

**CONTRACT 21-203-PCN**  
**EPROCUREMENT AND CONTRACT MANAGEMENT SOLUTIONS**

A CONTRACT BETWEEN PURCHASING SOLUTIONS ALLIANCE, Bryan, Texas AND OPENGOV, INC., San Jose, California.

This Contract is made and entered into by PURCHASING SOLUTIONS ALLIANCE, a program of the Brazos Valley Council of Governments (BVCOG) and hereinafter referred to as PSA, having its principal place of business at 3991 East 29th St., Bryan, Texas 77802, and OPENGOV, INC. hereinafter referred to as the CONTRACTOR, having its principal place of business at 6525 Crown Blvd Suite 41340, San Jose, California 95160-4053.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a Software as a Service (SAAS) Contract to become effective as of May 1, 2022 ("Effective Date") and to continue through April 30, 2024 (the "Contract"), subject to extension for three (3) additional one-year terms upon mutual agreement of the CONTRACTOR and PSA. PSA enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of eProcurement and Contract Management Solutions offered by the CONTRACTOR (the "Software Services"). The CONTRACTOR agrees to offer the Software Services through the PSA Contract to END USERS subject to END USERS entering into the CONTRACTOR'S software services agreement ("SSA") and accompanying order form (the "Order Form") and in the event professional services will be provided by CONTRACTOR, a statement of work (the "SOW").

CONTRACTOR retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of CONTRACTOR and PSA nor End User may not copy, imitate, or use them, in whole or in part, without CONTRACTOR's prior written consent.

PSA and End User may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. PSA and End User shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to CONTRACTOR or the Software Services platform

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence: 1) The text of this Contract form, 2) Exhibit A: CONTRACTOR's Response to RFP 21-203, including but not limited to, prices and options offered and finally negotiated and attached as well as the CONTRACTOR's Exceptions to RFP 21-203, and 3) Exhibit B: RFP 21-203, including any relevant addenda; all of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

### **ARTICLE 3: LEGAL AUTHORITY**

CONTRACTOR and PSA warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

### **ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and Federal, State and Local laws in effect or promulgated during the term of this Contract.

### **ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of PSA or CONTRACTOR. No provision of this Contract or act of PSA in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of PSA, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising there from.

### **ARTICLE 6: SUBCONTRACTS & ASSIGNMENTS**

Except as set forth herein, CONTRACTOR shall not assign, hypothecate or transfer, either directly or by operation of law, this Contract or any interest herein without the prior written consent of PSA, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Consultant may assign, upon written notice to PSA, its rights and obligations under this Contract to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Contract, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. In the event of such assignment by CONTRACTOR where consent is not provided by PSA, PSA shall have the right to terminate the Contract within seven (7) days from the later of (a) the date it receives written notice of such assignment, or (b) the assignment date. This Contract shall inure to the benefit of and bind each party's permitted assigns and successors.

### **ARTICLE 7: REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the RFP requirements. If CONTRACTOR fails to submit to PSA in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, and such failure is not cured within a reasonable amount of time, such failure may be considered cause for termination of this Contract.

### **ARTICLE 8: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

### **ARTICLE 9: DISPUTE RESOLUTION**

All claims, disputes and other matters in question arising out of or relating to this agreement with a breach thereof, except for claims which have been waived by the making or acceptance of final payment, shall be decided by mediation or non-binding arbitration pursuant to the Texas Arbitration Dispute Resolution Act, (Texas Practice and Remedies Code, Chapter 154), and in accordance with the rules then in effect unless the parties mutually agree otherwise. Each party shall pay its own legal and other costs relating to the mediation or the non-binding arbitration regardless of the outcome of the mediation or the non-binding arbitration. The mediator should be agreed upon by both parties and mediation will be conducted in Brazos

County, Texas. Participation in any Alternative Dispute Resolution does not constitute a waiver of any immunity or protections afforded to PSA or BVCOG.

#### **ARTICLE 10: LIMITATION OF CONTRACTOR'S LIABILITY; DISCLAIMER**

**By type.** Neither party, nor its suppliers, officers, affiliates, representatives, contractors or employees, shall be responsible or liable with respect to any subject matter of this agreement under any contract, negligence, strict liability, or other theory: (a) for error or interruption of use or for loss or inaccuracy of data or cost of procurement of substitute goods or services or loss of business; (b) for any indirect, exemplary, punitive, incidental, special, or consequential damages; or (c) for any matter beyond such party's reasonable control, even if such party has been advised of the possibility of such loss or damage.

**By amount.** In no event shall either party's aggregate, cumulative liability for any claims arising out of or in any way related to this agreement exceed the fees paid by CONTRACTOR to PSA for the services under this agreement in the 12 months prior to the act that gave rise to the liability.

**Disclaimer:** CONTRACTOR does not warrant that the software services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the software services. The software services are provided "as is" and CONTRACTOR disclaims all other warranties, express or implied, including, but not limited to, implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.

#### **ARTICLE 11: LIMIT OF PSA'S LIABILITY AND INDEMNIFICATION OF PSA**

PSA's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its administrative fee. In no event will PSA be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR agrees, to the extent permitted by law, to defend and hold harmless BVCOG, PSA, its board members, officers, agents, officials, employees, [and indemnities] from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of an uncured material breach of the Contract due to the CONTRACTOR's grossly negligent or willful acts or omissions in the performance of this Contract. CONTRACTOR shall notify PSA of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

#### **ARTICLE 12: TERMINATION FOR CAUSE**

If either party materially breaches any term of this Contract and fails to cure such breach within thirty (30) days after notice by the non-breaching party, the non-breaching party may terminate the contract. With respect to software services provided by CONTRACTOR under the Contract, END USER will be responsible for payment of any portion of the annual software services fee due, and any payment made for software services shall be non-refundable. With respect to professional services that may be provided by CONTRACTOR pursuant to a Statement of Work, END USER will be responsible for payment of any portion of the professional services completed prior to termination of the Contract. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

#### **ARTICLE 13: TERMINATION FOR CONVENIENCE**

PSA may cancel or terminate this Contract at any time by giving one hundred and eighty (180) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR.

#### **ARTICLE 14: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by PSA, the State of Texas, Federal regulations and the acts and regulations of any funding entity. CONTRACTOR agrees to notify PSA of any suspected fraud, waste, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

### **ARTICLE 15: GOVERNING LAW & VENUE**

PSA and the CONTRACTOR agree that the contract awarded from this Request for Proposal shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas. Disputes between END USER and CONTRACTOR are to be resolved in accordance with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify PSA of such disputes.

### **ARTICLE 16: PAYMENT OF PSA FEE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable three (3) % PSA Administrative Fee. The Administrative Fee on all sales made pursuant to the PSA contract is to be calculated by multiplying the total sales by 3%. CONTRACTOR will remit the total Administrative Fee due with the monthly report as required and stipulated in Exhibit B – RFP No. 21-203. Any PSA fee collected by CONTRACTOR from END USERS, including END USERS without Interlocal Contracts, shall be paid to PSA by CONTRACTOR. CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal Contracts with PSA. PSA reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit PSA's fee. In no event shall PSA have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR. For all Software Services sold by CONTRACTOR to END USERS, CONTRACTOR shall invoice and collect payment from END USERS on an annual basis in accordance with the corresponding rates in Exhibit A. Such invoicing and collections from END USERS shall be on a customary "net 30" basis. PSA agrees to hold CONTRACTOR liable for the PSA Administrative Fee due hereunder solely to the extent proceeds have cleared from END USER to CONTRACTOR.

### **ARTICLE 17: VOLUME PRICING**

The CONTRACTOR reserves the right to provide and negotiate volume discounts that are less than the prices shown in Exhibit A. In no case shall prices exceed those listed in Exhibit A.

### **ARTICLE 18: CHANGE OF CONTRACTOR STATUS**

Subject to Article 6, CONTRACTOR shall immediately notify PSA, in writing, of ANY change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. Subject to Article 6, PSA shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

### **ARTICLE 19: EXCLUDED PARTIES**

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

### **ARTICLE 20: CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS**

The CONTRACTOR agrees 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 PSA and the END USERS' Federal awarding agencies and the Regional Office of the Environmental Protection Agency (EPA).

### **ARTICLE 21: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

In accordance with 2 CFR 200.333 and 2 CFR 200.336, CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. PSA, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off

the premises of CONTRACTOR upon advance written notice and during CONTRACTOR'S normal business hours. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that PSA's duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

#### **ARTICLE 22: COMPLIANCE WITH BUY AMERICA PROVISIONS**

For END USERS who have a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act), CONTRACTOR certifies that it is in compliance with all applicable provisions of the Buy America Act.

#### **ARTICLE 23: BYRD ANTI-LOBBYING AMENDMENT**

Pursuant to 31 U.S.C. 1352, when federal funds are expended by END USER, CONTRACTOR certifies that during the term of this Agreement it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). CONTRACTOR also certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (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) CONTRACTOR shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

#### **ARTICLE 24: DEBARMENT AND SUSPENSION**

In accordance with 2 CFR 180.220, CONTRACTOR certifies that CONTRACTOR is not currently listed on the government-wide exclusions in the System for Award Management (SAM), is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. CONTRACTOR further agrees to immediately notify PSA and all END USERS with pending orders or seeking to purchasing from CONTRACTOR if CONTRACTOR is later listed on the government-wide exclusions in SAM, or is debarred, suspended or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **ARTICLE 25: PROCUREMENT OF RECOVERED MATERIALS**

In accordance with 2 CFR Part 200.323, CONTRACTOR agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

#### **ARTICLE 26: RIGHTS TO INVENTIONS**

For all contracts resulting from this Agreement and the END USER is spending funds from an award that meets the definition of "funding agreement" under 37 CFR § 401.2 (a), and Contractor wishes to enter into a

contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the federal awarding agency.

#### **ARTICLE 27: PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

In accordance with 2 CFR Part 200.216, Contractor is prohibited from obligating or expending any funds received as a result of this Agreement to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### **ARTICLE 28: DOMESTIC PREFERENCES FOR PROCUREMENTS**

In accordance with 2 CFR Part 200.322, Contractor agrees, to the greatest extent practicable, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **ARTICLE 29: CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If CONTRACTOR subcontracts any portion of the delivery or providing of property and services to an END USER, CONTRACTOR must make good-faith, reasonable efforts to take the affirmative steps provided in 2 CFR Part 200.321(b)(1) – (5).

#### **ARTICLE 30: CONTRACTING INFORMATION RESPONSIBILITIES**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the

requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

#### **ARTICLE 31: FOREIGN TERRORIST ORGANIZATIONS**

CONTRACTOR represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

#### **ARTICLE 32: CERTIFICATION NOT TO BOYCOTT ISREAL**

CONTRACTOR represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Contract. If circumstances relevant to this provision change during the course of the contract, CONTRACTOR shall promptly notify PSA.

#### **ARTICLE 33: COVID-19 VACCINE PASSPORT PROHIBITION**

CONTRACTOR certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the CONTRACTOR's business. CONTRACTOR acknowledges that such a vaccine or recovery requirement would make CONTRACTOR ineligible for contracts funded by the State of Texas.

#### **ARTICLE 34: DEALINGS WITH PUBLIC SERVANTS AFFIRMATION**

Pursuant to Section 2155.003 of the Texas Government Code, CONTRACTOR represents and warrants that it 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 the contract.

#### **ARTICLE 35: ENERGY COMPANY BOYCOTTS**

CONTRACTOR represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, CONTRACTOR shall promptly notify PSA.

#### **ARTICLE 36: FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION**

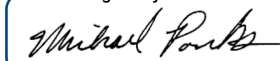
CONTRACTOR verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, CONTRACTOR shall promptly notify PSA.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for the **Purchasing Solutions Alliance**, Bryan, Texas:

DocuSigned by:



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Michael Parks, AICP

Executive Director

**Brazos Valley Council of Governments**

5/10/2022

Date

Signed for the **OpenGov, Inc.**, San Jose, California:

DocuSigned by:



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Waranya Simbeck

Head of Finance

**OpenGov, Inc.**

5/17/2022

Date



**Contract 21-203-PCN**

**Exhibit A: Offeror's Response to RFP 21-203**

**ORIGINAL**



# eProcurement & Contract Management Solutions RFP# 21-203

TO: Susan Lightfoot, Purchasing Director

Purchasing Solutions Alliance Program Director  
3991 East 29th St, Bryan, TX 77802

Published: Monday, May 24<sup>th</sup>, 2021

Due Date: Tuesday, June 22<sup>nd</sup> at 5:00 p.m. via MAIL/PAPER DELIVERY

ADDENDUM 1 June 9<sup>th</sup>: RECEIVED AND READ

ADDENDUM 2 June 10<sup>th</sup>: RECEIVED AND READ

Response by: Govlist, Inc. dba



**ProcureNow**  
An OpenGov Company

Corporate Headquarters: 530 Divisadero St #797, San Francisco, CA 94117

Key Personnel:

Thao Hill, Chief Customer Officer, [thao@procurennow.com](mailto:thao@procurennow.com), 415-470-2428

Geri Forslund, Director of Customer Success, [geri@procurennow.com](mailto:geri@procurennow.com), 850-591-8043

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## Cover Letter

Susan Lightfoot | Purchasing Director  
Purchasing Solutions Alliance (PSA)  
3991 EAST 29TH ST, Bryan, TX 7780

Dear Susie,

It is with an immense amount respect and gratitude that Govlist, Inc (dba ProcureNow and hereafter referred to as ProcureNow) submits our response to your request for proposals to deliver an enterprise eProcurement platform as part of PSA's offerings to its members.

If an agency seeks a comprehensive solution that results in modern/intuitive software, expert services, and a true procurement technology partner that makes their teammates' and their suppliers' work lives more enjoyable and more successful, ProcureNow is the right partnership for your members.

Our company, our customers, and our team's current and past experiences make ProcureNow uniquely qualified to meet and exceed your member Agencies' priorities and challenges. Electronic bidding can increase quality, convenience, and efficiency, and there are many options in the marketplace to help with electronic bidding. Nearly all of them miss the mark on making the experience user friendly and intuitive. Most of them were built decades ago, and unfortunately were not built to scale and cannot easily modernize to today's highly connected users – and that puts their customers at a big disadvantage on Day 1. *ProcureNow's eProcurement platform has been available to governments for just over 3 years, and we offer enhancements for our customers on a regular (bi-weekly) basis.*

The Challenge: who can PSA's member agencies partner with who 1) has a modern and comprehensive procurement cloud-based system, 2) solves some of the biggest challenges facing public procurement today, 3) can innovate their solution at the same speed as private sector technology innovation, 4) can future proof their procurement tool kit so they won't ever find themselves with a system that's outdated, 5) has proven their solution works at a hyperscale, enterprise local government level, and 6) is cost effective?

Your ProcureNow project team and our customers call attention to the same challenges your membership faces, and we work together as One ProcureNow Community to solve them. We invite PSA and your members to join the ProcureNow community of procurement innovators. The time to achieve something bigger and better is now – and ProcureNow gives our customers the platform to do just that.

In reading, digesting, and co-owning the Requirements stated in your request – ProcureNow is committed to helping PSA and your members exceed these goals and stand out as one of the country's top public procurement innovators.

Sincerely,



Thao Hill  
Chief Customer Officer @  
ProcureNow (an OpenGov Company)

## Section 1 – Executive Summary

Vendors must condense and highlight the contents of the proposal in a separate section titled “Executive Summary.” Indicate why your products and services are superior to others in the market.

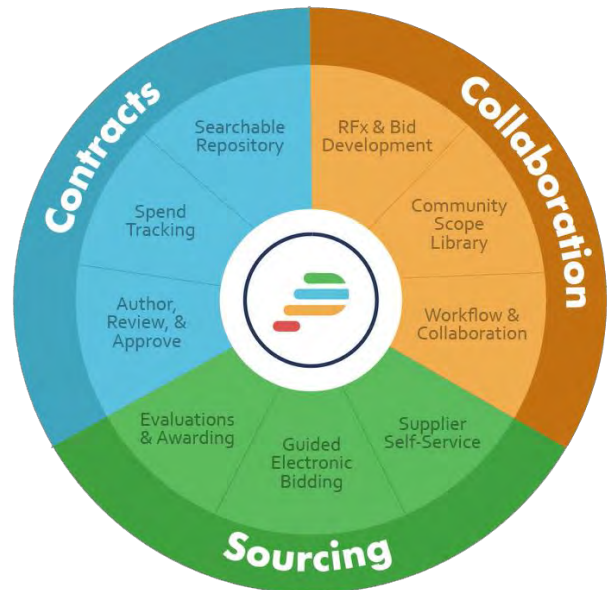
Upfront, the ProcureNow team wants to stress our unique position for PSA and its members. Our “intake” solution helps government buyers make the decision about which procurement vehicles are available to them when making the decision about how to source– and that INCLUDES promoting Purchasing Solutions Alliance contracts as a WORKFLOW OPTION/Alternative to going out to bid or RFP. We realize that, sometimes, leveraging cooperative purchasing makes a ton of sense, and other times – using our RFP and bid writing tools makes more sense.

If PSA awards the eProcurement and Contract Management Solutions RFP exclusively to ProcureNow, we will in turn promote PSA as the Cooperative Procurement “embedded” option – effectively promoting all PSA contracts to all ProcureNow customers from within the solution workflow.

Also, because PSA/Brazos Valley leverages ProcureNow as your eProcurement solution, your awarded solicitations will be searchable by the entire ProcureNow customer community – automatically.

ProcureNow is a comprehensive, intuitive cloud-based solution that empowers public agencies to manage and automate the complete process for developing and collaborating on all purchasing projects from request to award.

1. Write comprehensive scopes of work and requirements within our departments using intuitive guidance and with good "business language" that will make sense to vendors who are qualified to respond.
2. Build RFPs and bids in such a way so that Vendors respond in a consistent, intuitive, guided way every time.
3. Connect your projects to a database of vendors AND social media to boost the marketing efforts automatically of purchasing opportunities, which will lead to more vendors responding because the solution guides them intuitively.
4. Design the evaluation process language for RFP and bids – leveraging that to automate electronic scoring and bid tabulation.
5. Create your bid tables electronically, allowing our vendors to easily understand how we want them to respond in a way is fair and objective to finding the best value and/or lowest price.
6. Ensure the consistency of required compliance language within our bids by mandating the language to be locked so that no one can change that part of the solicitation language
7. Includes live support and live collaboration tools for both bidders and internal teams, eliminating unnecessary wasting of time due to using the wrong tools.
8. Create, collaborate, review, store, categorize, retrieve, and remain proactive with all contracts, and offer more self-service transparency tools for the public.



ProcureNow exceeds the current expectations of the public procurement software industry. California Techwire recently released an article they wrote on the successes the City of Milpitas, California achieved by looking beyond traditional electronic bidding solutions and seeking a full lifecycle purchasing workflow automation solution: [Cities Find Way to Streamline RFPs, Contract Management](#).

- **Accelerate Workflows and Approvals** – ProcureNow customers report between a 60-80% decrease in the amount of time spent developing solicitations JUST with live collaboration tools built into the software and eliminating the shuffle of word processor documents and approvals through email inboxes.
- **Automate preparation and distribution of bids and requests for proposals** – ProcureNow is the only government procurement solution that will guide you through BOTH the complete development AND distribution phases of a solicitation.
- **Meet publication requirements** – check. Not only do we have our own ProcureNow Vendor Community Network, but your solution will make the process of posting to online publication wires “one click” easy.
- **Simplify bid evaluations** – a fully integrated evaluation and scoring module means you’ll never have to print copies of proposals for evaluators or distribute and collect spreadsheets. One system takes you from idea to contract.
- **Give departments and the public easier access to documents** – Departments. Transparency and visibility internally are keys to setting better expectations between purchasing and the rest of the Agency. ProcureNow was built for (and includes the proper enterprise security design) to allow ALL Agency employees to participate and collaborate on projects they are invited to. Public. ProcureNow has lowered the barrier of difficult for the public to gain access to bid documents. No more forcing vendors to fill out long applications to subscribe and view your bids – or forcing them to try to figure out non-intuitive interfaces built decades ago.
- **Maintain documents for public records requests** – retention of all files is unlimited and available securely in the cloud.
- **Manage insurance certificates** – Yes. We’ll help you keep your certificates in one place and up to date with centralized expiration notifications.
- **Provide access to a wider vendor audience** – We intentionally made collecting vendor fees for premium notification services prohibited because if we were to do that, we would inherently have a conflict of interest in trying to ensure the widest vendor audience outreach possible for you, plus we want our customers to know us as the company that helps them succeed in their roles and their careers.

## Section 2 – Product Offerings

Fully describe the products and services offered in your proposal. Discuss any optional features/services. Discuss any customization options that are available.

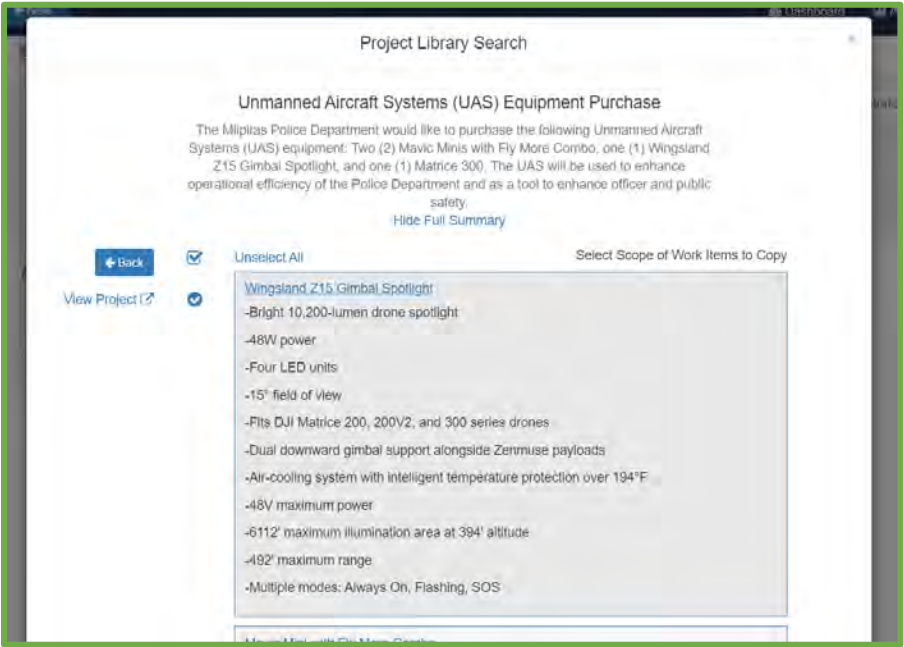
### Typical Existing Scenarios and How ProcureNow Helps

Whether a member agency is currently managing a paper-based procurement or contracting process or the agency has a an outdated electronic solution, ProcureNow has the technical knowledge and the experience to successfully transition you from your current legacy workflows to ProcureNow.

#### Writing Specifications and Developing Contracts

Historically, many internal department customers develop specifications and contracts using previous bids, ‘borrowing’ from other agencies, or from scratch.

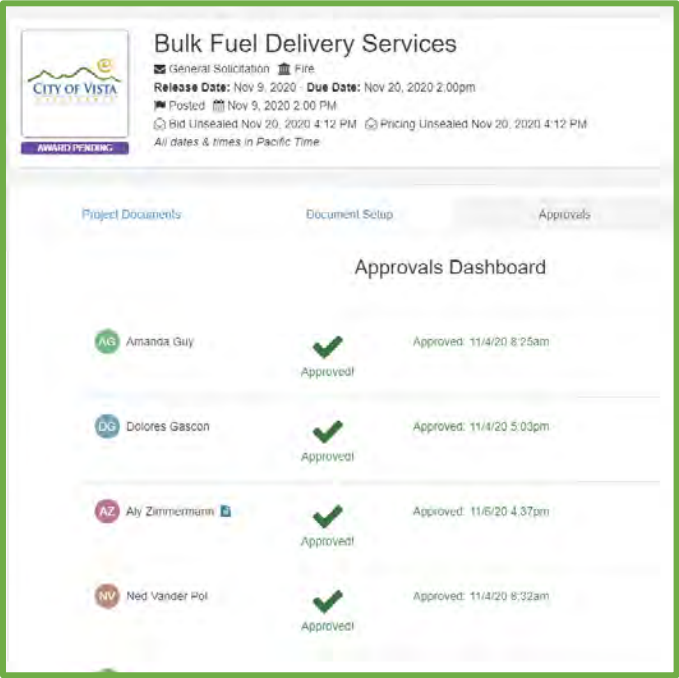
They will now be able to do this within the ProcureNow app. Whether the solicitation came from within, from another ProcureNow agency, or by linking the user to cooperative purchase options, we make “borrowing” much easier because your solicitation will have your up-to-date compliance language at the same time as including scope requirements that could have been borrowed from another solicitation.



Scheduling

The Clerk’s office often receives a request to schedule a bid opening or RFP collection date either from Purchasing or the lead department. The request is logged on an Excel spreadsheet and an Outlook meeting invite is sent to the applicable staff members

With ProcureNow, this will all be completed within the tool, eliminating the multiple entry in multiple locations. Staff members can be invited to receive notification about important timeline dates, bid openings being one of those notifications. The Clerk can have their own access to ProcureNow to approve and keep track of the dates – and ultimately completing the virtual bid opening right within ProcureNow!

