

SHIP TO: Office Information System
Bunker Hill Community College
250 New Rutherford Ave
Charlestown MA 02129

INVOICE TO:
Bunker Hill Community College
BUSINESS OFFICE
250 New Rutherford Avenue
Boston, Massachusetts 02129-2991

VENDOR: 0250652
Hyland LLC
8900 Renner Blvd
Lenexa KS 66219

TAX EXEMPT NUMBER 999-089-606

Questions? please call (617) 228-2425

ALL DELIVERIES MUST BE CHECKED IN WITH MAIL ROOM NEAR LOADING DOCK BEFORE ROUTING TO DEPARTMENT. PLEASE EMAIL YOUR INVOICE DIRECTLY TO: apayable@bhcc.edu

P.O. INITIATOR		G.L. ACCOUNT NUMBER		
Maria D. Leite		1_1100_1_1_2250_5U100		
P.O. DATE	DELIVERY EXPECTED	F.O.B.	SHIP VIA	VENDOR TERMS
07/10/24	07/02/24			

QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	YR YEAR	FY25 Hyland SaaS - ImageNow Software Annual Renewal Hyland Reference Number: HYL016094 and MA Standard Contract	207,289.57	207,289.57

INSTRUCTIONS TO VENDOR

1. Purchase Order number MUST APPEAR on invoices, packages and correspondence.
2. Submit a separate invoice for each purchase order.
3. Unless otherwise indicated, all prices are FOB destination.
4. Subject to inspection on delivery, rejected material returned at vendor's expense.

TOTAL AMOUNT \$ 207,289.57


Approved by Comptroller

DATE 07 /10 /2024

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications**, the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: (and d/b/a): Hyland Software, INC		COMMONWEALTH DEPARTMENT NAME: Bunker Hill Community College	
Legal Address: (W-9, W-4): 28105 Clemens Road, Westlake, Ohio 44145		Business Mailing Address: 250 New Rutherford Ave, Boston MA 02129	
Contract Manager: Angelo DiSalvo	Phone: 1 440.788.6978	Billing Address (if different): apayable@bhcc.edu	
E-Mail: Angelo.DiSalvo@hyland.com	Fax:	Contract Manager: Maria Leite	Phone: 617-228-3411
Contractor Vendor Code: VC		E-Mail: mleite@bhcc.edu	Fax:
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
<input type="checkbox"/> NEW CONTRACT		<input checked="" type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: <u>6/30</u> , <u>20 24</u> . Enter Amendment Amount: \$ <u>207,289.57</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Condition <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input checked="" type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ 905,265.68			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) BHCC PAYS THROUGH EFT PAYMENT ONLY			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Annual Renewal of the Hyland Image Now software Cloud Subscription - Hyland SaaS.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> may be incurred as of <u> </u> , <u>20</u> <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> were incurred as of <u>9/23</u> , <u>20 15</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30</u> , <u>20 25</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: <small>DocuSigned by:</small> X: <u>Jennifer R. Cook</u> Date <u>June 10, 2024</u> 07: <small>ESD03</small> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Jennifer R. Cook</u> Print Title: <u>VP, Global Revenue Operations</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>John K. Pitcher</u> Date: <u>07/01/2024</u> <small>DocuSigned by: John K. Pitcher, 2024-07-01 10:49:16 EDT</small> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>John K. Pitcher</u> Print Title: <u>Vice President for Administration & Finance/CFO</u>	

DS
ES

June 10, 2024 | 10:49:16 EDT



Quote

Hyland Reference Number: HYL016094

Parties	
Customer Name ("Customer")	Bunker Hill Community College
Hyland Entity Name ("Hyland")	Hyland Software, Inc.

Customer Information	
Billing Details	Shipping Details
Name: Bunker Hill Community College	Name: Bunker Hill Community College
Bill To Address	Ship To Address
Business Office 250 New Rutherford Ave Charlestown Massachusetts 02129 United States	Business Office 250 New Rutherford Ave Charlestown Massachusetts 02129 United States
Bill To Contact	Ship To Contact
Name: Accounts Payable Email: apayable@bhcc.edu Phone: (617) 228-2425	Name: Email: Phone:
Quote Details	Sales Representative
Pricing Expiration Date: July 1, 2024 Quote Reference: Q-286407	Name: Sue Corrie Email: sue.corrie@hyland.com Phone: +1.209.470.7165

SOFTWARE-AS-A-SERVICE

Product Code	Product Name	Quantity
PEC-SAAS0004-0001	SaaS-Subscription Licensing Professional Tier - Base Fee	1
PEC-SAAS0011-0001	User Platform - Professional-0001	5
PEC-SAAS0011-0025	User Platform - Professional-0025	1
PEC-SAAS0021-SWAD	SaaS-Subscription Licensing Professional Tier - Test Environment - Base Fee	1
PEC-SAAS-0049-0001	SaaS-Combo Licenses	30
PEC-SAAS0073-0001	Hosted Platform - Custom	1
PEC-SAAS-0085-0001	SaaS-Perceptive Email Agent	1
PEC-SAAS-0094-0001	SaaS-File Conversion Component	1
PEC-SAAS-0100-0001	SaaS-iScript	1
PEC-SAAS-0103-0001	SaaS-User Replication Agent	1
PEC-SAAS-0169-0001	SaaS-Database Connector	1
PEC-SAAS-0171-0001	SaaS-Perceptive Content Server	1
PEC-SAAS-0177-0001	SaaS-Perceptive eForms	1
PEC-SAAS-0337-0001	SaaS-Integration Server for Apps	1
PEC-SAAS-0460-0001	SaaS-Integration Srvr Trans Pk Apps Unlim	1
PEC-SAAS-0572-0001	SaaS-CaptureNow TWAIN	16
PEC-SAAS-0572-0001	SaaS-CaptureNow TWAIN	11
PEC-SAAS-0572-0001	SaaS-CaptureNow TWAIN	12
PEC-SAAS-0572-0001	SaaS-CaptureNow TWAIN	16
PEC-SAAS-0697-0001	SaaS-CaptureNow PSIP TWAIN	13
PEC-SAAS-0717-0001	SaaS-Subscription Licensing Professional - 1 User	5
PEC-SAAS-0717-0025	SaaS-Subscription Licensing Professional - 25 Users	1
PEC-SAAS-0720-0001	SaaS-Test Subscription Licensing-Professional	1

