complete listing.

Capture information from:
- Multifunction peripherals (MFPs)
- Smartphones
- Copiers
- Scanners
- Desktops
- Microsoft® Office® applications
- Email clients
- Email inbox
- Directory (network or local)
- Email (SMTP, POP3, IMAP)
- Fax servers
- Local or remote folders
- FTP sites (secure and unsecure)
- Files (batch, XML, delimited formats, ASCII)
- PC desktop
- XML

Device features:
- Device importing and grouping (Sales, Marketing, Accounting, Post Office, etc.)
- One-touch multi-route
- Scan settings granularity controls
- Bi-directional database lookups
- Integrated LDAP connection
- Various index fields
- Encryption of jobs
- Generation of menus / forms

Process using:
- Full text recognition
- Zonal text recognition
- Hand printed character recognition (ICR)
- Forms recognition (structured/semi-structured)
- Optical Mark Reading (OMR)
- Image Cleanup
- MRC PDF Compression
- Barcode recognition (1D/2D)
- Bates stamp
- Encryption/Decryption
- Forms Overlay
- Reporting
- Automated email notification

Enterprise features:
- Load balancing
- Multi-CPU capable
- Multi-OCR engine capable
- Centralized management
- Authentication services

Route information directly to:
- Network Folders
- Email
- Fax servers
- Printers
- ODBC-compliant databases
- Send to HTTP
- Secure FTP sites
- Send to XML & WebDav
- Document Management Systems and Cloud Services from vendors such as Microsoft®, Google®, EMC®, OpenText®, FileNet®, Interwoven®, IBM®, Docuware®, and more.)
- CSV, command files
- Captaris RightFax™

Security features:
- Authentication (Common Access Cards, Windows, Active Directory, LDAP)
- Restricted network access
- Outbound fax or email validation
- Outbound fax filtering
- Redact sensitive information

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System requirements:

Hardware
- Microsoft® Windows® operating system (OS) running on computer with at least a 2 GHz Processor
- Minimum 2 GB of RAM is necessary but 4 GB or greater is recommended
- Minimum of 10 GB of hard disk space
- NIC Card

Operating System
Supported Microsoft® Windows® operating systems:

- Windows Server 2012 R2: Standard and Datacenter
- Windows Server 2012: Standard and Datacenter — with the latest service pack
- Windows Server 2008 R2: Standard, Enterprise, and Datacenter with the latest service pack
- Windows Server 2008 (32\64 bit): Standard, Enterprise, and Datacenter with the latest service pack
- Windows 8/8.1 (32\64 bit): Pro and Enterprise
- Windows 7 (32\64 bit): Professional, Ultimate, and Enterprise with the latest service pack
- Windows 10

Additional Software
- Microsoft® .NET Framework 3.5
- Microsoft® .NET Framework 4.0
- Microsoft .NET Framework 4.5

To learn more about Nuance AutoStore please call 1-800-327-0183 or visit nuance.com/go/autostore

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About Nuance Communications, Inc.
Nuance Communications, Inc. is a leading provider of voice and language solutions for businesses and consumers around the world. Its technologies, applications and services make the user experience more compelling by transforming the way people interact with devices and systems. Every day, millions of users and thousands of businesses experience Nuance's proven applications. For more information, please visit: www.nuance.com.

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