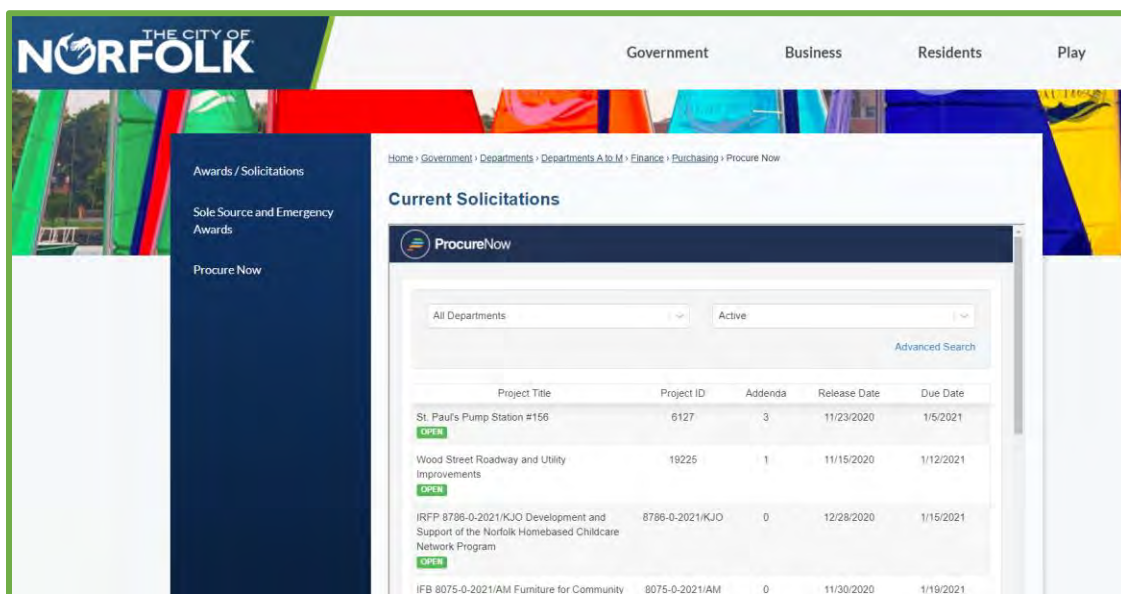




## Posting

The bid is posted on the Agency website, 5 bulletin boards (paper coversheet), and bid notification system are activated and vendors are notified. Any addenda are posted on the website and through whatever other means are available to them at the time.

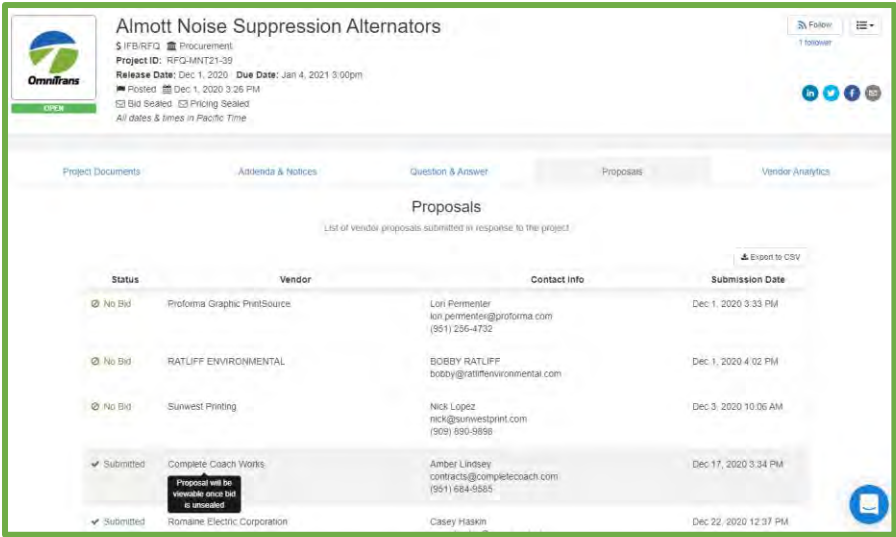
- ProcureNow will automatically post to your website, eliminating any need to re-enter bid information on your website as well as your bidding module.
- Your solution will also generate the Notice for the Agency to print for your bulletin board posts.
- Your solution will include notification to the ProcureNow Vendor Community Network.
- Drafting, approving, posting, and notification of addenda is completely automated with ProcureNow.



Collection

As responses are submitted, with a paper-based process, the Purchasing or Clerk’s office timestamps the packages and places them aside in a “locked cabinet” until the calendared deadline.

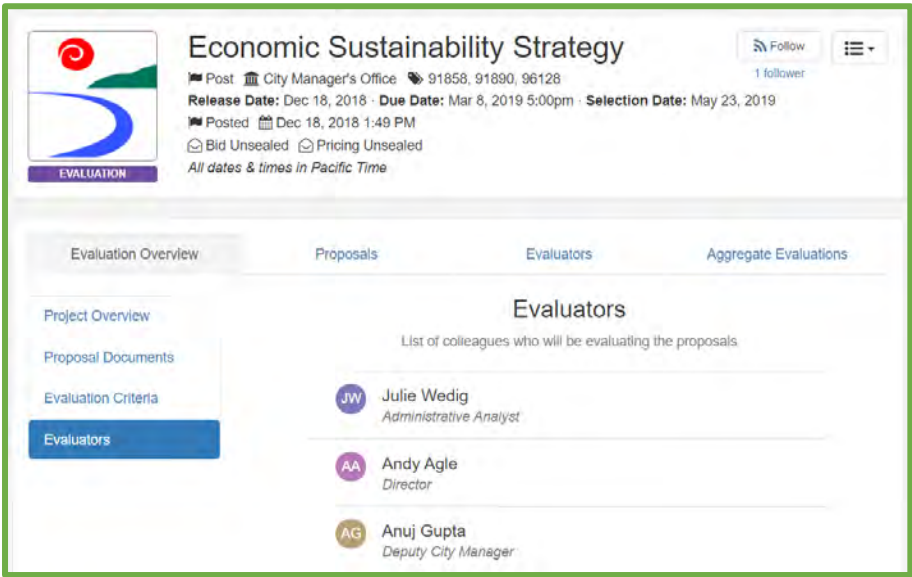
No one, not even ProcureNow administrators, can access a submitted bid. Similar to how it is described above, only the Vendor name, contact information, and timestamp will be visible. Your bid packages are virtually “set aside” until the bid due date. Once you are live, you’ll never have to handle a physical bid package ever again.



Submittals – RFPs:

After the close of the submittal deadline, our team would previous see RFPs collected and a clerk would type all submissions onto a Word document which identifies the name of the bidder, their city and state, which is emailed to staff. The RFPs would be sent to staff via interoffice mail for review.

Now, this can all be completed electronically, even down to their digital acceptance of any conflict of interest or confidentiality agreements.



## Submittal – Bids:

Typically, after the close of the deadline, we will see procurement or the clerk's office hold a public bid opening. The bids are opened and bid totals are read aloud to the room. Once the opening has concluded, the clerk types all submissions onto a Word document which lists the name of the bidder, their city, state, and bid total which is emailed to staff. The project manager retrieves the opened bids from the bid opening location for review. Note that the project manager also typically works from a different location.

This will all be completed within ProcureNow. And since we're cloud based – you can be anywhere in the world! You can even evaluate your bid totals on your iPhone and Android device. All of the typing you described above will go away and be replaced with simple access to ProcureNow. With a click of a button, this information can be sent to the bidders as well, essentially replicating a public bid opening... but online.

**Heavy-Duty Transmission Jacks**  
 \$ IFB/RFP Procurement  
 Project ID: RFQ-MNT21-36  
 Release Date: Nov 17, 2020 Due Date: Dec 17, 2020 3:00pm  
 Posted: Nov 17, 2020 2:57 PM  
 Bid Unsealed Dec 17, 2020 3:00 PM Pricing Unsealed Dec 17, 2020 3:00 PM  
 All dates & times in Pacific Time

**Bid Tabulations**

Selected Vendor Totals

Vendor	Bid Total
#1 Westcon International	\$16,166.67
#2 B&H International LLC	\$20,480.04
#3 Elite Automotive Services	\$21,996.36
#4 Air & Lubre Systems, Inc.	\$22,126.56
#5 Kwik-i-Automotive Inc.	\$22,667.04

**Bid Price Form**

Item	Unit of Measure	Quantity	Unit Price	Total Price	Westcon International	B&H International LLC	Elite Automotive Services	Kwik-i-Automotive Inc.	Air & Lubre Systems, Inc.
Heavy-Duty Transmission Jacks	EA	3	\$16,932.00	\$16,963.00	\$20,367.00	\$20,988.00	\$16,821.18		
Sales Tax - 8.1%	LOT	1	\$1,594.56	\$1,517.04	\$1,629.36	\$1,670.04	\$1,345.69		
Shipping/Delivery	LOT	1	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00		
<b>Total</b>				\$22,126.56	\$20,480.04	\$21,996.36	\$22,667.04	\$18,166.67	

**Award Project**

## Evaluation

The submittals are evaluated and if required, a staff report is prepared.

Due to the pandemic, we have seen a lot of agency struggle with this part of the process due to increased remote coordination efforts.

Evaluations are completed & results easily exported/printed from within ProcureNow for reporting purposes.

**As-Needed Stormwater Program Technical Support Services**  
 General Solicitation Engineering  
 Release Date: Jul 13, 2020 Due Date: Aug 14, 2020 4:00pm  
 Posted: Jul 13, 2020 9:00 AM  
 Bid Unsealed Aug 14, 2020 2:01 PM Pricing Unsealed Aug 14, 2020 4:01 PM  
 All dates & times in Pacific Time

**Aggregate Scores Summary**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total Score
Dustek	70%	66%	81%	45%	70.5%
AECOM	91%	95%	95%	47%	82%
YMEA	37%	79%	52%	8%	41.75%
Michael Baker International	68%	66%	68%	25%	62%
CASC Engineering and Consulting, Inc.	72%	78%	75%	51%	68%
HCR Engineering, Inc.	91%	91%	87%	73%	85.6%
C/Vale Corporation	39%	81%	46%	33%	49.75%
Weston Solutions, Inc.	69%	82%	81%	19%	62.75%
Southwest Hydro Analytics, Inc.	0%	0%	0%	0%	0%

Click a vendor's name to view the scorecard submitted by each evaluator for that proposal.  
 Click an evaluator's score to view the detailed scorecard for each proposal reviewed by that evaluator.

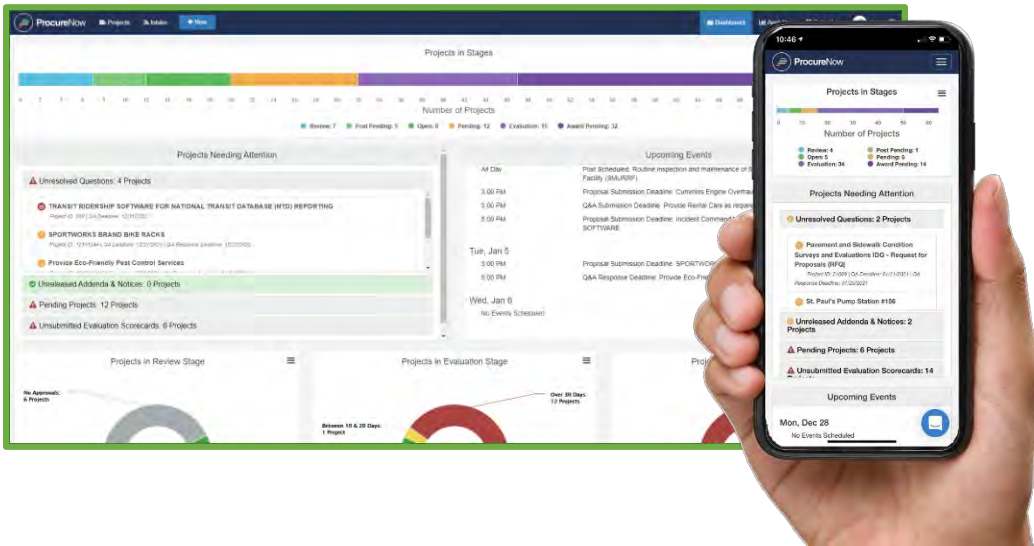
Pricing Results								
Bidder's Proposal – 41st Avenue & Soquel Drive Sewer Rehabilitation								
<div>Export to Excel</div> <div>Export to CSV</div>								
Description	Unit of M.	Amerson Pacific Engineering Construction, Inc.			Ben Chappie Company			Amount
		Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	
Mobilization	LS	1	\$25,000.00	\$25,000.00	1	\$26,500.00	\$26,500.00	1
Traffic Control System	LS	1	\$45,000.00	\$45,000.00	1	\$36,000.00	\$36,000.00	1
Temporary Sewer Bypass Pumping	LS	1	\$10,000.00	\$10,000.00	1	\$64,000.00	\$64,000.00	1
Temporary Shoring and Shoring	LS	1	\$10,000.00	\$10,000.00	1	\$24,000.00	\$24,000.00	1
8" PVC Sewer Main	LF	1200	\$500.00	\$600,000.00	1200	\$373.00	\$447,600.00	1200
Reconnect Sewer Laterals (Revocable)	EA	14	\$1,500.00	\$21,000.00	14	\$1,600.00	\$22,400.00	14
Replace Manhole Frame and Cover	EA	4	\$1,750.00	\$7,000.00	4	\$2,000.00	\$8,000.00	4
Line Existing Sewer Manhole	EA	1	\$12,000.00	\$12,000.00	1	\$17,000.00	\$17,000.00	1
Slurry Seal	SY	4800	\$10.00	\$48,000.00	4800	\$12.00	\$57,600.00	4800
Permanent Striping and Markings	LS	1	\$15,000.00	\$15,000.00	1	\$17,000.00	\$17,000.00	1
Total				\$798,000.00			\$714,100.00	

ProcureNow Solutions Overview

Many agencies are seeking a modular eProcurement and Contract Management solution that incorporates features and functionalities which will streamline the bid creation process and posting, with attachments, bid evaluation and award process, and ultimately help support your tracking of many contracts. With ProcureNow, your member agencies will be able to do the following:

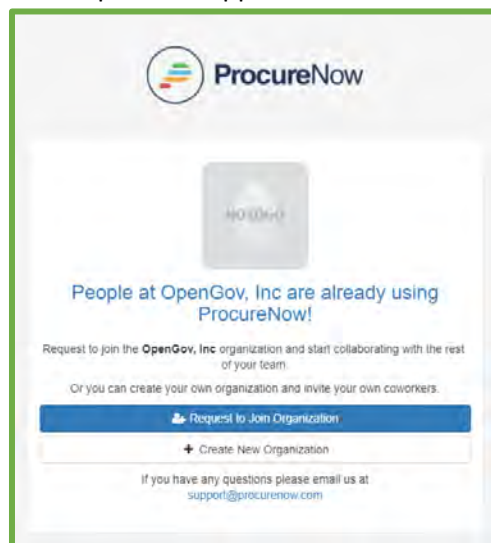
Improve, automate, streamline, and simplify bid specifications creation with a library, compilation, tracking, collaboration, approval and distribution process for all departments and divisions within the Agency.

This is exactly why we created ProcureNow. There just didn’t exist a solution that solved the biggest challenges facing public procurement – that was intuitive enough that anyone in any department could use it without needing a 100-page training manual: Creation with proper research, compiling all the necessary parts of complex solicitations, gaining consensus with collaborative tools, ensure all the right eyes see and approve the project without overwhelming everyone... What the Agency is asking for, ProcureNow delivers to all our customers. (actual screenshot from laptop and phone of the same dashboard page)

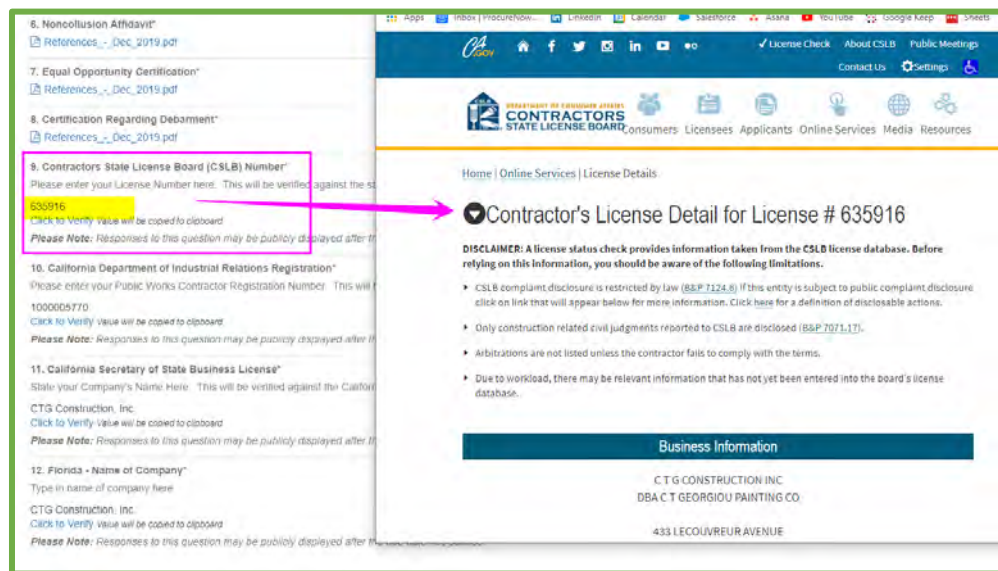


Allow for vendors to register at no cost, avoiding duplicate records. Perform real-time verification of certifications and licenses, generate reports and broadcast messages to selected vendors.

1. Vendor registration has no monetary cost, and we've kept the barrier or entry low for gaining access to your bids, meaning, bidders don't have to fill out tabs upon tabs of information just to read a bid. ProcureNow's onboarding process for a vendor is meant to be easy and guided.
2. Avoiding duplicates: ProcureNow checks the vendor database when someone from a company signs up to see if anyone else at the company has already registered. It will try to help them join their user accounts if it makes sense to do so. This eliminates duplicate supplier records.

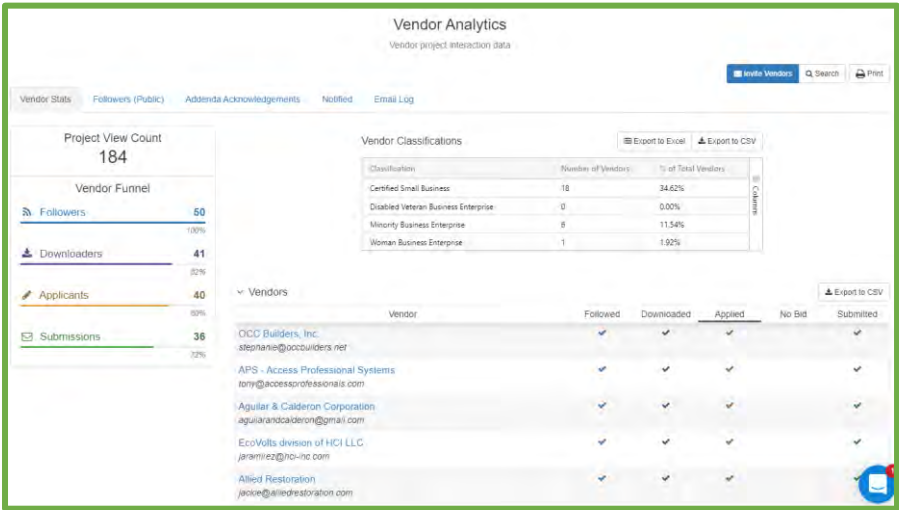


3. Real-time verifications: The follow screenshot shows an example of how ProcureNow eases the process of verifying licenses and certifications:





4. Reporting capabilities exist throughout the tool. Very powerful visualizations help ensure every solicitation has the best chance of success:



5. Vendor Broadcast messages:

ProcureNow supports use of Category classifications. Vendors will have the opportunity to which classification system is desired. This categorization is OPTIONAL. We do not force vendors to choose categories, in which case they will receive all notifications from the Agency.



The Agency will have access to the list of Vendors who are subscribed to receive bid notifications as shown below. Vendors have the ability to securely update their notification settings.

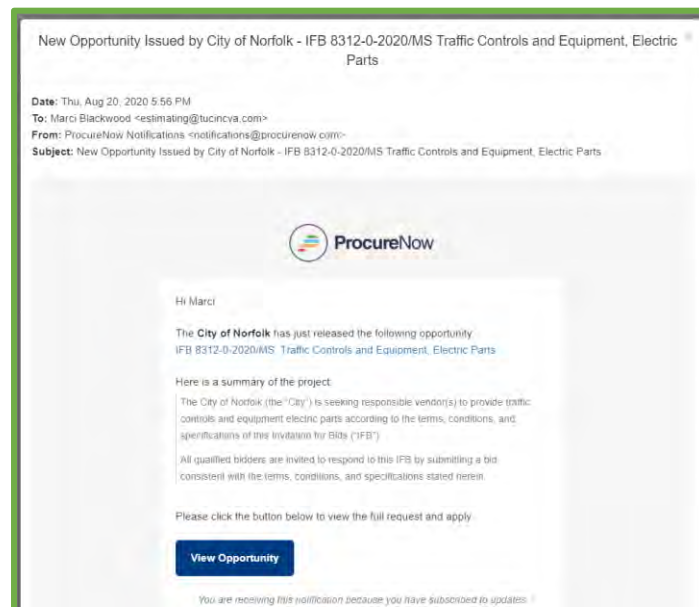
The screenshot displays the 'Vendor Management' page, which lists vendors subscribed to receiving bid notifications. The table includes columns for Vendor, Subscriber, Email, Address, City, State, Zip, Phone, Website, Date Added, Category Codes, Status, Business, EIN, DUNS, and Cost. The list includes vendors such as Accredited Language Services, Accrete Solutions, Accrete, Inc., Accrete, and Accrete Background.

The following vendor facing notifications are standard with any ProcureNow Implementation:

1. New Opportunity Issued
2. Questions Answered
3. Addendum Issued
4. Deadline Approaching
5. Bid/Proposal Received
6. Public Notice Issued
7. Bids Unsealed and Visible
8. Award Recommendation
9. Project Awarded

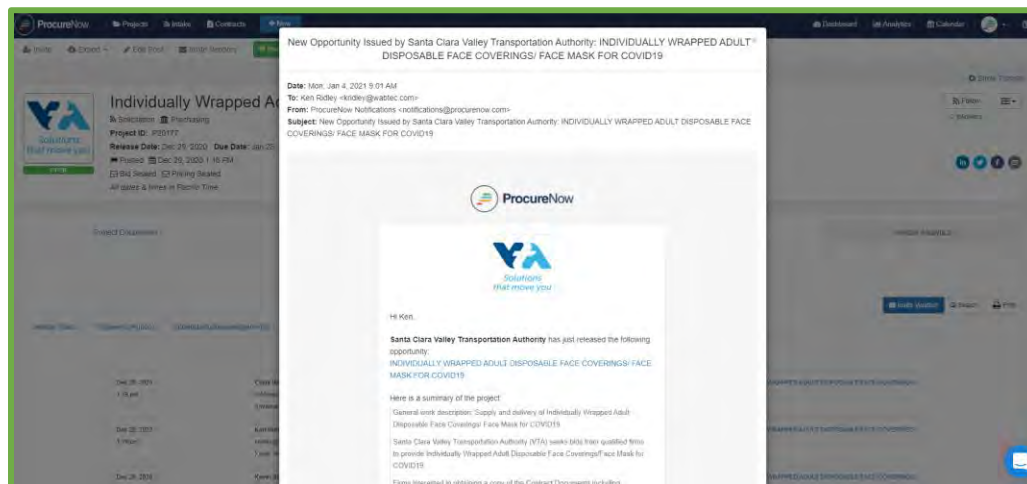
Other optional emails are sent, such as the “vendor disqualified” messages.

Many important internal alerts are included as well, in order to help staff stay on top of any activity on the project.