PAYMENT SUMMARY

Start Date – End Date	Subscription Payments
July 1, 2024 - June 30, 2025	USD 207,289.57

Prices are exclusive of all taxes and governmental charges (such as duties). All invoices issued by Hyland will include all applicable taxes based on the jurisdiction in which the Customer is located. Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

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Moyer, Glenn R

From: Accounts Payable
Sent: Thursday, August 8, 2024 1:27 PM
To: Moyer, Glenn R
Subject: FW: EXT: Invoice # LE01-355552 - Hyland Software, Inc. - \$207,289.57 - Due 08/08/2024 - Ok to pay P0034266
Attachments: Bunker Hill Community College LE01-355552 2024-07-12.pdf

From: Leite, Maria <mleite@bhcc.edu>
Sent: Friday, August 2, 2024 10:17 AM
To: Accounts Payable <apayable@bhcc.edu>
Cc: Leite, Maria <mleite@bhcc.edu>
Subject: FW: EXT: Invoice # LE01-355552 - Hyland Software, Inc. - \$207,289.57 - Due 08/08/2024 - Ok to pay P0034266

Ok to pay P0034266

Maria Leite, M.S. Program & Project Management – MSPPM, CSM

Director of IT Project Management
Bunker Hill Community College
250 New Rutherford Avenue
Boston, MA 02129-2925
617 228 3411

mleite@bhcc.edu



From: Accounts Payable <apayable@bhcc.edu>
Sent: Saturday, July 20, 2024 8:54 PM
To: Leite, Maria <mleite@bhcc.edu>
Subject: FW: EXT: Invoice # LE01-355552 - Hyland Software, Inc. - \$207,289.57 - Due 08/08/2024

Hi MAria
I am not sure if Carlos sent the invoice attached.

Can you please advise if the attached invoice is OK to pay, if OK to pay, please forward do not reply because the invoice will not be attached.

Also, if you have already processed a PO or Blanket PO for this invoice can you indicate the number. If not, please process an OPR and send the invoice to the correct cost center accountant.

Thanks,
Rosa

From: Hyland Software, Inc. <hyland@myworkday.com>
Sent: Friday, July 12, 2024 3:59 PM

To: Accounts Payable <apayable@bhcc.edu>

Subject: EXT: Invoice # LE01-355552 - Hyland Software, Inc. - \$207,289.57 - Due 08/08/2024

Dear Hyland Customer,

Please find the attached new invoice # LE01-355552 that has been created on your account. This invoice will not be distributed by regular mail or fax so please process the attached invoice for payment. For billing inquiries, please email billing@hyland.com. For payment inquiries, please email accountsreceivable@hyland.com

Thank you,

Accounts Receivable
Hyland Software, Inc.

This email was intended for apayable@bhcc.edu

CAUTION: This email originated from outside of the BHCC organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Hyland Software, Inc.
 28105 Clemens Road
 Westlake, OH 44145
 United States of America

INVOICE NUMBER

LE01-355552

BILL TO Bunker Hill Community College
 Business Office 250 New Rutherford Ave
 Charlestown, MA 02129
 United States of America

SHIP TO Bunker Hill Community College
 Business Office 250 New Rutherford Ave
 Charlestown, MA 02129
 United States of America

INVOICE DATE	07/09/2024
QUOTE NUMBER	Q-286407
PAYMENT TERMS	Net 30
DUE DATE	08/08/2024
BILL TO CUSTOMER NO.	29451
FEDERAL TAX ID	34-1699247

CUSTOMER NO.	Customer Name
29451	Bunker Hill Community College

Billing Period: 07/01/2024 - 06/30/2025

	Description	Quantity	Unit Price	Extended Price
1	SaaS Fees Product: Perceptive Content	1.00	207,289.57	207,289.57

Notes
 Original PO: PO028510

Electronic Remittance Information	
Mail Checks to: Hyland Software, Inc. PO Box 846261 Dallas, TX 75284-6261 Overnight Address: Bank of America Lockbox Services Lockbox 846261 1950 N. Stemmons Freeway Suite 5010 Dallas, TX 75207	Wire/ACH Payments: Bank Name: Bank of America SWIFT: BOFAUS3N Account No: 8670616576 ACH Routing No: 071000039 Wire Routing No: 026009593 CHIPS No: 0959 Branch Code: 071000039 Account Name: Hyland Software, Inc.

Subtotal	207,289.57 USD
Tax	0.00 USD
Total Invoice Amount	207,289.57 USD
Balance Due	207,289.57 USD

For billing inquiries, please email billing@hyland.com.
 For payment inquiries, please email accountsreceivable@hyland.com.
 We encourage our customers to utilize our instant payment option via credit card to save time and eliminate hassle. Let us know if you'd like to take advantage of this option and we can create your account on our [payment portal](#) today.
 Please note that Hyland reserves the right to charge interest and/or suspend any or all services in the event that timely payment is not received.

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