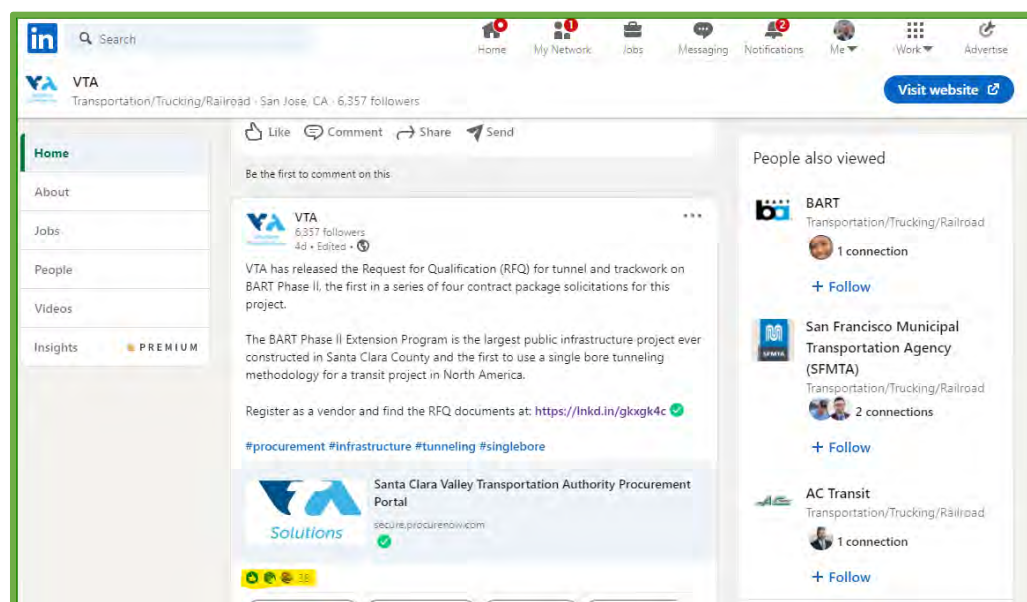


Manage the process of bid issuance, advertising via social media, conducting evaluations including automating scoring, and award including construction and public works projects.

**Bid issuance** – in this screenshot, one can see the email log of bid issuance notifications from ProcureNow:

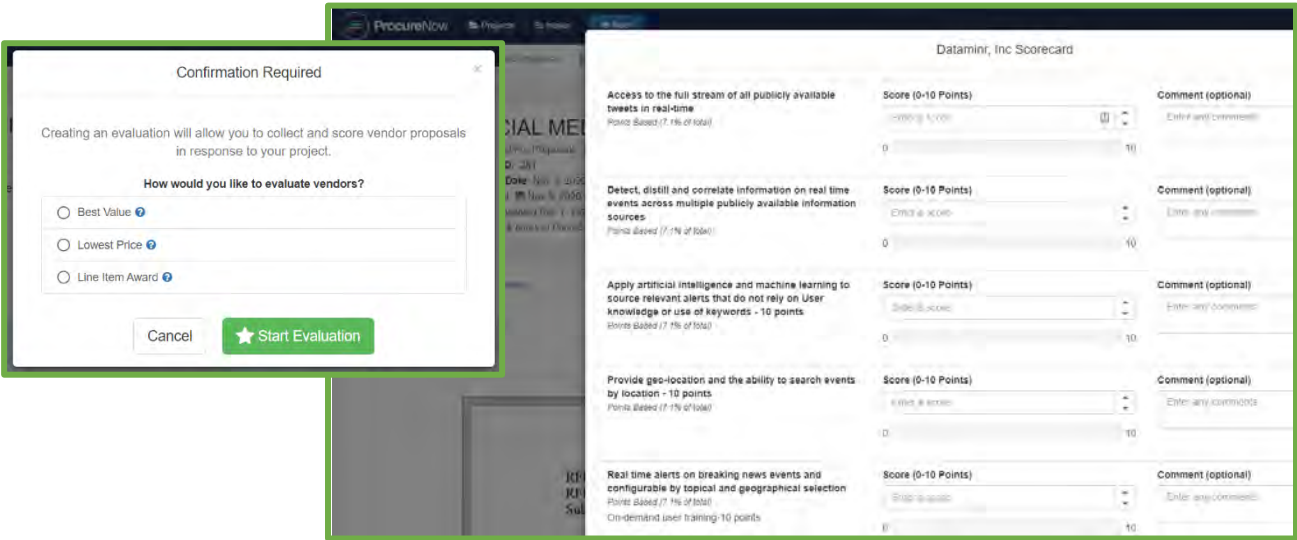


**Advertising via social media** – this is “one click easy” with ProcureNow. In this example, VTA’s community outreach program posts bid notifications using ProcureNow:

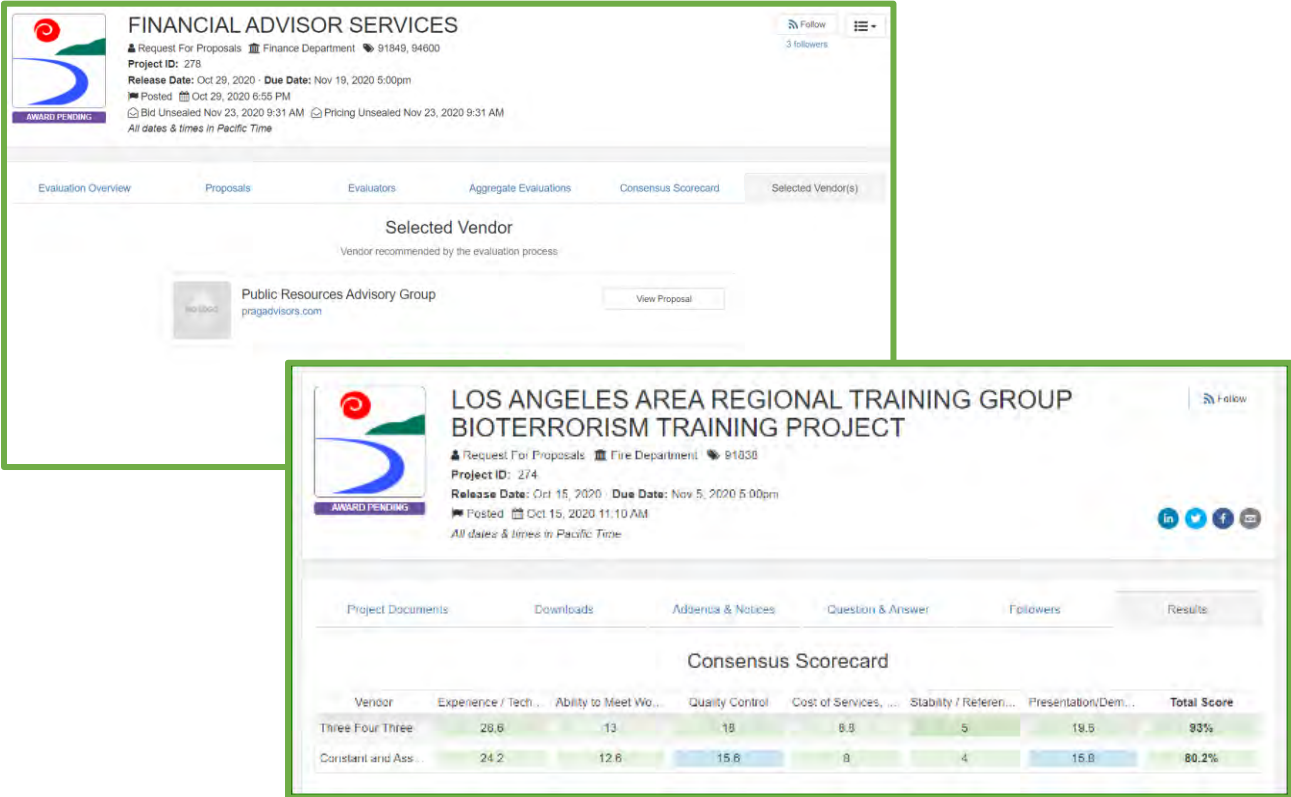




conducting evaluations including automating scoring – Yes, a fully comprehensive solution to accommodate a whole host of different evaluation scenarios:



Award – recommendation and finalizing award, and the communication of this to your supplier community is automated with ProcureNow. This example shows how not just lowest bidder, but the winner of an evaluation process can be displayed for the public with automated notification of the recommended and finalized awards.



**Including construction and public works projects** – ProcureNow works with numerous Public Works departments, and in some cases, we contract directly with the public works department. Our customers love ProcureNow for public works and construction projects because we make designing the electronic bid and bid sheets easy and intuitive. Bidders are intuitively guided through these very complex bids, and ProcureNow helps ensure the format is understood and followed. Finally, tabulating lowest price/responsive/responsible is easy with ProcureNow – communicating responses (with virtual bid openings) and the award process are fully automated, transparent, and compliant.

**Notice Inviting Bids for SSF 2020 Pavement Rehabilitation Project**

Project ID: 162104  
Release Date: Dec 16, 2020 Due Date: Jan 26, 2021 2:00pm  
Project: Dec 16, 2020 4:00 PM  
All dates & times in Pacific Time  
No Bids  
Time Remaining: 21 days, 22 hours, 25 minutes

**4. Pricing Table**

Award based solely on the Base Bid Total Price and not a combination of the Base Bid and Bid Alternative Total Price

Item Description	Entered	Unit of Measure	Unit Price	Total Price
Mobilization and Demobilization	1	LS		
Clearing, Grubbing and Environmental Protection	1	LS		
Traffic Control and Construction Area Signs	1	LS		
Public Posting and Notification	1	LS		
Changeable Message Signs	10	SA		
Remove Thermoplastic Markings and Striping and Lane Markers	1	LS		
Remove and Replace Storm-Drain Inlet/Outlet Frame and Cover and Adjust to Grade	1	SA		
Remove and Replace Temporary Sealed Manhole Frame and Cover and Adjust to Grade	33	SA		
Remove and Replace Survey Monument Frame and Cover and Adjust to Grade	13	SA		

**4. Vendor Submissions**

To respond to this project, please click the "Draft Response" button above.

**1. Proposal/Bid Documents**  
Please refer to Section 5.3 STATEMENTS OF QUALIFICATIONS of the RFP or Response Requirements for details on Statements of Qualifications that is to be submitted in this response section.  
Upload your files here or click to select files to upload.  
\*Response required

**2. Please upload the completed narrative and VTA Diversity Survey**  
Please upload your files here or click to select files to upload.  
\*Response required

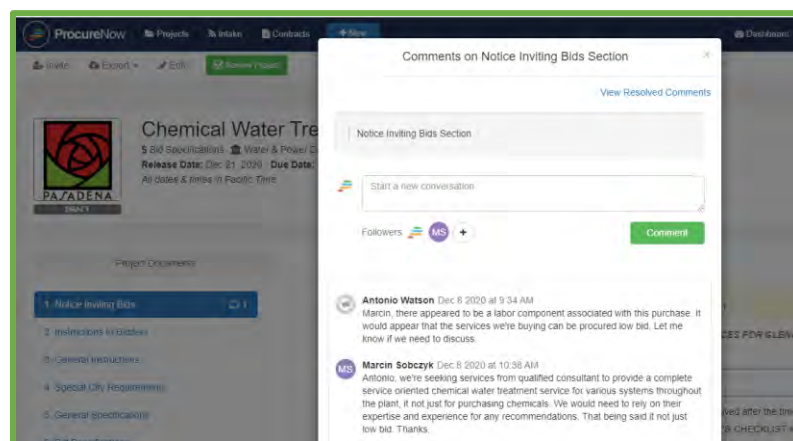
**3. SBC/DVBE Certification ID**  
Please type your SBC/DVBE Certification ID. This will be verified by the Cal eProcure website.  
\*Response required

### Allow for large attachments such as construction drawings

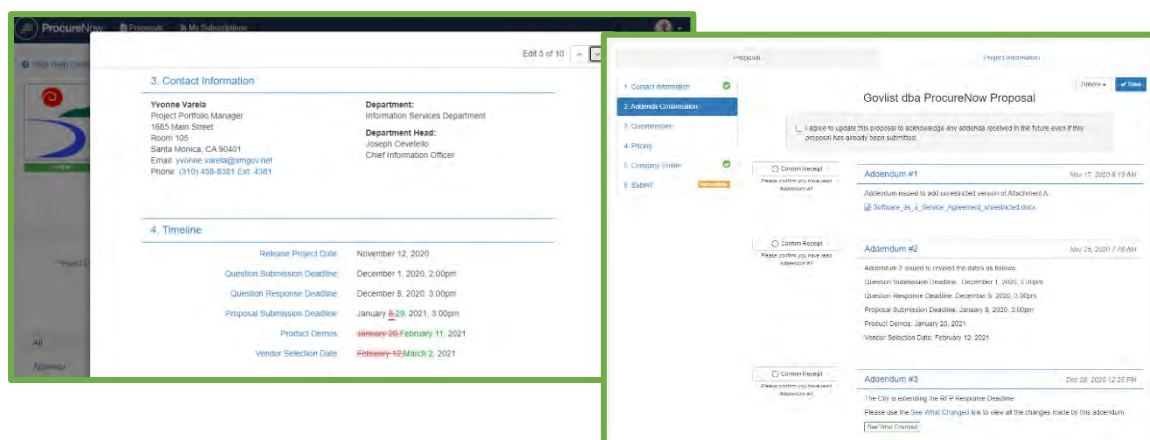
ProcureNow has a very high ceiling for file size. The ceiling is only there to prevent malicious activity. Construction drawings are no problem in ProcureNow (both for agency documents and supplier responses).

Distribute bids timely, addenda notifications and acknowledgements, online question & answer management, secure eBidding, split/lump sum award capabilities, ad-hoc reporting, sealed lock box for large documents, access to bid specification library.

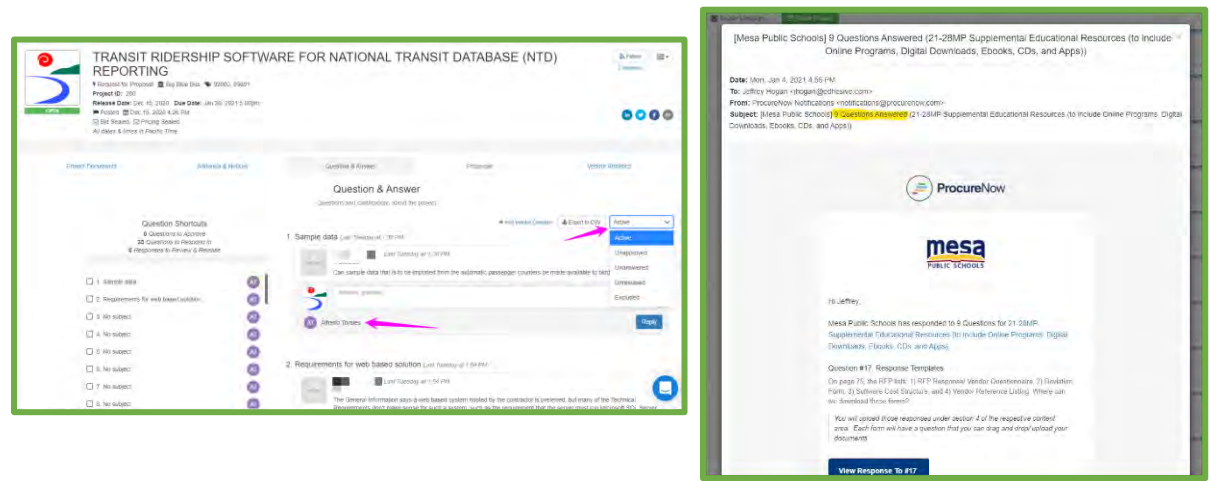
**Distribute bids timely:** Due to the focus of ProcureNow on operational collaboration and efficiency, our customers report they release bids on average **80-90% faster** and with higher quality than before ProcureNow. This is an efficiency gain that is unique to ProcureNow. The below is an example of how effective live chat/task assignment can move your solicitation development process along much more expeditiously!



**addenda notifications and acknowledgements:** ProcureNow features an automated version tracking capability that can be leveraged to automate the creation of addenda. Vendor get a “track changes” view of what changed with a released addendum. Suppliers must read and acknowledge addenda before submitting their bid. In the event a bidder submits their bid and then the Agency released an addenda, the supplier will be notified daily until they read and reconcile the new addenda.



**online question & answer management:** Because ProcureNow is an agency-wide tool, our Q/A functionality allows the bid administrator to fully manage and collaborate/delegate questions and response drafts to anyone in the Agency. Once they have completed their drafts, the administrator may review, modify, and then ultimately release answer “en masse” to all vendors following the project. These notifications are logged and audited for your review at any time (second screenshot).



**secure eBidding:** ProcureNow is fully “Sealed bid compliant” where every response is encrypted in a manner that even ProcureNow administrators do not have access to the response until the due date has passed and bids have officially be unsealed. Our entire platform is transacted securely using encryption at the network and application level.

Proposals			
List of vendor proposals submitted in response to the project			
<a href="#">Export to CSV</a>			
Status	Vendor	Contact info	Submission Date
✓ Submitted	BrightView Landscape Services	Chequita McCullough chequita.mccullough@brightview.com (408) 223-5962	Jan 8, 2020 2:33 PM
✓ Submitted	Joels Landscaping and Concrete INC.	Jaime Alvarado jaimea@joelsic.com (209) 862-2004 Ext. 1003	Jan 18, 2020 2:42 PM
✓ Submitted	Mike Davis Landscape Services	Mike Davis mdlandscape@aol.com	Jan 20, 2020 8:37 AM
✓ Submitted	Terracare Associates, LLC	Dave Mortenson dave.mortenson@myterracare.net (720) 269-5822	Jan 20, 2020 1:10 PM
If you have received proposals externally, you can use the button below to manually add them.			
<a href="#">+ Add Proposal</a>			

**split/lump sum award capabilities:** ProcureNow can take an excel spreadsheet of bid items and import them into an electronic pricing table that bidders can respond to. ProcureNow supports “base bid and alternate bids”, “line item bidding”, “rate sheets”, etc. Once collected, these are viewable side by side during the tabulation process. ProcureNow allows you to select one or more tables and/or rows to add to return who is offering the lowest bid for the options selected. Bid Administrators may also review all the forms that were collected to ensure responsiveness, and ultimately can disqualify bidders if they fail to meet the minimum requirements

Proposals

Bid Tabulations

Selected Vendor Totals

01 M5 Alternatives	02 Base Bid	03 Award Conditions	04 Bid Items	05 Bid Price	06 Bid
\$127,000.00	\$140,000.00	\$237,120.00	\$242,943.00	\$280,047.77	\$398

West Valley Facility

Description	Unit of M.	Quantity	Award Conditions		Bid Item		Bid Price	
			Unit Cost	Total	Unit Cost	Total		
(Div 2) Install C.L. Fence on E.C. CMU Wall	LF	90	\$122.00	\$10,980.00	90	\$777.08	\$33,447.40	
(Div 2) Trench Cap (3' PCC)	LF	150	\$200.00	\$30,000.00	150	\$580.71	\$57,106.50	
(Div 2) Rebar Markings (Striping Paint)	LS	1	\$3,000.00	\$3,000.00	1	\$26,933.31	\$26,933.31	
(Div 2) Remove and relocate existing fence	LS	1	\$3,000.00	\$3,000.00	1	\$40,465.87	\$40,465.87	
(Div 2) 120 volt branch circuits and conduits	LS	1	\$20,000.00	\$20,000.00	1	\$36,346.09	\$36,346.09	
(Div 2) 480 volt branch circuits and conduits	LS	1	\$20,000.00	\$20,000.00	1	\$63,952.12	\$63,952.12	
(Div 2) Mounting hardware and accessories	LS	1	\$10,000.00	\$10,000.00	1	\$4,248.45	\$4,248.45	
(Div 2) DC cables and conduits	LS	1	\$25,000.00	\$25,000.00	1	\$8,424.29	\$8,424.29	
(Div 2) Data cables and conduits	LS	1	\$25,000.00	\$25,000.00	1	\$8,431.73	\$8,431.73	
(Div 2) Conduits and cables	LS	1	\$1,000.00	\$1,000.00	1	\$7,614.46	\$7,614.46	

DISQUALIFY PROPOSAL

Disqualify the proposal when it does not meet minimum requirements and should be removed from the evaluation and selection process. Vendors will see when their proposal has been disqualified.

Disqualify Proposal

EXCLUDE PROPOSAL FROM FURTHER EVALUATION

Exclude the proposal when it will not be part of future evaluation scoring or considered for award. Excluded proposals will still appear on scorecards, but will have their scores locked. Vendors will not see when their proposal has been excluded.

Exclude Proposal

Line Item Bidding/Awarding is also supported, where the result are vendor specific award tables that can easily be progressed into an order:

42020

	Unit of M.	Cummins Inc.	MUNCIE TRANSIT SUPPLY	The Aftermarket Parts Co.
REAR COVER	EA	\$25.36	\$27.56	\$28.84
9 REAR MAIN	EA	\$103.50	\$109.30	\$116.44
POSITION SENSOR	EA	\$2,756.60	\$3,064.00	\$3,302.00
	EA	\$96.06	\$2,064.00	\$2,993.10
	EA	\$692.06	Primary	\$778.56
	EA	\$395.96	Backup	\$445.46
SR 1820	EA	\$2,226.92	No Award	\$2,518.98
340	EA	\$28,536.12	\$31,707.60	\$32,190.60

Line Item Awards by Vendor

Cummins Inc. Awards

Service	Description	Unit of M.	Quantity	Unit Cost	Total	Award Type
RFQ-PRC11-01-0909142020	GASKET-CUMMINS 8.3 REAR COVER	EA	4	\$6.34	\$25.36	primary
RFQ-PRC11-01-0909142020	COVER-CUMMINS 8.3C/8.9 REAR MAIN	EA	2	\$51.75	\$103.50	primary
RFQ-PRC11-01-0909142020	PUMP-CUMMINS 8.9 WATER	EA	20	\$137.83	\$2,756.60	primary
RFQ-PRC11-01-0909142020	CUMMINS 8.9 CRANKSHAFT POSITION SENSOR	EA	6	\$16.01	\$96.06	primary
RFQ-PRC11-01-0909142020	ADAPTOR, CRANKSHAFT 8.9	EA	2	\$346.03	\$692.06	primary

MUNCIE TRANSIT SUPPLY Awards

Service	Description	Unit of M.	Quantity	Unit Cost	Total	Award Type
RFQ-PRC11-01-0909142020	PULLEY, CRANKSHAFT 8.9	EA	2	\$208.99	\$417.98	primary
RFQ-PRC11-01-0909142020	HARNESSETR CNT MDI W/CR SR 1820	EA	2	\$1,237.20	\$2,474.40	primary

**Ad-hoc reporting:** ProcureNow includes many opportunities to build custom reporting. Solicitation/Project Outreach Reports

Vendor Analytics

Vendor project interaction data

Vendor Stats

Followers (Public)

Email List

Project View Count

109

Vendor Funnel

Applied

261

Followers

18

Downloaders

21

Applicants

3

Submissions

0

Vendors

Baseline Environmental Consulting

info@baseline-environmental.com

Kinley-Horn

khorn@kinley-horn.com

Lisa Wise Consulting, Inc.

lisa@lisawiseconsulting.com

M/E - Partners

ed@me-partners.com

M Group

dm@mg-group.com

PhacWorks

phacworks@phacworks.com

Vendor Classifications

Classification

Number of Vendors

% of Total Vendors

Certified Small Business

47

17.98%

Disabled Veteran Business Enterprise

1

0.38%

Minority Business Enterprise

28

8.75%

Women Business Enterprise

18

6.51%

Vendor

Notified

Followed

Downloaded

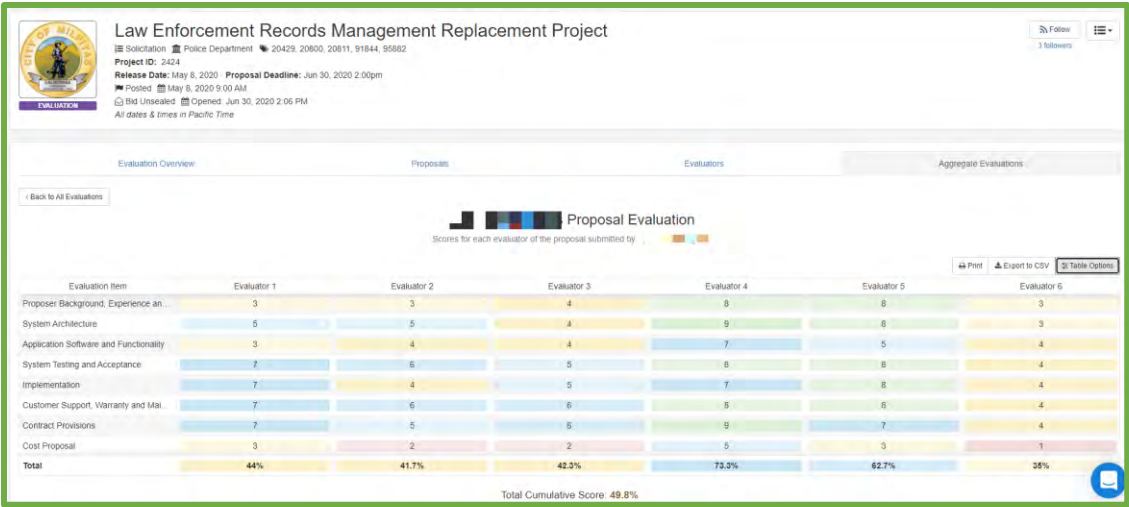
Applied

No Bid

Sub

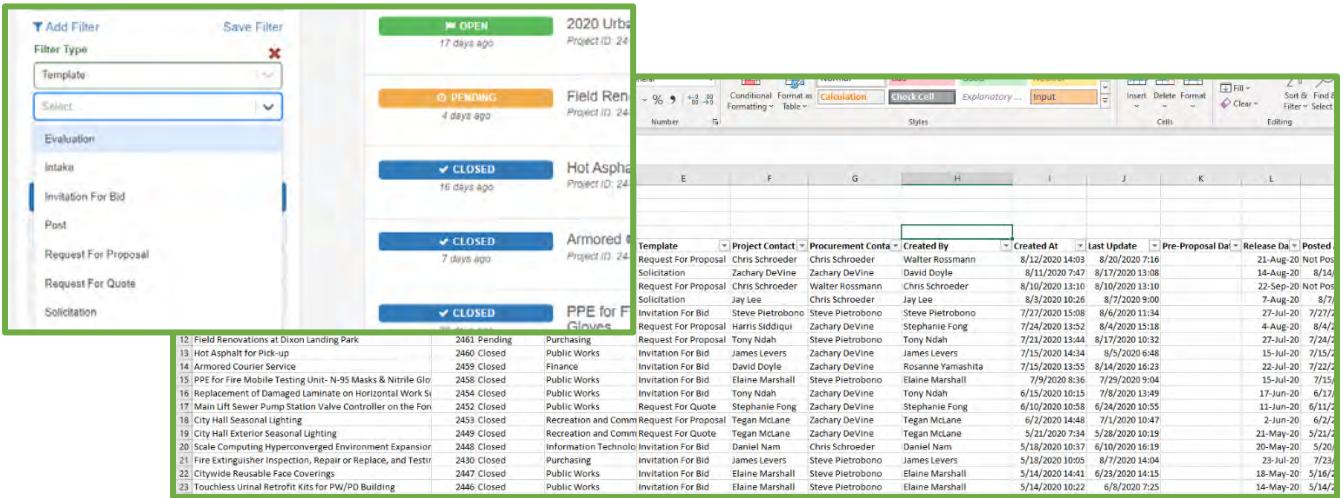
Bid Specific Reporting



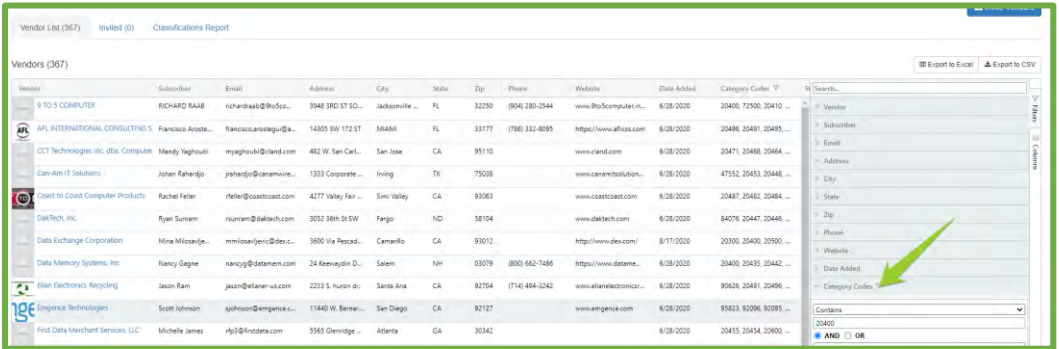


Evaluation Results

Activity and Management Reports – Project, Procurement Category, Category Code, Contract, Dollar Threshold (Amount), are all covered by filters, searching, and exporting capabilities built into the software.

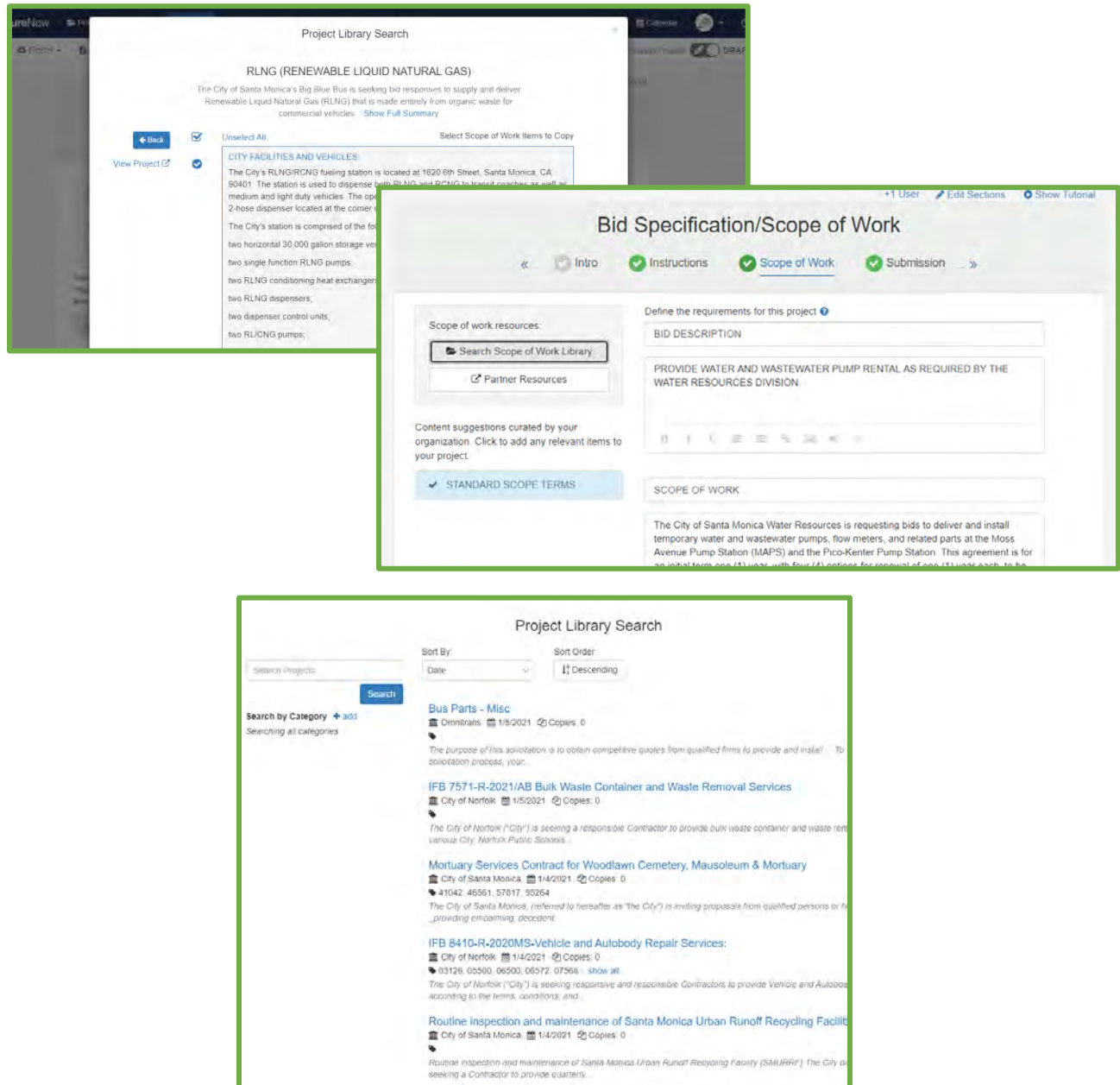


Vendor Reports and Searches; Reports, and savable filters are available throughout the ProcureNow toolset:



Vendor Reports

**access to bid specification library:** Every solicitation that the Agency and our other customers release become part of a searchable library where the user may copy scope/requirements sections, evaluation criteria, pricing tables, and vendor response format questions. This is available to your internal customers so they can be more empowered to build a more complete set of requirements as they collaborate with purchasing staff, if and when needed.



Manage contract information, maintain online contract document files, view history with an audit trail, schedule tasks.

Yes. ProcureNow helps you manage the vendors associated with a project, keep and categorize all associated documents related to your contracts, and schedule tasks and milestones.

Upload insurance certificates, automate notification settings and generate reports.

Yes. For all the items listed above and more, ProcureNow will generate notifications to subscriber groups regarding important deadlines and expirations for insurance certificates. Everything you see in the screenshot is automatically generated by the system:

Maintain bonds (performance, bid, etc.) and amount. Upload bonds, automate notification settings and generate reports – allow for electronic bid bonds.

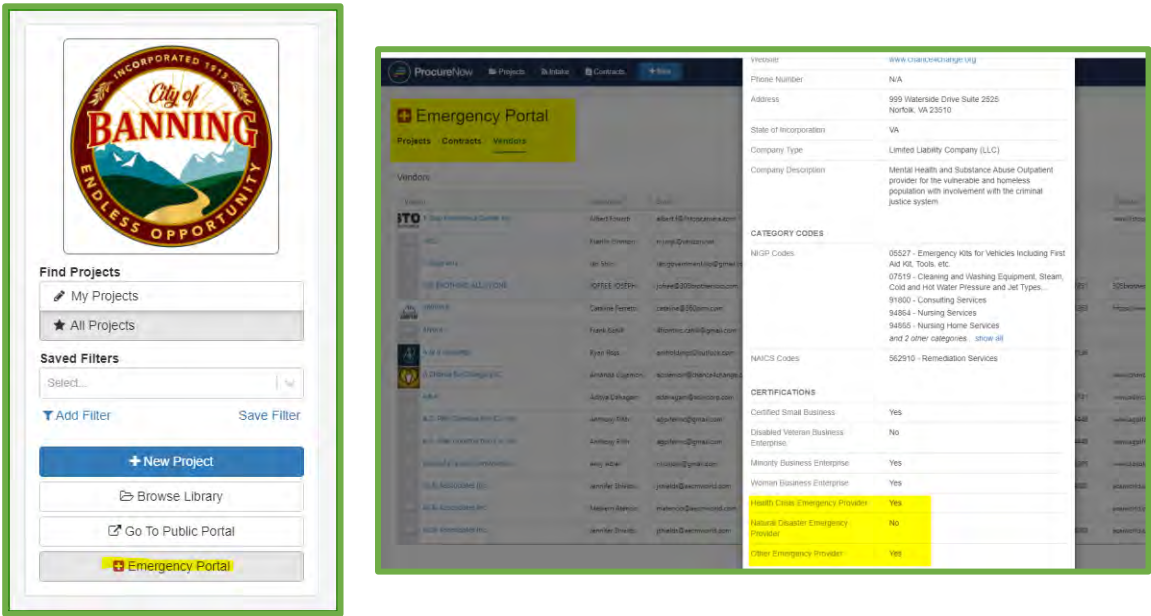
ProcureNow can properly guide vendor with detailed instructions built right into the vendor format area in the event you want to leverage an electronic bid bond, or collect a scan electronically, and then have the winning bidder send their paperwork along. That is what many of our customers do. The best part of ProcureNow is it's flexible to meet you where you are today and modernize that practice with deep boilerplate capabilities.

You may also utilize an electronic bid bond service and have the bidder enter the transaction number as an input field.

Manage vendors that provide goods and services in the event of an emergency.



ProcureNow includes an Emergency Vendors, Bids, and Contracts portal available to all customers that gives you a searchable database of resources available to you in the event of a natural disaster, public health crisis, or other emergency.



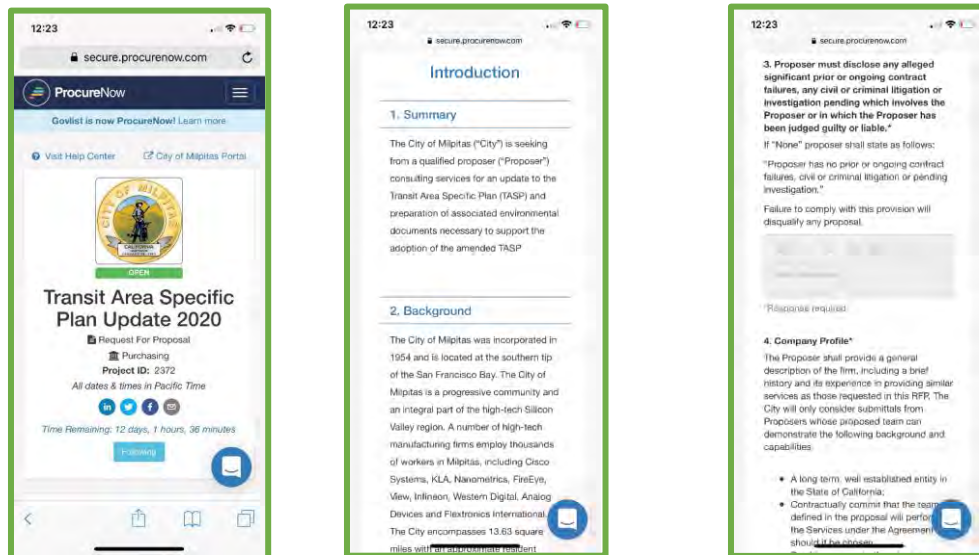
Ensure that the vendor information is current and allow user access throughout the organization.

ProcureNow leverage an email verification system that periodically checks the validity of the email. Accounts that bounce back are flagged to be disabled. This ensures the account is actually delivering notifications to a bidder who is reading the message.

All Agency-wide users will have access to the searchable vendor database.

Accessible via phone even during internet outage.

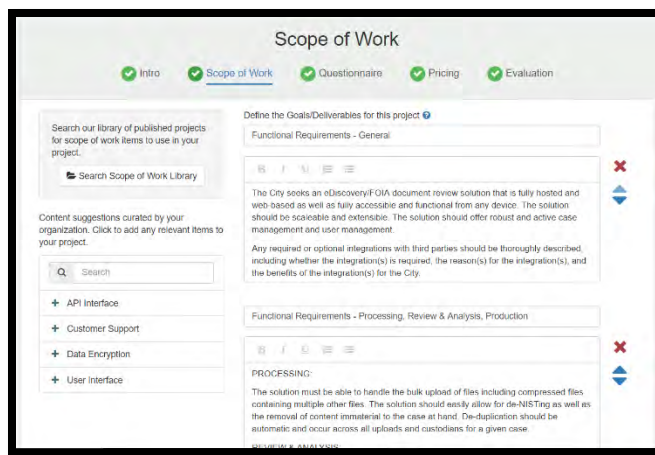
EVERY feature in ProcureNow, both internally and for suppliers, is 100% compatible on any mobile device with a browser. Response times are very fast which ensure responsiveness, even over a cellular connection.



## ProcureNow Solutions – Marketing Language

### RFP/Bid Writer (Collaboration Module)

For procurement team members and project lead staff, making requests and collaborating purchasing projects and scopes of works can be painful and daunting – historically done with an inefficient combination of word processors, spreadsheets, phone calls, emails, and knocking on doors. It's the existing tools and legacy software that make the process more painful and problematic.



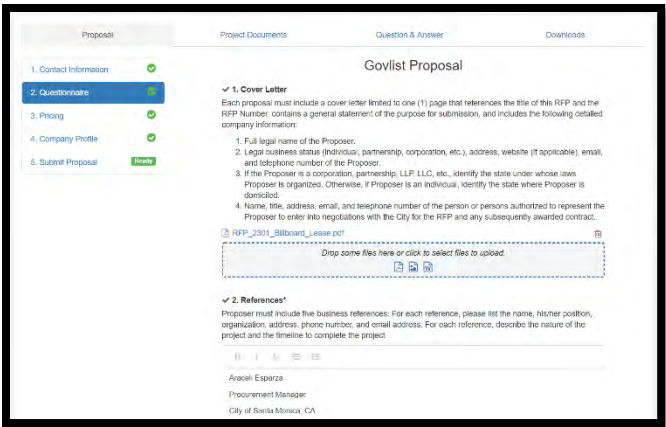
SOLICITATION BUILDER is an easy to use portal to help governments write, track, and review your RFPs and bid projects... managing scopes of work, project deadlines, vendor questions, pricing tables, compliant evaluation processes, terms and conditions language, public notices, and everything else that goes into making a successful sourcing event... from beginning to end.

It has built in collaboration and reviewing, allowing project team members to focus on their piece of the project. Insights and reports allow all the stakeholders involved to track project status and get ahead of the workload. The ProcureNow solution will ensure you are using your most up-to-date set of terms and conditions and vendor guidelines while simultaneously offering all staff a convenient place to collaborate on scopes of works using a searchable scope of work library.

Spend less time being confused by the wrong tools, and more time being inspired by your team's creative edge!

Vendor Portal (Sourcing Module)

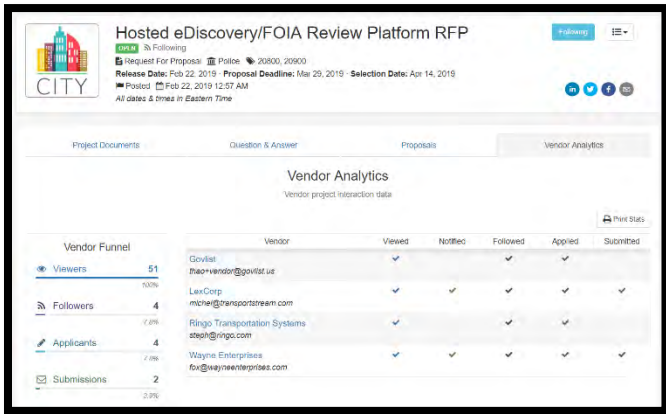
The CHALLENGE: By betting your procurement outcomes on legacy vendor databases, you gamble the success of your entire government agency on the ability for that vendor database to solve all your sourcing problems. We don’t live in that world anymore. Additionally, projects driven by a PDF over 5 pages lead to poor vendor understanding and participation. This leads to “no bids”, vendors that are confused by how to properly respond, and even worse, vendors who win who don’t fully understand the project they responded to.



THE SOLUTION : VENDOR PORTAL makes execution of sourcing events elegant, fast, repeatable, and intuitive. Your public notices are now connected to all major social media outlets including LinkedIn. Transparency, education, participation, and collaboration are focus points for each and every sourcing engagement you run.

Vendor education and guidance is built into the response process, so you don’t have to worry about suppliers being trained on what to do.

THE RESULT: More qualified vendors engaged. Vendors that understand your requirements. Proposals completed with ease. Suppliers focused on the quality of their responses, not on trying to figure out 100s of PDF pages.



Evaluations (Sourcing Module)

ProcureNow loops in internal stakeholders for vendor evaluations and tabulates scores either with low bid auto-tabulation or by aggregating best value scoring. When connected with the Vendor Portal, bid tables and vendor questionnaires can be filtered with side-by-side comparisons that make scoring more objective and fair.

Selected Vendor Totals				
#1 ABC Energy Services	#2 Logistics Electric Services	#3 Crosslink Equipment & S...		
\$1,350.00	\$1,875.00	\$2,025.00		

Generator Services				
Description	Unit	Quantity	Unit Cost	Total
40kW Generator (Minor Service 1 X Per Year)	Each	1	\$223.00	\$223.00
40kW Generator (Major Service 1 X Per Year)	Each	1	\$426.00	\$426.00
27kW Kohler Generator (Minor Service 1 X Per Year)	Each	1	\$225.00	\$225.00
27kW Kohler Generator (Major Service 1 X Per Year)	Each	1	\$665.00	\$665.00
40kW Generator (Minor Service 3 X's Per Year)	Each	1	\$235.00	\$235.00
40kW Generator (Major Service 1 X Per Year)	Each	1	\$480.00	\$480.00
40kW Generator (Load Bank Test 1 X Per Year)	Each	1	\$250.00	\$250.00

Spend less time shuffling through printed evaluation packets. Easily review associated response documents with an intuitive online tool where materials can be accessed from any device. Easily enter evaluation comments that help you and your selection team stand behind your scoring decisions.

ProcureNow offers side-by-side comparisons of vendor proposals to allow best-value evaluators to objectively score without having to flip through hundreds of physical or PDF pages. ProcureNow also automates the process of tabulating pricing bids for determining lowest bidders. Because the solution fosters an environment for new levels of integrity and fairness, the tool can provide confident transparency that increases citizen trust in purchasing offices.

Vendor	Harvey Dent	James Gordon	Bruce Wayne	Total Score
Trinity Technology Providers	86.7%	93%	80.7%	90.14%
Crosslink Solutions	93.4%	91.3%	96%	93.57%
Aoxiarama	18%	31.7%	17.1%	22.29%
ABC Corporation	76%	64.8%	75.6%	72.14%
Logixia Cloud Computing	32.4%	43.4%	26.7%	34.19%
Vortex Systems	68%	71.1%	74.3%	71.14%

## Contracts Module

Empower your contracting team, your department customers, your vendors, AND the public – with one solution that will take your award recommendations and connect that important information to your contract records. Store, categorize, search, and retrieve all your agency's contracts in one place. Build and execute contract clauses

and templates so that your team can deliver the contract language that's the best fit for the project. Automatically notify staff and vendors of upcoming contract and contract document deadlines and expirations. Exercise options to renew with a single click. Connect the public to a search portal of your contracts, eliminating public requests for information regarding your agency contracts. NEW: Track your spend against contracts. Because it's connected to the original solicitation, you now have the full, connected lifecycle of your purchase and project at your fingertips!

The screenshot displays the 'ProcureNow eProcurement Software' interface for the City of Milpitas. The top navigation bar includes links for Contract Details, Insurance, Contracts, Notifications, Spend Management, and Vendor Performance. The main form is titled 'Contract Details' and contains the following information:

- Contract Title:** ProcureNow eProcurement Software
- Contract ID:** A field with a 'Get Auto Number' button and a note '(Enter number or code for the contract)'.
- Purchase Order Number (PO):** A field with a 'Get PO' button.
- Contract Amount:** \$50,000.00 (with a note 'if not')
- Associated Vendor:** Growth, Inc.
- Vendor Assigned Number:** 15750

On the right side, the 'Contract Duration and Renewals' section includes:

- Start Date:** 3/1/2021
- What triggers the end of this contract?:** Limited Term
- Initial Term:** 5 years
- Renewal Options:** A button labeled 'Renewal Option' and a note '(No renewals have been added yet)'.
- End Date:** 2/28/2026

The interface also features a 'Public' toggle, a 'Print' button, and a 'Contract Documents' section at the bottom right.



## Functionality Matrix

ProcureNow is a **cloud-based solution** that empowers our agency to manage and automate the complete process for developing and collaborating on all purchasing projects from request to award.



*The following is a “near comprehensive” functionality outline that ProcureNow offers:*

### Purchasing Intake/Request Management

- a. Ability for end users to create a request that includes scope of work and other background research.
- b. Allow Procurement Team dashboard access to these requests to help manage procurement workloads of who will be assigned projects once reviewed and approved
- c. Determination of procurement method, description, status
- d. Assignment of project managers and buyers

### Solicitation Development

- a. User Friendly Dashboard and Interface: the system should provide an intuitive user interface that will guide the user through specific steps to streamline the preparation of a solicitation.
- b. Automate various pre-solicitation and solicitation documents, exhibits, schedules, and attachments
- c. Aid users in preparing and drafting a Solicitation document that will ultimately finish in web based, MS Word and/or PDF with multiple PDF attachments – in an ADA Compliant fashion.
- d. Capability to copy/duplicate previous solicitations enabling edits.
- e. Provide a library where a variety of “bid form” templates and historical solicitations may be stored and accessed by the agency.
- f. Utilize and manage boilerplate clauses and documents prepared and managed by the Agency. Track the editing and development of such documents during solicitation development.
- g. Clause selections based on a series of upfront customizable questions that determine the options chosen in presenting the proper language for a solicitation
- h. Integrated document preparation and version control, with ability to view DRAFT version differences based on tracked changes
- i. Ability to share published solicitations and requirements with other agencies within the tool

### Internal “Front End” RFP/Bid Workflow Automation

- a. Ability to collaborate, chat, and assign tasks within the tool that occur simultaneously, allowing different sections of the solicitation project to be developed at the same time.
- b. Approval for final solicitation (with option to enable/disable)
- c. Workflow and approval process tracking
- d. Provide and facilitate customizable workflows with multiple approvers of a Solicitation document.
- e. Ability to modify workflow – add/subtract participants and steps
- f. Provide an interface or solution for solicitations to be transferred to website and/or vendor engagement module for advertisement.

### Vendor Database and Engagement

- a. Maintain a database of all registered potential bidders
- b. Send vendor registration invitations via email address
- c. Vendor directory search, filter, and profile viewing capabilities
- d. The Solution shall provide a comprehensive and dynamic online portal where vendors interested in participating in opportunities can register at no cost.
- e. Vendor online registration 24 hours per day/7 days per week/365 days per year
- f. Vendor registration available through one site and login for multiple agencies.
- g. The vendor database shall include the functionality to allow vendors to list commodity/service codes to subscribe to notifications via listed codes, update contact information, and desired commodities codes as needed.
- h. Automated system notification to vendor of successful registration
- i. Ability for vendors to self designate as someone who provides natural disaster and public health emergency goods and services
- j. Automated notifications of newly posted solicitations to registered vendors under selected category codes
- k. Store vendor contact information for a minimum of two (2) contacts per vendor
- l. Track and report if vendor is Disadvantaged Business Enterprise/Small Business Enterprise (“DBE” and “SBE”)
- m. Automated vendor notification if an addendum is posted
- n. Automated notifications to vendors if responses to questions and/or clarifications and or approved equals are posted.
- o. Automated secondary notifications to vendors of procurement activities, such as questions and/or clarifications due date, pre-proposal or pre-bid conference, solicitation due date and time.
- p. Allow vendors to submit insurance documentation to the site
- q. Ability to easily post with one click links to social media outlets such as LinkedIn, Twitter, and Facebook
- r. Offeror shall be available to assist and resolve problems with vendors and users in real time within the application with live help.
- s. Agency shall be able to share registered vendors data with all agency staff as well as other agencies.

### Electronic Sourcing

- a. Web-page portal integration with Website
- b. Solicitation and addenda automated posting



- c. Version tracking on the original posting and each addenda, with track changes that's viewable to the bidder of "what changed" from one addenda to the next.
- d. Require vendors to acknowledge addenda before submitting bids.
- e. Options for vendors to submit secure electronic proposals/bid online
- f. Ability to create electronic pricing tables that bidders respond directly into the table
- g. Ability to upload an excel pricing table into an online pricing table
- h. Vendor capability to upload documents online
- i. Ability to share "take out" or participants lists
- j. A complete audit on deliverability of vendor notifications and downloads
- k. The agency should be able to track solicitation outreach and participation in real-time.
- l. Vendor Ability to review solicitation prior to submittal without a lengthy login process
- m. Ability for vendors to ask the agency to respond to questions and clarification requests
- n. Ability for vendors to send approved equals requests online
- o. Post responses to questions and/or clarifications on approved equals
- p. Automated notification to staff for procurement due dates, such as bid due date, pre-bid or pre-proposal meeting, etc.;
- q. Time and date stamp for when proposals are received; Automated confirmation email for successful electronic uploads and/or downloads.
- r. Firm stop to prevent submittal of late quotes/bids/proposals
- s. Ability to support sealed bid procurements
- t. Support 2 stage bid unsealing – to keep pricing back from evaluators until a later time during the evaluation.
- u. Ability to pre-qualify firms prior to bidding;
- v. No submittals shall be allowed after the due date and time.
- w. Ability to perform virtual bid openings and show the bid totals of each vendor that responded.

#### Evaluations and Scoring

- a. Proposal/bid evaluation on-line
- b. Ability to validate vendor state certifications online.
- c. Ability to evaluate lowest, responsive, responsible bids
- d. Ability to evaluate and award best value
- e. Ability to evaluate and award line item bids.
- f. Ability to set up custom evaluation groups
- g. Ability to set up multiple evaluation groups
- h. Enforce Evaluators to digitally accept terms to be an Evaluator (confidentiality/conflict of interest)
- i. Ability to collect compile and analyze scores
- j. Ability to customize formulas for evaluating cost
- k. Ability to compile data into recommendation forms
- l. Ability to evaluate technical, proposal, cost, preference (local, minority, etc., if any) and presentation, summary and detailed score views, collection and tabulation of committees' RFP score sheets with the capability to finalize ranking per member and provide a completed matrix which includes the ability to view evaluation team member notes as well as a visual side by side final scoring summary (including notes) with ability to export to Excel format.
- m. Automated evaluation functions (pricing auto calculation, ability to pre-qualify prior to evaluation, review/score/rank matrix with/without knowledge of pricing, evaluation criteria development,

ability to attach related documents, build scoring measures, integrated questionnaires and allow online communication, various customizable scoring methods of evaluation, including consensus scoring, automatic and custom email notifications

- n. Distribution of solicitation submittals to evaluation group(s) electronically
- o. Ability to enter supplemental evaluation comments
- p. Tracking of evaluation status and auto reminders of status
- q. Capable of managing multiple awards from a single solicitation

#### Award Notification

- a. Notice of intent to award or rejection (Recommendation)
- b. Notice to Proceed notification (Finalize)
- c. Posting of tabulations and award information.
- d. Be capable of storing all bids and awards, for reference purposes, in perpetuity. Have a solicitation trail that is fully transparent and auditable to the Agency and the public.

#### Admin and System Standards

- a. Ability to create manage users, departments, templates, workflows, and custom variables
- b. System must be accessible by different means of web browsers. (i.e. Internet Explorer, Google Chrome, Safari, Firefox, etc.)
- c. Role-based security and administrator permissions for controlling staff access
- d. User-friendly solution, focused on generating efficiencies
- e. Training and guidance provide within the application, as users use the solution, to prevent needing to be re-trained after a period of non-use.
- f. Ability to brand with agency logos etc
- g. Americans with Disabilities Act (ADA) compliant solution
- h. Possibility for integration, customization, additional options and/or modules
- i. Real time chat support with vendors and staff
- j. Provide reports and statistical analysis of overall use, with statistical breakdowns for each solicitation type
- k. No use of plug ins or browser extensions
- l. Access to web-based application, 24-hour access to application.

## Implementation Methodology

ProcureNow can typically go live with Phase 1, Electronic Sourcing, within 2 weeks of the project start... timing largely depends on customer readiness and willingness), which will address the specific requirements outlined in the solicitation.

### Coordinated Timeline for Success (Sourcing Module)

1. Meeting 1: **Project Kick Off** (1 hour)
  - a. Customer Sends ProcureNow language for the next bids
  - b. Customer Sends ProcureNow existing Vendor Lists
  - c. ProcureNow Sends website integration suggestions
2. Meeting 2: Customer and ProcureNow - **Create First Bid** and Discuss the formats of the other solicitation types (1 hour)
  - a. ProcureNow will suggest changes to language based on using ProcureNow
  - b. Customer and ProcureNow work together to create the bid templates, and the initial setup for those templates.
3. Training 1: **Creating/Releasing Bids with ProcureNow** (1 hour)
4. Meeting 3: **Customer Webmaster Meeting** (30 minutes)
  - a. with ProcureNow to confirm and complete website updates
- **GO LIVE: ONLINE VENDOR PORTAL**
  - b. Website Changes Go live
  - c. Vendors Notified
- **GO LIVE: FIRST BID RELEASED**
5. Training 2: **Bid Opening, Tabulation, Evaluations, Awarding the Project** (1 hour)
- **GO LIVE: EVALUATIONS / BID TABULATIONS** after your first bid opening

### Coordinated Timeline for Success (Collaboration Module)

1. Meeting 1: **Project Kick Off** (1 hour)
  - a. Customer Selects the First solicitation type (usually either ITB or RFP), and works with ProcureNow to design the Solicitation Template in ProcureNow.
2. Meeting 2: **Discuss the first template design** (1-2 hour)

a. This can take 2 to 3 hour-long meetings to work together to get the right logic and language in place.

b. Receive sign off on the first full solicitation template

- **GO LIVE: SOLICITATION DEVELOPMENT**

3. Training 1: **Writing your RFPs and Bids with ProcureNow** (1 to 1.5 hours)

4. Next Steps: Support Customer in Developing Solicitation Template

5. Meeting 3: **Intake and Request Approval Workflow**

a. Planning for expansion into internal customers/departments and bringing departments online through training and support

b. Implement default “Review/Approval” Processes.

6. Training 2: Internal Customer/Department Training (1 hour – and may repeat this one for new departments if needed).

- **GO LIVE: DEPARTMENTAL INTAKE REQUESTS**

### Coordinated Timeline for Success (Contract Module)

1. Meeting 1: Kick Off! (1 hour)

a. Gather Existing Contract Data and Contract files

b. Gather Contract Sample Templates

2. Meeting 2: ProcureNow works with customer to prepare any contract lists for import

3. Meeting 3: Develop Contract Templates

a. This process is similar to the solicitation templates – design/collaborate/review/approve

4. Training 1: **Managing New Contracts in ProcureNow**

5. Training 2: **Using the Contract Document Developer Tools**

- **GO LIVE: CONTRACTS MODULE**

Making Room for the “Unknown” (Customization Options)

A Very big part of the ProcureNow experience is YOUR ability to affect the direction of our solutions as we continue to make rapid enhancements. Particularly at the beginning of each project, we assume there will be a moderate level of potential unplanned reconciliations between the terminology and expectations of our new customers and our current offering. Our customers are delighted by the fact that we build intense “listening and responding” into every customer plan. The result is a win-win: delighted customers all contributing to the continuous improvement of the “next generation of eProcurement solutions, and our solutions is always “future proof”. This is a core tenet of our company’s mission.

*“After vetting several options my team decided that Washington County would go with ProcureNow. I expected a system that would meet our requirements, which I got... With ProcureNow, though, I also have a partner who is agile and attentive. They listen carefully, and our input is valued. We are extremely happy with our experience and look forward to being a part of this innovative and collaborative partnership.”*

**Suzi Fulcher, CPPB, – Purchasing Supervisor, Washington County, Oregon**

Training

Our team will work with you to design a training plan to meets your needs, however a typical training plan includes one or two interactive sessions with the purchasing staff where we collaborate on running projects together, and go over best practices in using the software. Those sessions are usually 1-1.5 hours in length. Secondly, we organize one to three sessions for onboarding Project Managers in departments. We find that the most organized customers typically get everyone to do one meeting together, but we also recognize that that isn’t always possible, so we give the options for multiple sessions. Those PM sessions focus on what is possible with the tool for doing solicitation development and evaluations.

**Please remember that our customers are up and running in a very short amount of time, and the reason is because of the intuitiveness of the products, built in training and guidance, and live chat support. Initial training for a new user takes about 30 minutes.**

When we completed our ramp up of the procurement team for the City of Norfolk, Virginia, in March of 2020, they were able to prepare themselves for a go live of sourcing and evaluations on their own, with only a 1 hour demonstration of the product. Our team was on hand to answer questions inside the live chat, but they completed their test run and self-training of the system on their own in **one day.**

We provide Training for the following roles:

- |                                  |  |
|----------------------------------|--|
| ✓ System Administrators          | ✓ RFP and Bid Requestors, Drafters and Reviewers     |
| ✓ Solicitation Administrators    |  |
| ✓ Sourcing/Vendor Administrators | ✓ Evaluation Committee Members (this is self taught) |
| ✓ Evaluation Administrators      |  |
| ✓ Contract Administrators        | ✓ Contract Drafters and Reviewers                    |

These courses typically last one hour each. We will coordinate between initial onsite meetings/trainings and online trainings. After initial trainings are completed, ProcureNow offers 3-5 weekly live training sessions that can be reserved for a single customer or that can be shared with other customers. This ensures you always ProcureNow Team training at your convenience. We also offer a Weekly Customer

Check-In where we discuss new enhancements our team has released from the previous week. All Customers are invited to participate in this community discussion.

We keep an on-demand video library of short training videos that cover a number of topics across the platform as well

## Project Management

### **A Core Mission of Innovation as a Discipline**

A key reason why our customers love ProcureNow is because we make and prove that innovation is a routine discipline - from bi-weekly check-ins with our “raving fan” customers that offer critical feedback to help us make our product better, to a weekly engineering sprint meeting that brings executives, customer success, sales, engineering and industry experts together in a room on a weekly basis to keep our priorities aligned tightly with customer expectations.

By combining this strict adherence of regular, formal communications channels that our customers can depend on with a software architecture leveraging the most modern development methodologies and strategies, our customers log in every day to a product that is relevant, valuable, stable yet ever changing, exciting, and innovative. And 10 years from now, ProcureNow wants our customers to continue to log into that very same experience of a modern innovative solution that keeps in touch with their needs.

What you can expect from ProcureNow is the most modern automation possible in all areas of your relationship, while maintaining an important personal touch - making this a true partnership of people, process, and technology.

#### Key points:

- We have a proven out of the box cloud based solution for writing RFPs, bids, amendments, and contracts.
- We are agile – we can deliver on your specific requirements while maintaining a stable cloud-based solution with a 99.99% uptime and a realistic goal of zero bugs.
- We are experienced engineers that deeply understand both Procurement and Government.
- Don't have to build from the ground up
- We aren't too big to not pay attention to your needs - personal attention is critical to your ongoing success.



## Section 3 – IT Requirements

Describe minimum hardware or software requirements if applicable. Include any maximum limitations on connected devices if applicable. List all network requirements necessary for full functionality of the product. Include a description of any and all necessary protocols, bandwidth requirements, levels of connectivity (i.e. LAN, Internet, direct-dial, etc.) and any other relevant information for full functionality of any services offered under proposal.

### Hardware and Hosting

ProcureNow is an externally hosted cloud solution, software as a service (SaaS) utilizing Microsoft Azure and Amazon S3 (AWS). We use a cloud based storage system that stores data at select Microsoft Azure locations across the U.S. Data is stored in encrypted state accessible over the HTTPS and web services protocols. All Major Browsers are supported (Chrome, Firefox, Microsoft Internet Explorer, Edge, Safari) – Works on Android and IOS devices. All data is encrypted during transmission from our environment to EMWD and the world.

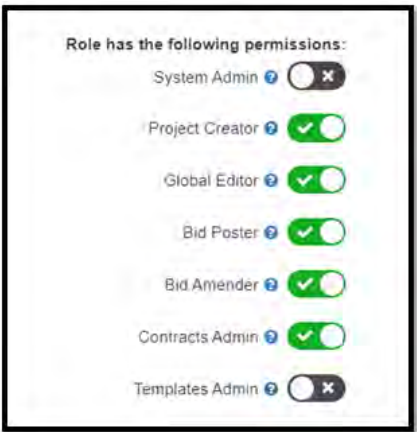
Our infrastructure is hosted on Microsoft Azure which meets most certification standards: <https://docs.microsoft.com/en-us/microsoft-365/compliance/offering-home>

ProcureNow leverages 2 US East and 2 US West Clouds in both Azure and AWS. We leverage a standard 3-layer architecture for Database, Services, and Front-end Application Delivery.

Our customers enjoy a 99.99% (rolling 12 month) uptime.

### Application Security

ProcureNow “Enterprise Edition” customers have numerous permission sets that can be assigned to security role groups. From there, users can be assigned to one or more security role groups. If a user is a member of more than one group, the permissions sets are additive.



The permissions that can be added to a role group are:

**System Admin:** Receives access to the admin panel and can add new users to the system

**Project Creator:** Can create a project without going through the Intake process

**Global Editor:** Automatically receives edit ability for all projects

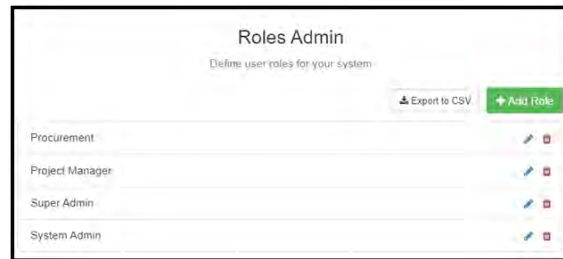
**Bid Poster:** Can create and post public solicitations [Requires Global Editor Permission]

**Bid Amender:** Can make updates to the contents of the bid after it has been posted. Users without this permission can still create addendum and official notices. [Requires Global Editor Permission]

**Contracts Admin:** Can create and edit all contracts. Users without this permission cannot create contracts and can edit only those contracts where they have been given edit permission.

**Templates Admin:** Receives access to the templates admin panel and can manage the organization's templates

ProcureNow has created four default, "out of the box" role groups for your convenience. These default roles are only suggestions. You are welcome to create your own custom roles or change the permission sets within the default roles. See below:



Special Note on External Evaluators:

In addition to assigning role groups to users, a user may also be designated as an "External Collaborator".



Designating a user as an "External Collaborator" will limit the user's ability to see any projects other than the ones they are explicitly invited to participate. This is in contrast to a standard user who has the ability to view all of your organization's projects in ProcureNow.

## Disaster Recovery

**PN Response:** Our databases and application architecture are secured by an automated backup recovery system, which retains backup data for 35 days. Our data recovery system supports point-in-time restores, which allows us to restore a database from backup at any point within the 35-day retention window. Once a point in time restore is initialized a new database is created using the retained data from the backup. Creation time of the new database can vary, but it is typically operational and ready for use within 15 minutes. We can recover from a catastrophic failure within about 30 minutes, and this is tested on a quarterly basis.

## Browser and System Compatibility

ProcureNow utilizes NO plug-ins and NO web extensions. All Major Browsers are supported (Chrome, Firefox, Microsoft Internet Explorer, Edge, Safari) – Works on all Android and IOS devices.

ProcureNow is 100% browser based, works on all major browsers and versions. ProcureNow is “mobile aware”, meaning that every interface is optimized for both desktop/laptop AND mobile environments. From vendors searching and fully responding to a bid, to internal users completing every task that you would do on a regular desktop or laptop, ProcureNow’s mobile compliance is top of its class in the eProcurement industry.

## New Releases / Upgrades

ProcureNow is currently on the Major version 3.x. Since ProcureNow is hosted in the cloud, and every customer exists on our singular platform, this allows us to make updates to our solution on a weekly (sometimes more quickly, depending on the need) with zero customer interruptions.

We have employed a sophisticated “in-app” release communication system that alerts users to new features with guidance and training built into the alert system.

Our customers also enjoy weekly customer product roadmap discussions every Tuesday morning – we are a true community that listens and responds with exceptional upgrades that delight our customers regularly! It is important to note this because our combination of expertise in public procurement, modern development infrastructure and architecture, and cloud software development means “zero drag” when it comes to our ability to innovate.

## Testing Approach

We use thorough testing of servers and front end, including hundreds of automated tests, as well as human interface testing, to ensure that the software is clean and bug free. Multiple and sandbox environments exist to support extensive testing prior to rollout.

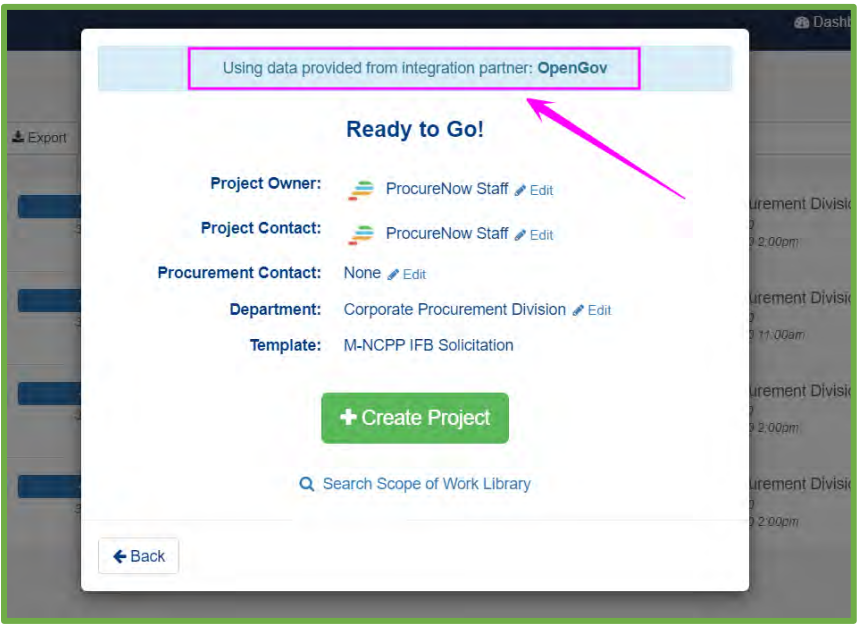
ProcureNow is a SaaS based application. Enhancements, updates, patches, and fixes are constantly being performed and deployed.

Regarding regression testing: We have over 90% test coverage of our code base. As part of our continuous integration process, our test suite is automatically run before each deploy. Deployment will not begin until each test has successfully passed.<sup>1</sup>

We will guarantee the most responsive support in the industry.

## Integrating with Other Important Technology

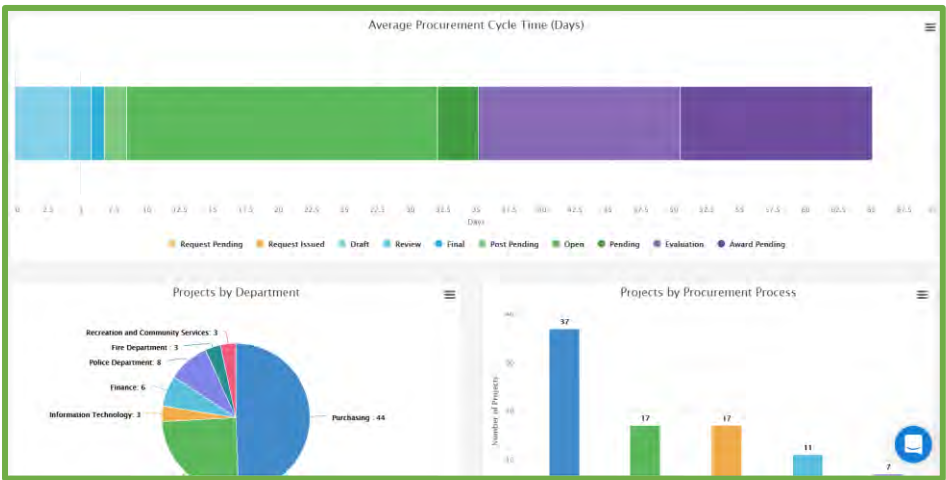
ProcureNow has an “out of the box” integration path with budgeting and financial systems, where requisitions and work orders can be leveraged to build bid opportunities and to connect back to track spending. **We are now officially a part of the OpenGov ERP Cloud offering.** Other ERPs are welcome to reach out to us to discuss completing round trip integrations.



Finally, this example shows how customers can connect to a live “machine readable feed” that can be consumed by any third-party reporting tool:

<https://secure.api.procurenw.com/api/v1/government/milpitas-ca/project/public>

That can produce results like this:



## Website Integration Examples

City of Vista, CA (Granicus/Vision Website)

- <https://www.cityofvista.com/business/bids-rfp-s>

City of Brentwood, Tennessee (Granicus Website)

- <https://www.brentwoodtn.gov/departments/finance/purchasing-program/current-bids-rfp-s>  
(Main Bids & RFPs page – Embedded)

City of West Sacramento, CA (Granicus Website)

- <https://www.cityofwestsacramento.org/business/invitation-to-bid>

The City of Norfolk (CivicPlus Website)

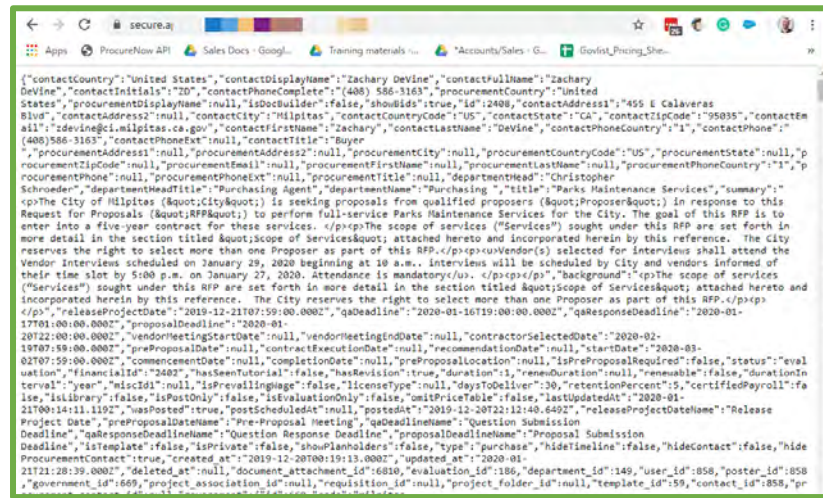
- <https://www.norfolk.gov/270/Purchasing> (main purchasing home page)
- <https://www.norfolk.gov/4969/Procure-Now> (ProcureNow link - embedded)

## Social Media

Our solution was built to “Play nice” with social media tools. Typically, this is a one click post capability:



Below is a screenshot of an RFP that's completely machine readable. This means any system with security and authentication may access and retrieve all information available in your ProcureNow instance. This level of application "openness" is unprecedented for the government eProcurement industry.



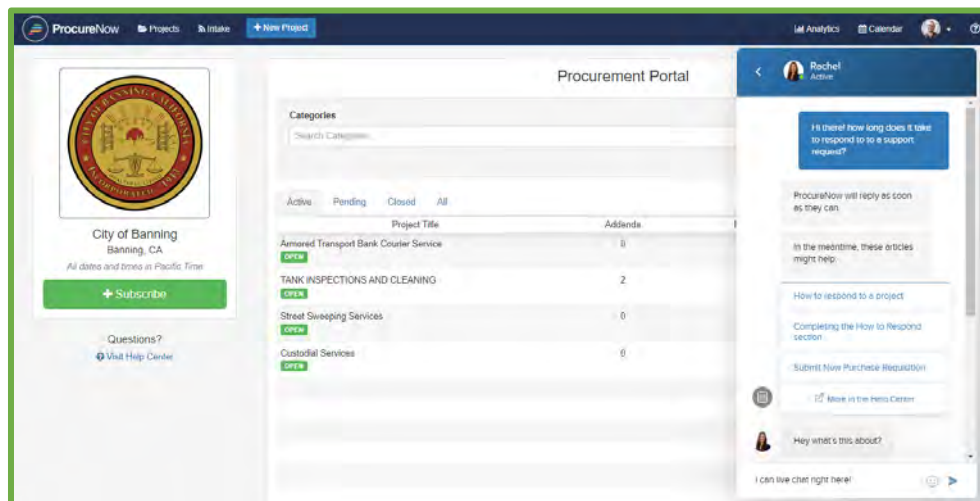


## Section 4 – Technical Support

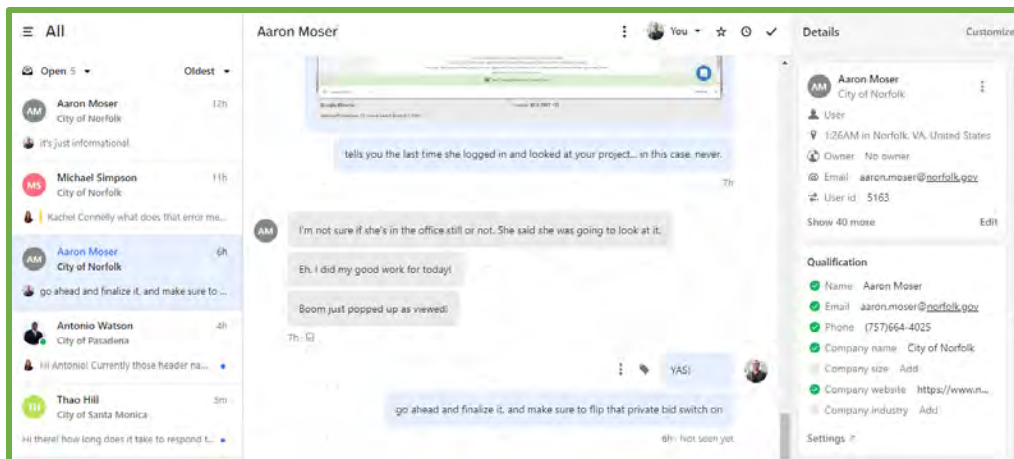
This section should include detailed descriptions of all maintenance plans technical support offered by the vendor, including the following:

- Support hours
- Types of support (phone, e-mail, on-site, etc.)
- Levels of support included with base plan and additional support available for extra cost
- List of issues supported/specifically excluded from support
- Maintenance services included (software patches, HUD regulation changes, software customization, consulting, other)
- End User documentation

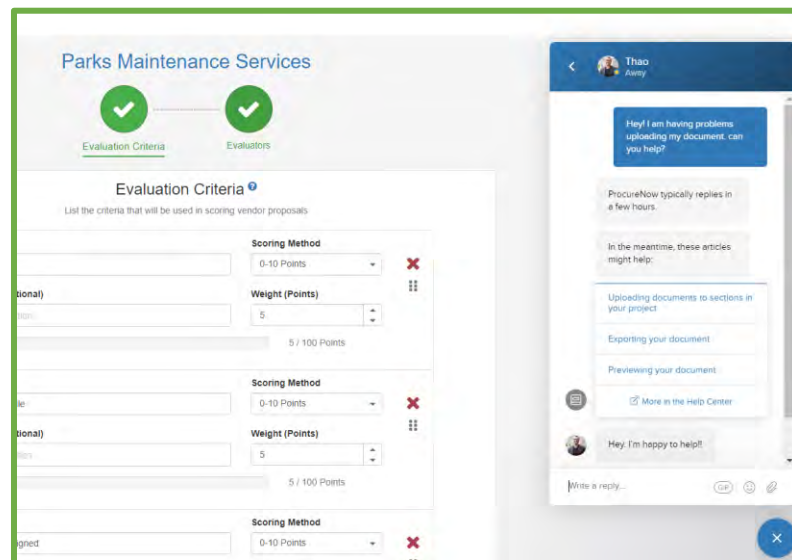
ProcureNow offers both you and your vendors/suppliers the best possible technical support in the industry, guaranteed. We provide in application live chat with our local government expert support team from 5AM to 5PM PST. We also provide phone and email support, although our interactive live chat is by far the most popular with bidders and customers. We are Located in the lower right hand corner of the application at all times. Our response is usually within 5 minutes of asking for assistance. In-application real time support is UNPRECEDENTED for government eProcurement platforms, and we are the first to provide this.



Every ProcureNow team member is tethered to a **near real-time support channel** on their laptops and mobile devices, and we're happy to help both Agency users and vendors. In-application chat, email, and phone, are all connected to a single system. We have a built-in FAQ and online help that guesses which articles are the best for you depending on the question you type. See a screenshot below. All user contact information is readily available in the event we should need to pick up the phone and call. All users can track their entire conversation here as well.



Support and Service Levels: ProcureNow provides **100% US Based** Email ([support@procurenw.com](mailto:support@procurenw.com)), Telephone (855-680-4747), and most importantly Live In-Application Support for all users (staff and vendors). This is for both Agency staff and vendors. Whenever someone types a question or case request inside the software, that creates a case that remains open until it is resolved, and the user will be alerted when the case is solved and closed. Users will also have access to the log of conversations and questions!



Included in your SaaS Subscription license:

- ✓ A Perpetual, Enterprise License. No limitations on who and for how much the software can be utilized by an Agency.
- ✓ Maintenance and Bug Fixes – Critical Bugs will be address on the same day. Maintenance and Upgrades are performed on a weekly basis.
- ✓ Ongoing Training – Live and Ondemand Training Available to staff.
- ✓ Access to contextual Online Help system.
- ✓ Real-time, in-application support.
- ✓ Included upgrades means your system never becomes “legacy”

## Section 5 – Cost Proposal

1. License Pricing (see Pricing Sheet on next page) is based on modules selected and the Agency's **Total Annual Budget**
2. For the Collaboration Module Add on and Contract Module Add on, the base license includes a generic template and support for no more than 3 templates (i.e. RFP, Public Works ITB, all other ITBs)
3. Pricing for additional template support is listed below

### Professional Service Rates

Additional Services	Unit	Unit Cost
Additional Template (Collaboration and Contract Modules, First 3 included)	Template	\$1,600.00
Public Procurement Professional Business Process Audit and Assessment**	20 Hours + Deliverable	\$3,000.00
Public Procurement Professional Monthly Consultant Retainer (6-mo min) +	5 hours	\$875/month
Public Procurement Professional Monthly Consultant Retainer (6-mo min) +	10 hours	\$1500/month
Engineering Hourly Rates (16-hour min)	Hour	\$200.00

\*\* Collaboration Module, If agency has no bid templates or no decision map for bid language, then this is required.

+ If agency's procurement function is decentralized, this is highly recommended.

Sourcing Module							Collaboration Add On						
	1 Year		3 Year		5 Year			1 Year		3 Year		5 Year	
Budget Tier	List Price	Member Price	List Price	Member Price	List Price	Member Price	Budget Tier	List Price	Member Price	List Price	Member Price	List Price	Member Price
Under 20M*	\$ 6,750	\$6,075	\$6,136	\$5,523	\$5,216	\$4,694	Under 20M*	\$6,075	\$5,468	\$5,523	\$4,970	\$4,694	\$4,225
20M-40M	\$8,471	\$7,624	\$7,701	\$6,931	\$6,546	\$5,891	20M-40M	\$7,624	\$6,862	\$6,931	\$6,238	\$5,891	\$5,302
40M-60M	\$10,196	\$9,176	\$9,269	\$8,342	\$7,878	\$7,090	40M-60M	\$9,176	\$8,258	\$8,342	\$7,508	\$7,090	\$6,381
60M-80M	\$12,523	\$11,271	\$11,385	\$10,247	\$9,677	\$8,709	60M-80M	\$11,271	\$10,144	\$10,246	\$9,222	\$8,709	\$7,838
80M-100M	\$14,852	\$13,367	\$13,502	\$12,152	\$11,476	\$10,328	80M-100M	\$13,367	\$12,030	\$12,152	\$10,936	\$10,329	\$9,296
100M-150M	\$20,342	\$18,308	\$18,493	\$16,644	\$15,719	\$14,147	100M-150M	\$18,308	\$16,477	\$16,644	\$14,979	\$14,147	\$12,732
150M-200M	\$25,978	\$23,380	\$23,616	\$21,255	\$20,074	\$18,066	150M-200M	\$23,380	\$21,042	\$21,255	\$19,129	\$18,066	\$16,259
200M-300M	\$33,621	\$30,259	\$30,565	\$27,508	\$25,980	\$23,381	200M-300M	\$30,259	\$27,233	\$27,508	\$24,757	\$23,382	\$21,043
300M-500M	\$45,648	\$41,083	\$41,498	\$37,348	\$35,273	\$31,745	300M-500M	\$41,083	\$36,975	\$37,348	\$33,613	\$31,746	\$28,571
500M-750M	\$58,825	\$52,943	\$53,478	\$48,130	\$45,456	\$40,909	500M-750M	\$52,943	\$47,649	\$48,130	\$43,317	\$40,910	\$36,818
750M-1B	\$73,053	\$65,748	\$66,412	\$59,771	\$56,450	\$50,804	750M-1B	\$65,748	\$59,173	\$59,771	\$53,793	\$50,805	\$45,723
1B-2B	\$100,965	\$90,868	\$91,786	\$82,607	\$78,018	\$70,214	1B-2B	\$90,868	\$81,781	\$82,607	\$74,347	\$70,216	\$63,193
2B-3B	\$127,034	\$114,331	\$115,486	\$103,937	\$98,163	\$88,344	2B-3B	\$114,331	\$102,898	\$103,937	\$93,544	\$88,347	\$79,510
3B-4B	\$150,811	\$135,730	\$137,101	\$123,391	\$116,536	\$104,880	3B-4B	\$135,730	\$122,157	\$123,391	\$111,052	\$104,882	\$94,392
4B-5B	\$170,776	\$153,698	\$155,251	\$139,726	\$131,963	\$118,764	4B-5B	\$153,698	\$138,328	\$139,726	\$125,753	\$118,767	\$106,887
5B-7B	\$199,632	\$179,669	\$181,484	\$163,336	\$154,261	\$138,831	5B-7B	\$179,669	\$161,702	\$163,336	\$147,002	\$138,835	\$124,948
7B-10B	\$226,826	\$204,143	\$206,205	\$185,585	\$175,274	\$157,743	7B-10B	\$204,143	\$183,729	\$185,585	\$167,026	\$157,747	\$141,969
Contract Management Add On							Full Suite						
	1 Year		3 Year		5 Year			1 Year		3 Year		5 Year	
Budget Tier	List Price	Member Price	List Price	Member Price	List Price	Member Price	Budget Tier	List Price	Member Price	List Price	Member Price	List Price	Member Price
Under 20M*	\$4,388	\$3,949	\$3,989	\$3,590	\$3,390	\$3,051	Under 20M*	\$15,491	\$13,942	\$14,083	\$12,675	\$11,971	\$10,773
20M-40M	\$5,506	\$4,956	\$5,006	\$4,505	\$4,255	\$3,829	20M-40M	\$19,441	\$17,497	\$17,674	\$15,906	\$15,023	\$13,520
40M-60M	\$6,627	\$5,964	\$6,025	\$5,422	\$5,121	\$4,609	40M-60M	\$23,399	\$21,059	\$21,271	\$19,145	\$18,081	\$16,272
60M-80M	\$8,140	\$7,326	\$7,400	\$6,660	\$6,290	\$5,661	60M-80M	\$28,741	\$25,867	\$26,128	\$23,516	\$22,209	\$19,988
80M-100M	\$9,654	\$8,688	\$8,776	\$7,898	\$7,460	\$6,713	80M-100M	\$34,085	\$30,676	\$30,986	\$27,888	\$26,338	\$23,704
100M-150M	\$13,222	\$11,900	\$12,020	\$10,818	\$10,217	\$9,195	100M-150M	\$46,685	\$42,017	\$42,441	\$38,197	\$36,075	\$32,467
150M-200M	\$16,886	\$15,197	\$15,351	\$13,815	\$13,048	\$11,743	150M-200M	\$59,619	\$53,657	\$54,199	\$48,779	\$46,069	\$41,462
200M-300M	\$21,854	\$19,668	\$19,867	\$17,880	\$16,887	\$15,198	200M-300M	\$77,160	\$69,444	\$70,146	\$63,131	\$59,624	\$53,660
300M-500M	\$29,671	\$26,704	\$26,974	\$24,276	\$22,928	\$20,634	300M-500M	\$104,761	\$94,285	\$95,238	\$85,714	\$80,952	\$72,855
500M-750M	\$38,236	\$34,413	\$34,760	\$31,284	\$29,546	\$26,591	500M-750M	\$135,004	\$121,504	\$122,731	\$110,458	\$104,321	\$93,887
750M-1B	\$47,484	\$42,736	\$43,168	\$38,851	\$36,692	\$33,022	750M-1B	\$167,656	\$150,891	\$152,415	\$137,173	\$129,553	\$116,595
1B-2B	\$65,627	\$59,064	\$59,661	\$53,695	\$50,712	\$45,639	1B-2B	\$231,714	\$208,542	\$210,649	\$189,584	\$179,051	\$161,142
2B-3B	\$82,572	\$74,315	\$75,066	\$67,559	\$63,806	\$57,424	2B-3B	\$291,544	\$262,390	\$265,040	\$238,536	\$225,284	\$202,751
3B-4B	\$98,027	\$88,225	\$89,116	\$80,204	\$75,748	\$68,172	3B-4B	\$346,112	\$311,501	\$314,647	\$283,183	\$267,450	\$240,699
4B-5B	\$111,004	\$99,904	\$100,913	\$90,822	\$85,776	\$77,196	4B-5B	\$391,931	\$352,738	\$356,301	\$320,671	\$302,856	\$272,563
5B-7B	\$129,761	\$116,785	\$117,965	\$106,168	\$100,270	\$90,240	5B-7B	\$458,156	\$412,341	\$416,506	\$374,855	\$354,030	\$318,618
7B-10B	\$147,437	\$132,693	\$134,033	\$120,630	\$113,928	\$102,533	7B-10B	\$520,565	\$468,509	\$473,241	\$425,917	\$402,255	\$362,020

## Section 6 – Vendor Qualifications

Briefly describe your company's history and experience in the industry. Describe your core values and business philosophy. Indicate what differentiates your company from its competitors.

ProcureNow, an OpenGov Company, is best suited to help members of PSA successfully replace your existing tools and processes with a cloud-based, highly available, Software-as-a-Service (SaaS) modern alternative. *If PSA and its members are seeking a comprehensive partnership that results in INTUITIVE software and services that makes your team's life and your bidder's life easier, ProcureNow is the right partnership.*

Our company, our customers, and our team's current and past experience make ProcureNow uniquely qualified to meet and exceed PSA's priorities and challenges. Electronic sourcing creates convenience and efficiency, and there are many options in the marketplace to help with electronic sourcing and bidding. Most of them do not help you with the important project management and clause management front end. They require PDF uploads that then just create hundreds of more PDF pages... and that is not "really" electronic or automated. Additionally, separate contract management systems require you to switch back and forth between their system and other systems copying and pasting data and documents over and over because the processes are so tightly integrated.

Your ProcureNow project team and our customers call attention to the same challenges that PSA and its members recognizes, and we've worked together as a community to solve them.

Only ProcureNow includes a **full lifecycle intake (requisition) and solicitation development workflow tool** to help you manage the front end of the process – helping you write a higher quality solicitation that encourages sharing and collaborative with less effort that's intuitive, more organized, consistent, and compliant – every time. Then we integrate intuitive guidance throughout the vendor registration, electronic bidding, evaluation, and contracting processes. The result is a solution that finally solves the biggest challenges that public procurement teams face today.

ProcureNow is your most qualified full lifecycle e-Procurement solutions:

1. We only work with public agencies. Public Procurement and Public Records laws and policies are a requirement for every ProcureNow customer.
2. We are the only company with a full lifecycle solicitation development module built for local government. Other companies may have been in business longer than we have, or have more customers, but we are the only company who has successfully delivered e-Procurement solutions that develop and write RFPs, bids, and contracts built for local governments. Therefore, our experience is unique to solving your top challenges. **The shift away from older outdated technology is clear as more than 25 of our customers have joined the ProcureNow eProcurement family in 2020 alone. 5 of these new customers in 2020 were won through a competitive solicitation where ProcureNow was the selected vendor. ProcureNow has continued this momentum in 2021 and is now the fastest growing eProcurement solution in the local government market.**
3. Your project team has over 35 years combined experience in public procurement, public access, and government technology – and has worked with many cities, counties, and other governmental authorities. **Public procurement and records laws and their intersection with**

**cloud software** is their unique expertise and passion.

4. Our solution architecture is the most modern in the industry. We develop ProcureNow on the same open source platform as some of the most utilized social media and e-commerce websites. Efficient innovation and rapid enhancement is built into the architecture. PSA members will never worry about software that's outdated or antiquated from Day One.

ProcureNow has been in business for 4.5 years and was founded to offer local and regional governments a better, more modern and intuitive set of procurement tools. Our staff has more than 35 years of experience in the government technology space, focusing on procurement and public records.

The following is a list of some of our recent projects (with similar scope and/or size) that have been completed or are in progress. Whether they have been a customer for years or are just going live this week, each of these agencies are 100% referable.

City of Pasadena, CA (2019)	Ocean County, NJ (2020)
City of Milpitas, CA (2019)	Philadelphia International Airport (2018)
City of Banning, CA (2019)	Port of Morrow, OR (2020)
City of Tustin, CA (2020)	Mesa Public Schools (2020)
City of Vista, CA (2020)	Mohave Educational Cooperative (2020)
City of Isleton, CA (2020)	Monterey Regional Parks District (2020)
City of South San Francisco, CA (2020)	Leon County, FL (2019)
City of Millbrae, CA (2020)	Santa Cruz County, CA (2020)
City of Monterey, CA (2020)	Yuba County, CA (2020)
City of Brentwood, TN (2020)	Palmdale Water District, CA (2020)
City of Edgewater, Florida (2020)	West County Wastewater District, CA (2020)
City of Lake City, Florida (2020)	Omnitrans, CA (2020)
City of Lynnwood, WA (2020)	Santa Clara VTA, CA (2020)
City of New Milford, CT (2020)	San Bernardino City School District (2020)
City of New Smyrna Beach, FL (2020)	San Francisco International Airport, CA (2018)
City of Norfolk, Virginia (2020)	Sacramento Area Council of Governments (2018)
City of West Sacramento (2020)	Stanislaus Council of Governments, CA (2019)
Township of Wayne, NJ (2020)	Modesto City Schools, CA (2019)
City of Tucson, AZ (2019)	Brazos Valley Council of Governments, TX (2018)
Village of Barboursville, WV (2020)	Frederick County Public Schools, MD (2020)
Washington County, OR (2020)	City of Manhattan Beach, CA (2021)



City of Bloomington, IL (2021)

San Francisco Airport, CA (2021)

City of Groveland, FL (2021)

Tampa International Airport, FL (2021)

City of Murfreesboro, TN (2021)

Maryland-National Capital Park & Planning  
Commission, MD (2021)

Richland School District Two, SC (2021)

Village of Schaumburg, IL (2021)

Sacramento Metropolitan Fire District, CA (2021)

Specifically, disclose the following: a) Bankruptcies filed; b) Litigation, mediation, and arbitration history over the last five (5) years; c) Any material (in excess of \$50,000) claims, judgements, arbitrations, investigations, or lawsuits pending; d) Any criminal actions, suits, proceedings, arbitrations investigations against or involving the Offeror or its employees (in their capacities as employees) occurring during the past five years.

ProcureNow has none of the above.

## Section 7 – Staff Assigned to the Account

Describe the staff proposed to manage a potential PSA contract and their experience supporting similar scopes of work.

### Qualifications and Relevant Experience of The Firm

ProcureNow currently supports 50 active government agencies and have an immense amount of capacity to increase our customer base while continuing to offer the best customer advocacy program in the industry.

We are based in the United States with a team that's 100% based in the United States. We are honored to share our company has 100% referability of our customer base. That is the best signal that we have the strength, efficiency, and capability to provide a world class experience to the Agency. Our now being a part of OpenGov affords the ProcureNow solution maximum financial stability.

ProcureNow is most qualified to serve as procurement technology partner with a full lifecycle e-Procurement solution for Agencies:

1. We only work with and are laser focused on the needs of public agencies (100% of our customers are public agencies).
2. The shift away from old, outdated technology is clear as 70% of our customers have joined the ProcureNow eProcurement family in 2020 alone – and 100% of our customers are referable.
3. Your project team has over 40 years combined experience in public procurement, public access, and government technology – and has worked with many cities, counties, special districts, and other governmental authorities. Public procurement and records laws and their intersection with cloud software is their unique expertise and passion.
4. The Agency will never have to worry about software that is outdated or antiquated from Day One. Our solution architecture is the most modern in the industry. We develop ProcureNow on the same open-source platform as some of the popular social media sites. Efficient innovation and rapid enhancement (while maintaining exceptional quality) are built into the architecture.
5. In each of our customer's implementation, ProcureNow is implementing the same system that the Agency is seeking. In each implementation instance, the project was implemented under budget, under time, and has been considered as a great success.
6. We do not have a customer who cancelled a ProcureNow annual software agreement and left us to a competitor. We certainly have customers who left competitors and implemented ProcureNow.

One of my customers said to me today.... "Your software makes me enjoy logging in and using it". **It is difficult to quantify and require "JOY" – but without a doubt, that is what our customers experience.**

## Key Personnel

Michelle Hamilton, Director of Purchasing for the largest school district in Arizona (Mesa Public Schools) had this to say about ProcureNow in April 2020, and our ability to move them to a completely paperless process during their busiest time and at the beginning of the pandemic:

*“My name is Michelle and I am the Director of Purchasing for the largest school district in Arizona. I have a staff of eighteen in purchasing. When the Coronavirus shut down our school district on March 16, my first concern was our bids that were currently on the street and a few I knew would need to be issued in the near future. We jumped in dealing with the immediate needs of the district first.*

- *March 24, I received an email about your service.*
- *March 26, I did the online demo.*
- *I had to take some time to deal with issues for the district but quickly decided to use this opportunity to move forward with ProcureNow and sign the agreement.*
- *April 6 we had a kick off meeting with Thao.*
- *April 9 we as a department had training with Thao*
- *April 13 I had a training with my staff without Thao*
- *April 15 we held our final training with Thao.*

Following are the Project Roles for ProcureNow Projects, and the ProcureNow staff person who will head that role:

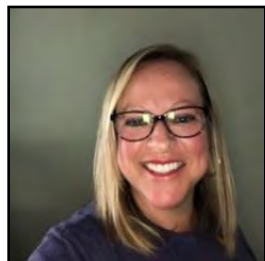
- PSA Account Manager – Thao Hill
- Subject Matter / Business Process Expert – Geri Forslund
- Primary Project Manager (PPM) - Millie Crossland
- Backup Project Manager (BPM) - Thao Hill
- Data Conversion – David Wong
- Training Team – Geri Forslund, Cody Weimer

*In the school business industry things do not typically move fast. As I look at this timeline, I am amazed at what Thao was able to do for us. Between Thao and your system this has been the least painful implementation I have ever been through and believe me I've done plenty throughout my career. I have had dozens of companies finally catch up to you and offer similar services after you did, however, I have let them know we signed an agreement with ProcureNow.*

*I just wanted to take a few minutes and let you know what a great job your team has done. They have been responsive, accommodating, patient and kind through this. I also wanted to thank you and ProcureNow for stepping up so quickly to support school district procurement. Sometimes when businesses decide to change their business model and think outside the box, you do so with caution and concern. Your willingness to deliver a solution in such a short period of time will serve you well in the future. Just know, it means everything to me and my staff and I just wanted you to know how much we appreciate you.”*

## PRIMARY PROJECT TEAM

### BUSINESS PROCESS SOLUTION ARCHITECT



#### **Geri Forslund, Director of Customer Success**

Geri brings with her an incredible amount of knowledge in both local government and procurement. For the past ten years, she was a member of Leon County Government's Leadership Team in Tallahassee, Florida and worked in Human Resources (Employee Development Coordinator) and the Procurement Division, holding the position of Procurement Administrator. She was the primary contracting officer, specializing in contract negotiations, policy interpretation, solicitation development, and contract compliance before making the decision to join the ProcureNow team and helping to make an impact with other local governments. She received her Bachelor of Business Administration from Hofstra University, studying abroad and continues with her love of learning, collecting certifications along the way. She is currently the Director of Customer Success, providing our industry known exceptional customer service, while helping to implement ProcureNow software, which includes implementing the language, policies, and logic to configure ProcureNow to be "customized" for each customer's needs, and training staff on our intuitive platform.

### IMPLEMENTATION PROJECT MANAGER



#### **Millie Crossland, Implementation Manager**

Millie is skilled at leading change in organizations with a focus on openness and easy access when it comes to the public sector. With more than 20 years of experience launching and streamlining private- and public-sector programs to optimize teams, departments, and whole agencies in addition to solidifying public relations and customer satisfaction. She has a track record of overhauling tedious, time-consuming, and inscrutable processes, transforming them into smooth, internal workflows and fast, transparent, easy-to-use public-facing services.

With the capability to not only spot systemic problems but implement solutions and gain user adoption. She has a knack for spreading internal cultural change, turning office traditionalists into enthusiastic participants. Millie's public sector experience includes the following roles in city government (15 years): City of Kansas City, Missouri - Assistant to the Mayor, City Clerk, Technology Project Liaison and for the City of Oakland, California – Police Records Manager. In the private sector public sector project management and implementation of SAAS Software projects (7 years). With the capability to not only spot systemic problems but implement solutions and gain user adoption. She has a knack for spreading internal cultural change, turning office traditionalists into enthusiastic participants.

EXECUTIVE SPONSOR, TRAINER**Thao Hill, Chief Customer Officer**

Thao is a govttech executive with 20 years of experience leading cloud-based software companies and projects at the Federal, State, Regional, and Local levels. Thao was a member of the founding executive team for Granicus, the first and world's leading local government cloud-based software company, for 10 years. During his tenure there, he led their highest profile project implementations, including The US House of Representatives, The US Senate, the Tennessee Legislature, and the City of Los Angeles. He has led engineering teams, customer support teams, hosting infrastructure teams and sales and marketing teams, for several govttech companies including Granicus, Govdelivery, and Public Systems Associates. He has also worked as a reliability engineering consultant for Facebook, Google, Twitter, LinkedIn, Microsoft, Amazon, Pinterest, and CBS Interactive. He received his electrical engineering degree from Tennessee Technological University. He leads implementations and process improvement for ProcureNow Customers.

TECHNICAL LEAD, DATA CONVERSION**David Gertmenian-Wong, President and Chief Technology Officer**

David is a tech executive with over 10 years of experience leading operational and technical teams. He served in leadership roles at Gametime, Giftrocket, Tula Investment Group, and Hall Equities Group. He graduated summa cum laude with a Bachelor of Science from University of California Davis. David is the mastermind behind the technical awesomeness that is our ProcureNow Platform.

Following are the Project Roles for PSA and your member agencies, and the ProcureNow staff person who will head that role:

- Executive Project Manager (PPM) - Thao Hill
- Project Manager (BPM) - Millie Crossland
- Data Conversion – David Wong
- Business Analyst – Geri Forslund
- Training Team – Geri Forslund, Cody Weimer
- Support / Account Management Team – Geri Forslund, Thao Hill, David Wong, Cody Weimer, Matt McFarland, Dan Melton, Robert Torres, Millie Crossland

## Section 8 – Marketing Strategy

Describe in detail how you will effectively market any potential PSA contract nationally and meet the requirements outlined in the RFP.

Address each element of your marketing strategy by describing timelines, methods, and/or presenting reference marketing materials PSA can expect to be produced and maintained by your organization throughout the life of any potential contract.

ProcureNow, now a part of OpenGov, has a national marketing and events program that is unparalleled in the market, and a sales team of over 30 staff meeting with government agencies every day, and webinars every month. Considering the fact that OpenGov has acquired ProcureNow, the PSA cooperative agreement is a CRITICAL arrow in our sales quiver to ensure the ProcureNow/OpenGov Procurement line reaches enormous success efficiently and effectively.

The following will be employed, and we would be honored to be exclusive with PSA/Brazos Valley Council of Governments as our cooperative/piggyback partner option. We fully agree to provide/comply with the below items:

- A. **Press Release:** A press release, including logos, brands and taglines for PSA's use in various marketing campaigns, shall be provided electronically within ten (10) days of the date the contract is executed. The development of the text and format of the press release shall be a joint effort between the Contractor and PSA. Examples of PSA approved press releases are available at: [www.psabuy.org](http://www.psabuy.org). (agreed)
- B. **Sales Brochures:** A formal sales brochure shall be prepared and submitted in hard copy and electronic form and in sufficient quantities for PSA's use in marketing the Contractor's offerings through the PSA contract within thirty (30) days of the date the contract is executed. The brochure shall be co-branded, contain detailed information about the PSA program, the Contractor, the offerings and contact information for the designated person(s) familiar with the contract offerings. The brochure shall be presentation quality and provide a highly favorable impression of PSA, the Contractor and the program. PSA will assist in the development of this brochure by providing PSA specific information, logos and feedback on the style and text included in draft versions. (agreed)
- C. **Advertisements:** Contractor will produce and maintain full color camera ready print advertisements in electronic form containing logos for both programs, contain information about Contractor and the PSA program, the contract offerings, and contact information for the designated person(s) familiar with the contract offerings. The advertisements will be maintained for use by the Contractor and PSA. (Agreed)
- D. **Web Site:** In addition to the requirement that PSA Contractors maintain a general use web site, Contractor shall maintain a page on its website specifically to provide information about the PSA contract. The page(s) shall be co-branded and specifically devoted to the PSA/Contractor offering to its members and be available to the public within thirty (30) days of the date the contract is executed. The page shall contain detailed information about the PSA program, the Contractor, the offerings, and the contact information for the designated person(s) familiar with the contract offerings. (agreed)



- E. **Tradeshows:** Outline your proposed involvement in trade shows to promote the PSA contract. Identify appropriate national or trade shows to attend and what types of materials will be made available at the trade shows.

OpenGov will be attending over 70! Trade Shows in the next 9 months. We will be sure to include information about our partnership with PSA displayed prominently in our booth at all times.

Here's the partial list:

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|--|--|
| 1. Florida Association of Special Districts  | 28. CA League of Cities  |
| 2. CivStart - State of GovTech   | 29. League of California Cities                                      |
| 3. CSDA Magazine Article   | 30. Ohio GFOA-booth n/c  |
| 4. Arizona NIGP State Capitol Chapter  | 31. Pennsylvania Government Finance Officers Association             |
| 5. DMO Roundtable  | 32. Wisconsin Assoc of Counties                                      |
| 6. NaCo National Association of Counties   | 33. Management Information Systems Association of California (MISAC) |
| 7. GFOA Government Finance Officers Association                                    | 34. Native American Finance Officers Association (NAFOA)             |
| 8. Texas Public Purchasing Association (Summer Virtual)                            | 35. NIGP Area 2 Northeast  |
| 9. Arizona Association of School Business Officials (Expo)                         | 36. Idaho Association of County                                      |
| 10. SFOF Summer Event: State Financial Officers Foundation-Live                    | 37. New Mexico Assoc of Counties                                     |
| 11. NYS GFOA virtual   | 38. Georgia GFOA   |
| 12. Another NY Conference-TBD  | 39. ICMA INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION            |
| 13. NASBO-Annual conference, National Association of State Budget Officers-Virtual | 40. TML (Texas municipal League)                                     |
| 14. BOAT-Building Officials of Texas   | 41. NJ Assoc of Counties   |
| 15. Washington City Managers Association (WCMA)                                    | 42. TACA 2021 Texas County Auditors Association                      |
| 16. CAPPO August Webinar   | 43. Virginia Association of Government Purchasing Fall Conference    |
| 17. NASACT: National Association of state auditors, comptroller's & treasures      | 44. OpenGov Transform – Dates not confirmed                          |
| 18. MACO-Booth N/C   | 45. Governmental Purchasing Association of New Jersey                |
| 19. GMIS   | 46. National Airport Purchasing Group                                |
| 20. National Institute of Governmental Purchasing (Virtual)                        | 47. Tennessee Association of Public Procurement                      |
| 21. NIGP 60 Minute Session   | 48. OpenGov TX Road Show Event                                       |
| 22. American Public Works Conference   | 49. SFOF Fall Event: State Financial Officers Foundation-Live        |
| 23. California Special Districts Association Conference                            | 50. IL GMIS  |
| 24. Public Procurement Association of North Ohio                                   | 51. 2021 OBOA/ODPCA Joint Conference                                 |
| 25. National Institute of Governmental Purchasing (Live Leadership Conference)     | 52. NLC-National league of Cities-City Summit                        |
| 26. Illinois GFOA  | 53. California State Association of Counties conference-CSAC         |
| 27. Wyoming Assoc of County Officials  | 54. CT Conference of Municipalities                                  |

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|---|--|
| 55. Texas Public Purchasing Association (Fall)                        | 64. NIGP Copper Chapter                                  |
| 56. Arizona Road Show   | 65. Carolinas Association of Government Purchasing       |
| 57. Colorado City County Managers Association if canceled do Co GFOA  | 66. Missouri Association of Public Procurement           |
| 58. Nebraska Assoc of County Officials                                | 67. Illinois Association of Public Procurement Officials |
| 59. NC GFOA Conference (fall)   | 68. National Procurement Institute                       |
| 60. California Association of Public Procurement Officials Conference | 69. CSAC Webinar-Q3                                      |
| 61. CA Public Works Expo  | 70. Colorado GFOA-webinar                                |
| 62. California Association of School Business Officials               |  |
| 63. Florida Association of Public Procurement Officials 2022          |  |

- F. **Contract Rollout:** Describe how you intend on introducing this program to your company, and how your company will promote the PSA contract to all government/public entities to drive immediate participation.

**We have already started discussing how we can include PSA in all our sales and marketing prospecting conversations. If we do happen to find out prior to July 12, Thao Hill will be at the sales team summit July 12-14.** We will educate them about this opportunity in person at that time. Additionally, we will commit to holding a bi-annual training for all sales and account management.

- G. **Marketing:** The successful Contractor will be required to market the PSA contract to members and prospective members through various means including email notifications, direct mail, telemarketing and direct contact. PSA will share contact information for all current members and provide the Contractor with prospect contact information. The Contractor shall consistently market the contract throughout the term and maintain a coordinated effort with the PSA Program Manager. (Agreed)
- H. **National/Regional Contract Awareness:** The successful Contractor will have a plan to market the contract on a national scale, or for marketing the contract throughout the entire sales region, as appropriate. Describe the methods that will be used to accomplish this. Furnish, on request of PSA, reasonable data, forms and graphic material to be used in brochures or other print media, or on the PSA website. (Agreed)

## Section 9 – PSA Administrative Fee

Confirm the percentage amount and calculation of the PSA Administrative Fee. Offerors are encouraged to propose alternative methods of assessing and calculating administrative fees to PSA based on industry standards and company policy.

ProcureNow agrees to the 3% Administrative Fee on all Costs related to Recurring Software License Costs. This does not include our costs for One-time professional service. Our company keeps these costs extremely low for our customer, and we do not currently have a significant margin on one time service changes.

**OPENGOV, INC. EXCEPTIONS**  
**to**  
**PURCHASING SOLUTIONS ALLIANCE**  
**REQUEST FOR PROPOSALS 21-203**  
**ePROCUREMENT AND CONTRACT MANAGEMENT SOLUTIONS**

<b>Page #</b>	<b>Section Title</b>	<b>Exception</b>
7	Sales Tax	<p>Original: The Vendor is expected to charge any applicable state and/or local taxes on items for which a valid tax exemption certification has not been provided. Each PSA member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, PSA members must indicate that they are tax-exempt entities. Except set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.</p> <p>Exception- <i>Delete</i>: “The Vendor is expected to charge any applicable state and/or local taxes on items for which a valid tax exemption certification has not been provided.”</p>
9	Invoicing	<p>Original: All invoices are to be paid in full net thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the terms and conditions, and discounts as stated in the contract. Invoices shall not contain work or items that are not satisfactorily completed and/or delivered.</p> <p>Exception - <i>Modify</i>: All invoices are to be paid in full net thirty (30) in accordance with the invoice. All invoices shall be submitted in accordance with the terms and conditions, and discounts as stated in the contract. Invoices shall not contain work or items that are not satisfactorily completed and/or delivered.</p>
10	Customer Service Representative	<p>Original: Contractor shall ensure that the Customer Service Representative promptly responds to communications from PSA and its members. Phone calls will be promptly returned, in any event not later than the next business day. The only acceptable failure will be due to Force Majeure.</p> <p>Exception - <i>Modify</i>: Contractor shall ensure that the Customer Service Representative promptly responds to communications from PSA and its members. The only acceptable failure will be due to Force Majeure.</p>
10	Marketing and Publicity	<p>Original: The following marketing items shall be required during the term of the contract:</p> <p>Exception - <i>Modify</i>: The following marketing items shall be required during the term of the contract, upon request. All of the below requirements are subject to a mutually agreeable terms and conditions between the Contractor and PSA</p>
10	Press Release	<p>Original: A press release, including logos, brands and taglines for PSA’s use in various marketing campaigns, shall be provided electronically within ten (10) days of the date the contract is executed. The development of the text and format of the press release shall be a joint effort between the</p>

		<p>Contractor and PSA. Examples of PSA approved press releases are available at: <a href="http://www.psabuy.org">www.psabuy.org</a></p> <p>Exception - <i>Modify</i>: A press release, including logos, brands and taglines for PSA's use in various marketing campaigns, shall be provided electronically within ten (10) days of the date of release. The development of the text and format of the press release shall be a joint effort between the Contractor and PSA. Examples of PSA approved press releases are available at: <a href="http://www.psabuy.org">www.psabuy.org</a></p>
10	Sales Brochure	<p>Original: A formal sales brochure shall be prepared and submitted in hard copy and electronic form and in sufficient quantities for PSA's use in marketing the Contractor's offerings through the PSA contract within thirty (30) days of the date the contract is executed. The brochure shall be co-branded, contain detailed information about the PSA program, the Contractor, the offerings and contact information for the designated person(s) familiar with the contract offerings. The brochure shall be presentation quality and provide a highly favorable impression of PSA, the Contractor and the program. PSA will assist in the development of this brochure by providing PSA specific information, logos and feedback on the style and text included in draft versions.</p> <p>Exception - <i>Modify</i>: A formal sales brochure shall be prepared and submitted in hard copy and electronic form and in sufficient quantities for PSA's use in marketing the Contractor's offerings through the PSA contract within thirty (30) days of the date of release. The brochure shall be co-branded, contain detailed information about the PSA program, the Contractor, the offerings and contact information for the designated person(s) familiar with the contract offerings. The brochure shall be presentation quality and provide a highly favorable impression of PSA, the Contractor and the program. PSA will assist in the development of this brochure by providing PSA specific information, logos and feedback on the style and text included in draft versions.</p>
11	Website	<p>Original: In addition to the requirement that PSA Contractors maintain a general use web site, Contractor shall maintain a page on its website specifically to provide information about the PSA contract. The page(s) shall be co-branded and specifically devoted to the PSA/Contractor offering to its members and be available to the public within thirty (30) days of the date the contract is executed. The page shall contain detailed information about the PSA program, the Contractor, the offerings, and the contact information for the designated person(s) familiar with the contract offerings.</p> <p>Exception - <i>Modify</i>: Delete</p>
12	Use of Logo	<p>Original: PSA may use the Contractor's name and logo in the promotion of the contract to communicate the availability of products and services under the contract to customers. Use of the logos may be on the PSA website or on printed materials. Any use of Contractor's logo by PSA must comply with and be solely related to the purposes of the contract and any usage guidelines communicated to PSA from time</p>

		<p>to time. Nothing contained in the contract will give PSA any right, title, or interest in or to Contractor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by the Contractor.</p> <p>Exception - <i>Modify</i>: Subject to Contractor's approval, PSA may use the Contractor's name and logo in the promotion of the contract to communicate the availability of products and services under the contract to customers. Use of the logos may be on the PSA website or on printed materials. Any use of Contractor's logo by PSA must comply with and be solely related to the purposes of the contract and any usage guidelines communicated to PSA from time to time. Nothing contained in the contract will give PSA any right, title, or interest in or to Contractor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by the Contractor</p>
12	Additional Performance under Contract	<p>Original: Allow access to PSA authorized personnel for auditing of purchase orders during the contract period, and for a period extending through the completion of any outstanding orders. Inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to Contractor.</p> <p>Exception - <i>Modify</i>: Allow access to PSA authorized personnel for auditing of purchase orders during the contract period, and for a period extending through the completion of any outstanding orders. Inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to Contractor. In no event shall an audit occur outside of Contractor's normal business hours and shall not occur more than once per calendar year.</p>
21	General Liability/Indemnification	<p>Original: Contractor shall, to the extent permitted by law, defend and hold harmless BVCOG, PSA, any and all PSA members and BVCOG's board members, officers, agents, officials, employees, from any and all claims, costs, expenses (including reasonable attorney fees, actions, causes of action, judgments, and liens) arising as a result of Contractor's gross negligence, fraud, criminal acts, omissions, willful misconduct. Contractor shall notify PSA of the threat of lawsuit or of any actual suit filed against Contractor relating to this Contract. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE BVCOG OR PSA OR ANY PARTICIPANT FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE PSA OR ANY PARTICIPANT OR THEIR EMPLOYEES.</p> <p>Exceptions – <i>Modify</i>: Contractor shall, to the extent permitted by law, defend and hold harmless BVCOG, PSA, any and all PSA members and BVCOG's board members, officers, agents, officials, employees, from any and all claims, costs, expenses (including reasonable attorney fees, actions, causes of action, judgments, and liens) arising as a result of</p>

		<p>Contractor's gross negligence, fraud, criminal acts, omissions, willful misconduct. Contractor shall notify PSA of the threat of lawsuit or of any actual suit filed against Contractor relating to this Contract. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE BVCOG OR PSA OR ANY PARTICIPANT FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE PSA OR ANY PARTICIPANT OR THEIR EMPLOYEES.</p> <p>Contractor shall defend, indemnify and hold harmless BVCOG, PSA, any and all PSA members and BVCOG's board members, officers, agents, officials, employees of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that the Software Services or the use thereof, infringe any (U.S.) patent, copyright or other proprietary right of any third party. If the Software Services becomes, or in Contractor's opinion is likely to become, the subject of an infringement claim, Contractor may, at its option and expense, either (a) procure for PSA the right to continue using the Software Services, (b) replace or modify the Software Services so that it becomes non-infringing, or (c) terminate the licenses granted hereunder and give PSA a pro-rata refund for any pre-paid, unused fees paid by PSA. Notwithstanding the foregoing, Contractor will have no obligation under this Section or otherwise with respect to any infringement claim based upon (i) any use of the Software Services not in accordance with this Agreement or for purposes not intended by Contractor, (ii) any use of the Software Services in combination with other products, equipment, software, or data not supplied by Contractor, (iii) any use of any release of the Software Services other than the most current release made available to PSA, or (iv) any modification of the Software Services by any person other than Contractor or its authorized agents or subcontractors. PSA shall (a) promptly give notice of a claim to Contractor; (b) give Contractor sole control of the defense and settlement of the claim (provided that Contractor may not settle such claim unless such settlement unconditionally releases PSA of all liability and, does not adversely affect Contractor's business or the Software Service); (c) provide to Contractor all available information and reasonable assistance; and (d) not compromise or settle such third-party claim. THE FOREGOING IS CONTRACTOR'S SOLE OBLIGATION AND PSA'S EXCLUSIVE REMEDY WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.</p>
22	Offeror Certifications and Acknowledgment	<p>Original: Offeror is required to fully complete and sign the attached Acknowledgment and Certification form. It must show full firm name and mailing address of Offeror and be manually signed by an authorized sales or quotation representative of the Company. Submission of a signed Acknowledgment and Certification form will be interpreted to mean that</p>



		<p>the Company hereby agrees to all terms and conditions set forth in all of the sheets which make up this RFP and to execute the sample contract attached herein.</p> <p>Exception - <i>Modify</i>: Offeror is required to fully complete and sign the attached Acknowledgment and Certification form. It must show full firm name and mailing address of Offeror and be manually signed by an authorized salesor quotation representative of the Company.</p> <p>Submission of a signed Acknowledgment and Certification form will be interpreted to mean that the Company hereby agrees to all terms and conditions set forth in all of the sheets which make up this RFP and to execute the sample contract attached herein, as revised by Contractor.</p>
23	Insurance Requirements	<p>Original: Unless otherwise stipulated, Contractor must have the following insurance and coverage minimums and strictly adhere to the following requirements. The policies hereunder, shall contain a waiver of transfer of rights of recovery against PSA, BVCOG, its agents, representatives, officers, directors, officials, employees and member entities for any claims arising out of Contractor's work or service. Brazos Valley Council of Governments doing business as Purchasing Solutions Alliance is to be named as an additional insured and a waiver of subrogation.</p> <p>Exception – <i>Modify</i>: Unless otherwise stipulated, Contractor must have the following insurance and coverage minimums and strictly adhere to the following requirements. The policies hereunder, shall contain a waiver of transfer of rights of recovery against PSA, BVCOG, its agents, representatives, officers, directors, officials, employees and member entities for any claims arising out of Contractor's work or service. Brazos Valley Council of Governments doing business as Purchasing Solutions Alliance is to be named as an additional insured with a Blanket Waiver of Subrogation endorsement.</p>
23	Commercial General Liability Insurance	<p>Original: Limit of liability not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Contractor agrees to maintain Commercial General Liability providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.</p> <p>Exception – <i>Modify</i>: Limit of liability not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Contractor agrees to maintain Commercial General Liability providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, and Products/Completed Operations. Blanket additional insured endorsement required.</p>
23	Workers Compensation Insurance & Employers Liability	<p>Original: Contractor shall maintain workers compensation insurance for statutory limits and employer's liability insurance with limits not less than \$500,000 each accident and \$500,000 by disease. Contractor waives all rights against BVCOG for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or umbrella liability insurance obtained by Contractor. Contractor shall</p>

		<p>provide evidence of this by Waiver of Subrogation in favor of the BVCOG.</p> <p>Exception - <i>Modify</i>: Contractor shall maintain workers compensation insurance for statutory limits and employer's liability insurance with limits not less than \$500,000 each accident and \$500,000 by disease. Contractor waives all rights against BVCOG for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or umbrella liability insurance obtained by Contractor. Contractor shall provide evidence of this by Blanket Waiver of Subrogation endorsement.</p>
23	Business Automobile Liability Insurance	<p>Original: Contractor shall maintain Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business 24 Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor waives all rights against the BVCOG for recovery of damages to the extent these damages are covered by the business auto policy or umbrella liability insurance obtained by Contractor or under any auto physical damage coverage. If the Contractor does not own the automobiles and furnishes satisfactory evidence of this, then this requirement may allow the Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.</p> <p>Exception - <i>Modify</i>: Contractor shall maintain Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all non-owned and hired automobiles. If the Contractor does not own the automobiles and furnishes satisfactory evidence of this, then this requirement may allow the Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended coverage requirement may be satisfied by Blanket Waiver of Subrogation endorsement.</p>

## **Conflict of Interest and Ethical Standards**

Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the interests of ProcureNow. A conflict of interest exists when the employee's loyalties or actions are divided between ProcureNow's interests and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their manager or the People Team for clarification. Any exceptions to this guideline must be approved in writing by ProcureNow's CEO.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees should avoid include the following:

- Accepting personal gifts or entertainment from competitors, customers, suppliers, or potential suppliers;
- Working for a competitor, supplier, or customer;
- Engaging in self-employment in competition with ProcureNow;
- Using proprietary or confidential ProcureNow information for personal gain or to ProcureNow's detriment;
- Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier, except that ownership of less than one percent (1%) of the publicly traded stock of a corporation will not be considered a conflict;
- Using ProcureNow property or labor for personal use;
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to ProcureNow;
- Committing ProcureNow to give its financial or other support to any outside activity or organization; or,
- Developing a personal relationship with a subordinate employee of ProcureNow or with an employee of a competitor, supplier, or customer that might interfere with the exercise of impartial judgment in decisions affecting ProcureNow or any employees of ProcureNow.

If an employee or someone with whom an employee has a close relationship (e.g., a family member or close companion) has a financial or employment relationship with a competitor, customer, supplier, or potential supplier, the employee must disclose this fact in writing to the People Team. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier, or customer, a conflict of interest may exist, which requires full disclosure to ProcureNow.

Part-time employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor. Employees must not engage in any outside employment that conflicts with the employee's work schedule, duties and responsibilities.

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, may result in discipline, up to and including termination of employment.

## PROCURENOW REFERENCES

We have listed a number of our customers' contact information in the first References section above, and others following. Every ProcureNow Customer is Referrable. If you'd like more contact information in addition to what has been provided, we are happy to extend this.

### (1) Name: **The County of Leon, Florida**

Address: 1800-3 North Blair Stone Road; Tallahassee, FL 32308

Contact: Shelly Kelly, Director of Purchasing Title: Director of Purchasing

Email: [KelleyS@leoncountyfl.gov](mailto:KelleyS@leoncountyfl.gov) Phone: 850-606-1600

Project Title: e-Procurement Software

Annual Budget: \$274 Million

Modules: Solicitation Development and Electronic Bidding

Date Installed: September 2019. This is an active SaaS perpetual contract.

Number of Users: 6 Buyer/Admin – 50-75 potential drafters/evaluators

Leon County transitioned from paper bidding to electronic with ProcureNow. They can now decommission an in-house built system for bid publishing and notification.

Link to Bidding Portal: <https://secure.procurenow.com/portal/leoncounty/?status=all>

### (2) Name: **The City of Norfolk, Virginia**

Address: 301 E City Hall Ave, Norfolk, VA 23510

Contact: Krystyna Owen Title: Purchasing Agent

Email: [Krystyna.Owen@norfolk.gov](mailto:Krystyna.Owen@norfolk.gov) Phone: (757) 664 4063

Michael Bevis, Chief Procurement Officer

Email: [Michael.Bevis@norfolk.gov](mailto:Michael.Bevis@norfolk.gov) Phone: 757-664-4787

Project Title: Solicitation Development and Electronic Bidding

Annual Budget: \$1.4 Billion

Modules: Collaboration | Sourcing | Contracts

Project Started Feb 2020. Active SaaS perpetual contract.

Number of Users: 11 Buyer/Admin – 100 potential drafters/evaluators

The City published a nationwide solicitation for an e-Procurement system to help them go from paper bidding and word processor based rfp/bid writing system to electronic procurement automation. ProcureNow won this RFP.

Link to Bidding Portal: <https://secure.procurenow.com/portal/norfolk?status=all>

**(3) Name: The County of Washington, Oregon**

Address: 155 N First Avenue, Hillsboro, OR 97124, Suite: 300

Contact: Suzi Fulcher, CPPB Title: Purchasing Supervisor

Email: [Suzi\\_Fulcher@co.washington.or.us](mailto:Suzi_Fulcher@co.washington.or.us)

Phone: 503-846-8734

Project Title: Solicitation Development and Electronic Bidding

Annual Budget: \$1.4 Billion

Project Modules: Solicitation Development and Electronic Bidding Project went live March 2020. This is an active SaaS perpetual contract.

Number of Users: 8 Administrators

They had to switch from paper based solicitations for VERY complex bids to ProcureNow at the beginning of the COVID19 pandemic, and were able to make the switch with no disruptions with hundreds of bidders of each of their active projects with great success and positive feedback.

Link to Bidding Portal <https://secure.procurenow.com/portal/washington-county-or?status=all>

**(4) Name: Mesa Public Schools, Arizona (Largest School District in Arizona)**

Address: 63 East Main Street · Mesa, Arizona 85201

Contact: Michelle Hamilton Title: Director of Purchasing

Email: [mlhamilton@mpsaz.org](mailto:mlhamilton@mpsaz.org) Phone: 480-472-0149

Project Title: e-Procurement Software

Annual Budget: \$575 Million

Project Modules: Electronic Bidding

Project Started March 2020. This is an active SaaS perpetual contract.

Number of Users: 11 Buyers/Admin – 40+ Evaluators

Link to Bidding Portal: <https://secure.procurenow.com/portal/mpsaz?status=all>

## Additional References

City of Edgewater – Pat Drosten, Purchasing Director

Telephone: 386.424.2400 ext 1306

Email: [pdrosten@cityofedgewater.org](mailto:pdrosten@cityofedgewater.org)

Maryland National Parks Commission – Stacey Pearson, Corporate Procurement Director

Telephone: 301-454-1609

Email: [Stacey.Pearson@mncppc.org](mailto:Stacey.Pearson@mncppc.org)

The City of Milpitas (customer for 3 years) - Zachary DeVine, Senior Buyer

Telephone: 408-586-3163

Email: [zdevine@ci.milpitas.ca.gov](mailto:zdevine@ci.milpitas.ca.gov)

Sacramento Council of Governments (3 years) – Conor Peterson, eProcurement Project Manager

Telephone: 209-200-9597

Email: [CPeterson@sacog.org](mailto:CPeterson@sacog.org)

City of Brentwood, Tennessee – Holly Earls – City Recorder

Telephone: 615-371-2234

Email: [holly.earls@brentwoodtn.gov](mailto:holly.earls@brentwoodtn.gov)

Santa Cruz County, California – Terra Prestwich – Purchasing Clerk

Telephone: 831-454-2792

Email: [terra.prestwich@santacruzcounty.us](mailto:terra.prestwich@santacruzcounty.us)

Yuba County, California – Sam Bunton, Engineer – Public Works

Telephone: (530) 565-6693

Email: [sbunton@co.yuba.ca.us](mailto:sbunton@co.yuba.ca.us)

The City of Pasadena, California – Antonio Watson, Buyer

Telephone: 626-744-8382

Email: [awatson@cityofpasadena.net](mailto:awatson@cityofpasadena.net)

Philadelphia International Airport, Pennsylvania – Alec Gever, Contracts Manager

Telephone: 215-863-3948

Email: [alec.gever@phl.org](mailto:alec.gever@phl.org)



**Offeror Acknowledgment & Certification****RFP No. 21-203****Invitation Title:** eProcurement Solutions**Offeror Company:** Govlist, Inc

(Legal name of business which will appear on contract, if awarded)

**Contract Signatory:** Thao Hill**Title:** Chief Customer Officer**Mailing Address:** 530 Divisadero St #797, San Francisco, CA 94117**Physical Address:** 8288 Caribbean Way, Sacramento, CA 95826**Phone:** (855) 680-4747**Email:** hello@procurennow.com**Federal ID No.:** 81-2070547**Web Page URL:** www.procurennow.com**Proposal Contact Information****Contact Person:** Thao Hill**Phone:** 415-470-2428**Email:** thao@procurennow.com**Underutilized/Disadvantaged Business (HUB / DBE) Information****Ownership - 51% or more:** ☒ Non-HUB/DBE ☐ HUB ☐ DBE**Estimated number of subcontractors who would participate in any contract:**

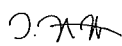
None

**Number of above subcontractors who would qualify as an HUB / DBE:**

N/A

**Certification**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, BVCOG member, or agent of the BVCOG has assisted in the preparation of this proposal. I acknowledge that I have read and understood the terms, conditions, requirements and provisions of the RFP and that this organization will comply with the terms thereof, and any other applicable local, state, and federal regulations and policies and that the BVCOG is authorized to verify references and stated performance data and to conduct credit and criminal background checks if needed. Furthermore, I certify that I am legally authorized to sign this proposal on behalf of said organization by authority of its governing body, and to bind said organization under any contract that may result from the submission of this proposal.

**Signature:**Digitally signed by Thao Hill  
Date: 2021.06.12 08:48:19 -07'00'**Title:** Chief Customer Officer**Printed Name:** Thao Hill**Date:** 06-12-2021

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

# FORM CIQ

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

Not applicable. Every customer has terms that are publicly available.

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

Not applicable.

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Not applicable.

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**   
Signature of vendor doing business with the governmental entity

6/12/2021

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
 2021-765545

**Date Filed:**  
 06/12/2021

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Govlist, Inc.  
 San Francisco, CA United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Brazos Valley Council of Governments

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

RFP 21-203  
 eProcurement and Contract Management Solutions

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hill, Thuan Thao	Sacramento, CA United States	X	
	Gertmenian-Wong, David	Oakland, CA United States	X	
	Dorpallen-Barry, Liam	Boston, ME United States	X	

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Thuan Thao Hill, and my date of birth is July 15, 1975.

My address is 8288 Caribbean Way, Sacramento, CA, 95826, USA.  
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Sacramento County, State of California, on the 19 day of June, 2021.  
 (month) (year)

Signature of authorized agent of contracting business entity  
 (Declarant)



See below for our answer to Question 9: Please upload any End User Service Agreements that may be required of the PSA Members.

*By clicking "Log In" at [secure.procurenow.com](https://secure.procurenow.com), you agree to our [Terms](#) and [Privacy Policy](#).*

<https://www.procurenow.com/privacy-policy/>

<https://www.procurenow.com/terms-of-service/>

## OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

### 1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

### 2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support & Service Levels. Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

#### 2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses

## OPENGOV SOFTWARE SERVICES AGREEMENT

include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

### 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

### 4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

### 5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.



## OPENGOV SOFTWARE SERVICES AGREEMENT

5.2 “**Confidential Information**” means all confidential business, technical, and financial information of the disclosing party that is marked as “Confidential” or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov’s Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, “Confidential Information” does not include: (a) “**Public Data**,” which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

## 6. PAYMENT OF FEES

### 6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term (“**Software Services Fees**”) and the fees for Professional Services (“**Professional Services Fees**”) are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as “**Fees**”. Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer’s designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

#### (e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer’s personnel or contractors are not completing Customer’s responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an “**On Hold Notice**”) that (A) designates the Professional Services to be provided to the Customer as “**On Hold**”, (B) detail Customer’s obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the “**On Hold Fee**”).

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the “On Hold” status, only upon Customer’s fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold

## OPENGOV SOFTWARE SERVICES AGREEMENT

Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## 7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**") unless sooner terminated pursuant to Section 7.3 below.

7.2 Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless either party notifies the other party of its intent not to renew this Agreement in writing no less than thirty (30) days before the end of the Initial Term.

7.3 Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such

## OPENGOV SOFTWARE SERVICES AGREEMENT

request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

## 8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

### 8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its

## OPENGOV SOFTWARE SERVICES AGREEMENT

obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

## 10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent

OPENGOV SOFTWARE SERVICES AGREEMENT

jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

[SIGNATURE PAGE TO FOLLOW]

OPENGOV SOFTWARE SERVICES AGREEMENT

Signatures

Customer: \_\_\_\_\_

OPENGov, INC.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]

## **RFP 21-203 eProcurement Solutions Proposer Certifications**

By signing below, Proposer makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

### **Certification 1. LEGAL AUTHORITY**

Proposer warrants and represents that it has adequate legal counsel and authority to respond to this RFP. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

### **Certification 2. APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

### **Certification 3. RELEASE**

The Proposer releases, relinquishes, and discharges the PSA, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Proposer or its employees and any loss of or damage to any property of the Proposer or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Proposer's negligent performance of the work. Both the PSA and the Proposer expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

### **Certification 4. CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

Proposer agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by PSA, the State of Texas, Federal regulations and the acts and regulations of any funding entity. Proposer agrees to notify PSA of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

### **Certification 5. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS**

The Proposer agrees 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).

### **Certification 6. BYRD ANTI-LOBBYING AMENDMENT**

The Proposer certifies that it has not and will not use Federal appropriated funds, which may include any money received in association with the PSA contract, to pay for 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 the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).



**Certification 7. TRAFFICKING VICTIMS PROTECTION ACT**

The Proposer certifies that it will not perform nor will it allow its employees to perform the following acts covered by the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)):

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or sub-awards under the award.

**Certification 8. CERTIFICATION NOT TO BOYCOTT ISREAL**

The Proposer certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Proposer further certifies that it does not and will not refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. This does not include actions made for ordinary business purposes.

**Certification 9. COMPUTER EQUIPMENT REYCLING PROGRAM**

If Proposer is submitting a Response for the purchase or lease of computer equipment, then Proposer certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

**Certification 10. CONTRACTING INFORMATION RESPONSIBILITIES**

In accordance with Section 552.372 of the Texas Government Code, Proposer agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the PSA member for the duration of the contract, (2) promptly provide to the PSA member any contracting information related to the contract that is in the custody or possession of the Proposer on request of the PSA member, and (3) on termination or expiration of the contract, either provide at no cost to the PSA member all contracting information related to the contract that is in the custody or possession of the Proposer or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the PSA member. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Proposer agrees that the contract can be terminated if the Proposer knowingly or intentionally fails to comply with a requirement of that subchapter.

**Certification 11. ANTITRUST AFFIRMATION**

The Proposer affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Proposer have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Proposer have violated any federal antitrust law; and (3) neither I nor any representative of the Proposer have directly or indirectly communicated any of the contents of this Response to a competitor of the Proposer or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Proposer.

**Certification 12. DEALINGS WITH PUBLIC SERVANTS AFFIRMATION**

The Proposer 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 the submitted Response.

**Certification 13. E-VERIFY PROGRAM**

The Proposer certifies that for contracts for services, Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

1. all persons employed by Proposer to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Proposer to perform work pursuant the contract within the United States of America.

**Certification 14. EXCLUDED PARTIES**

Proposer certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

**Certification 15. FALSE STATEMENTS**

Proposer represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

**Certification 16. FOREIGN TERRORIST ORGANIZATION**

Proposer represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**Certification 17. NO CONFLICTS OF INTEREST**

Proposer represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

**Certification 18. AMERICANS WITH DISABILITIES ACT**

Proposer represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

**Certification 19. DRUG-FREE WORKPLACE**

Proposer represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

**Certification 20. EQUAL EMPLOYMENT OPPORTUNITY**

Proposer represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**Certification 21. FEDERAL OCCUPATIONAL SAFETY AND HEALTH LAW**

Proposer represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

**Certification 22. IMMIGRATION**

Proposer represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

**Certification 23. LEGAL AND REGULATORY ACTIONS**

Proposer represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Proposer or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Proposer's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to PSA's consideration of the Response. If Proposer is unable to make the preceding representation and warranty, then Proposer instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Proposer's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to PSA's consideration of the Response. In addition, Proposer represents and warrants that it shall notify PSA in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update PSA shall constitute breach of contract and may result in immediate termination of the contract.

**Certification 24. LIMITATION ON AUTHORITY**

Proposer shall have no authority to act for or on behalf of PSA except as expressly provided for in the contract resulting from this RFP; no other authority, power or use is granted or implied. Proposer may not incur any debt, obligation, expense or liability of any kind on behalf of PSA.

**Certification 25. MEDIA RELEASES**

Proposer shall not use PSA's name, logo, or other likeness in any press release, marketing material, or other announcement without PSA's prior written approval. PSA does not endorse any vendor, commodity, or service. Proposer is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without PSA's prior written consent, and then only in accordance with explicit written instructions from PSA.

**Certification 26. NO FELONY CRIMINAL CONVICTIONS**

Proposer represents that neither Proposer nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Proposer has fully advised PSA in writing of the facts and circumstances surrounding the convictions.

**Certification 27. NO IMPLIED WAIVER**

No provision of the contract shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to PSA as a political subdivision of the State of Texas or otherwise available to PSA. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to PSA by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

**Certification 28. NO THIRD-PARTY BENEFICIARIES**

This agreement is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

**Certification 29. PERMITS, CERTIFICATIONS, AND LICENSES**

Proposer represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

**Certification 30. PROMPT PAYMENT**

All payments by Proposer to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract shall be made in compliance with Chapter 2251 of the Texas Government Code.

**Certification 31. REFUND**

Proposer will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by a PSA member which are not expressly authorized under the contract.

**Certification 32. SURVIVAL**

Expiration or termination of the contract for any reason does not release Proposer from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

**Certification 33. UNFAIR BUSINESS PRACTICES**

Proposer represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Proposer has not been found to be liable for such practices in such proceedings. Proposer certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**Certification 34. WAIVER OF CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision to the contrary herein, neither party shall be liable to the other for any indirect, incidental, special or consequential damages or loss of profits, anticipated or otherwise, or loss of revenues in connection with or arising out of, or in connection with, the subject matter of this contract.

**Certification 35. NO FINANCIAL INTEREST OR OTHER CONFLICT**

No BVOCG/PSA officer, employee, Board of Directors member or member of any BVCOG/PSA board or commission, nor family member of any such person, has a financial interest, direct or indirect, in Offeror or in any contract Offeror might enter into with BVCOG/PSA.

**Certification 36. FELONY CONVICTION NOTIFICATION**

Proposer represents and warrants that the Offeror's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Offeror has fully advised PSA as to the facts and circumstances surrounding the conviction.

**Certification 37. NON-COLLUSIVE RESPONSE**

The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or potential competitor. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by Offeror and will not be knowingly disclosed by Offeror prior to the public response opening, either directly or indirectly, to any other Offeror or competitor. No attempt has been made or will be made by Offeror to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

**Certification 38. NON-BIASED SPECIFICATIONS**

This RFP contains no requirements considered to be unduly biased in favor of Offeror or any other Offerors that may be competing for this procurement.

**Certification 39. SUSPENSION AND DEBARMENT**

Proposer certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Proposer has not within a three (3) year period preceding this RFP been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property. Proposer is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above. Offeror has not, within a three (3) year period preceding this RFP, had any government (federal, state, or local) transactions terminated for cause or default.

**Certification 40. LICENSING AND PERMITS**

Proposer has all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

**Certification 41. FRANCHISE TAX**

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

By signing below, Proposer hereby confirms all certifications above, and furthermore that he/she is legally authorized to sign this certification on behalf of said organization by authority of its governing body.

Govlist, Inc. (dba ProcureNow)

Organization

Thao Hill

Name

Chief Customer Officer

Title



Signature

06/12/2021

Date

**Contract 21-203-PCN**  
**Exhibit B: RFP 21-203**





[www.bvcog.org](http://www.bvcog.org)

## REQUEST FOR PROPOSALS

21-203

### eProcurement and Contract Management Solutions

PROPOSALS TO BE SUBMITTED BY:

3:00 p.m. CST Tuesday, June 22, 2021

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/brazos-valley-tx>

OR

PAPER RESPONSES MAY BE DELIVERED TO:

Purchasing Solutions Alliance

3991 E. 29<sup>th</sup> Street

Bryan, Texas 77802

## **Request for Proposals**

### ***eProcurement and Contract Management Solutions***

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#### **Attachments:**

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- B - Certificate\_of\_Interested\_Parties
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- D - Offeror\_Acknowledgement\_&\_Certification\_Form
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## INTRODUCTION

### Summary

Purchasing Solutions Alliance (PSA), a nationwide non-profit cooperative purchasing program of the Brazos Valley Council of Governments (BVCOG), is soliciting proposals from experienced and qualified vendors to provide eProcurement and Contract Management Solutions to PSA Members and/or prospective Members.

There is considerable potential sales value in being awarded a competitively bid public sector cooperative contract. PSA contractors have the advantage of promoting sales to governmental/educational entities without the need for the buyer to issue an RFP. This saves the buyer time and money from duplicating the competitive bidding process and managing the resulting contract. Many of our existing PSA contractors have been able to gain new customers because of the cooperative contracts.

The resulting contract from this RFP will be able to be used by local government agencies, certain state agencies, school districts, higher education, and non-profit 501(c)(3) organizations nation-wide.

We believe a PSA contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

Purchasing Solutions Alliance (PSA), a nationwide non-profit cooperative purchasing program of the Brazos Valley Council of Governments (BVCOG), is soliciting proposals from experienced and qualified vendors to provide eProcurement and Contract Management Solutions to PSA Members and/or prospective Members.

### Background

PSA is a "Government-to-Government" procurement service for Local Governments, Districts, Political Subdivisions, Authorities, Schools, Universities, and qualifying Not-for-Profit Corporations. These agencies become Members of Purchasing Solutions Alliance by executing an Interlocal Purchasing Agreement, which is free of cost and imposes no minimum spending requirements. PSA, acting on behalf of Members, solicits competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by any of our member local governments, districts, and other public agencies across the nation during the contract term. Members using the Program issue purchase orders directly to PSA contractors.

Visit [www.psabuy.org](http://www.psabuy.org) and click on the Membership tab in the main menu to view and/or download a list of PSA member agencies that have currently entered into Cooperative Interlocal Purchasing Agreements with PSA, eligible to participate in any subsequent contract.

### Contact Information

The sole Point of Contact (POC) for purposes of this RFP prior to the award of any contract is: **Susan Lightfoot, Program Administrator.**

Contact with any other PSA employee or official is prohibited without prior written consent from the POC of this RFP. Failure to observe this requirement may be grounds for rejection of the proposal.

**Susan Lightfoot**

Purchasing Director

3991 EAST 29TH ST

Bryan, TX 77802

Email: [susan.lightfoot@bvcog.org](mailto:susan.lightfoot@bvcog.org)Phone:  [\(979\) 595-2801](tel:(979)595-2801) Ext: 2035**Department:**

Procurement

**Department Head:**

Susan Lightfoot

Program Administrator

**Timeline**

PSA reserves the right to change the dates in the schedule of events below.

<b>Release Project Date</b>	May 24, 2021
<b>Question Submission Deadline</b>	June 10, 2021, 9:10am
<b>Question Response Deadline</b>	June 14, 2021, 9:10am
<b>Proposal Submission Deadline</b>	June 22, 2021, 5:00pm
<b>Contractor Selection Date</b>	July 15, 2021

**TECHNICAL SPECIFICATIONS AND SCOPE OF WORK**

Purchasing Solutions Alliance (PSA), a non-profit cooperative purchasing program of the Brazos Valley Council of Governments (BVCOG) is soliciting proposals from experienced and qualified vendors to provide eProcurement and Contract Management Solutions to PSA Members and/or prospective Members.

This contract will enable the agencies to purchase on an “as needed” basis from a competitively awarded contract with high-performance vendors.

PSA prefers to award an exclusive contract to the company who is most able to:

- Provide a variety of quality products/services;
- Provide highly competitive pricing; and
- Provide value-added and superior customer services.

Responses shall be considered only from Offerors that have established excellent reputations in their markets, and who furnish satisfactory evidence of ability to supply the products/services specified herein.

It is the intent of this solicitation that other governmental organizations and agencies throughout the continental United States may purchase identical items at the same unit pricing and the same general terms and conditions, subject to the applicable state and federal laws. PSA reserves the right to award multiple contracts based on geographic area or by designated segments of products/services solicited in this RFP.

### Products and Services

PSA intends to contract to provide comprehensive eProcurement and Contract Management Solutions to current and potential PSA members. PSA members will be able to utilize the services awarded in a contract either individually or in any combination thereof through the execution of a supplemental agreement.

Offerors are to propose the broadest possible selection of eProcurement and Contract Management Solutions they offer. A contract resulting from this RFP may include, but not be limited to, the following types of service categories:

- Enterprise Sourcing Software - supplier registration and management, electronic bidding, reverse auction, bid workflow, approved vendor, etc.
- eProcurement Software - building out Request for Proposals (RFPs), posting RFPS publicly, receiving proposals, evaluations, awarding contracts, etc.
- Contract Management Software - building out contracts, posting publicly, posting amendments, contract management, insurance certificate management, renewal/expiration reminders, etc.

The software may be offered as a product or as a service. Offerors may respond to some or all of the services described above.

In addition to the services described, responding Offerors may submit proposals that include related services that are frequently included with eProcurement Solutions that might prove beneficial to PSA End Users. These offerings will be considered and evaluated. PSA reserves the right to accept any or reject additionally proposed products or services in the best interest of BVCOG, PSA and its participating member entities.

### Offered Product Item Variances

Any variance in the specifications or performance of Products offered shall be acceptable to PSA and the End User only insofar as it MEETS or EXCEEDS the specifications and requirements of this RFP.

### Industry Standards

Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the Procurement industry, as they are generally understood and accepted within that industry across the nation. Deviations from industry standards must be identified by the Offeror and explained how, in their opinion, the equipment/products and services they propose will render

equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

### Product Notices

PSA is NOT the owner of Products sold pursuant to this RFP, but acts only in the capacity of purchasing agent. In that regard, Contractor accepts sole responsibility for ensuring that notices and mailings, such as Product Updates and Customer Surveys, are sent directly to the End User of record.

### Manuals

If applicable, each Product delivered under a PSA contract, and any applicable options thereto, shall be supplied with at least one (1) copy of an operating/safety manual. The cost of any such manuals must be included in the base price for the product.

## PRICING

It is the intent of PSA to always provide the best price and value to its members. The successful vendor must be able to provide a pricing methodology for its products and services that will ensure that PSA is always getting the best and most competitive price available.

### Cost Proposal

All cost proposals must be firm quotations for the initial term of the contract period. It is the intent of PSA to always provide the best price and value to its members. The successful vendor must be able to provide a pricing methodology for its products and services that will ensure that PSA is always getting the best and most competitive price available for members.

All pricing for software/solutions must be listed by applicable module, itemized and shall include, but not limited to:

- All traditional license purchasing pricing/fees and annual SAAS/fees.
- All annual maintenance and support pricing/fees.
- All training and associated pricing/fees/expenses.
- All implementation and installation pricing/fees/expenses.
- All remote management and hosting pricing/fees.
- All applicable renewal pricing options that include any escalating percentage price increases.
- All pricing options for monthly vs annual payments.

Cost proposals should include description of the licensing, whether the license is priced by enterprise (a site license), by number of seats, or by number of individual users.

### Complete Pricing

Offeror's response should disclose all potential pricing and fees for the life of the contract.

### Auditable Pricing

All pricing must be verifiable and auditable. **To that end, customers should be able to verify contract pricing for ANY past invoice received under this contract.** For example, suppose a customer receives an invoice in December 2021. In March 2024, the customer should be able to compare that invoice to the contract and any published price lists from December 2021 to verify that the correct pricing was invoiced per this contract.

### Annual Price Audits

Each year, PSA shall perform a price audit to verify that prices charged to customers reflect the contract pricing. Price audits shall be performed in the following manner. At PSA's request, vendor shall provide PSA actual customer invoices from a single month in the preceding year. The month of the invoices shall be specified by PSA. Invoices shall indicate the product number, quantity, price, and any other fees that were charged. PSA will compare the invoice pricing to the contract pricing. **If PSA finds any pricing higher than the contract pricing, Contractor shall refund the difference to the end user.** PSA may ask for additional invoices at its own discretion.

### Negotiated Prices for Individual Customers

The prices shall be considered "Not to Exceed" pricing. Contractor is allowed to negotiate lower pricing for individual PSA members. Individual pricing negotiations shall be equal to or lower than the PSA contract pricing on all items.

### Sales Tax

The Vendor is expected to charge any applicable state and/or local taxes on items for which a valid tax exemption certification has not been provided. Each PSA member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, PSA members must indicate that they are tax-exempt entities. Except set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

### PSA Administrative Fee Inclusive

All pricing submitted to PSA shall include the three percent (3%) administrative fee to be remitted to PSA by the successful vendor. It is the vendor's responsibility to keep all pricing up to date and on file with PSA. All price changes shall be presented to PSA for acceptance, using the same format as was accepted in the original contract.

### Product and Price Changes

Awarded Vendors may request product or service changes, additions, or deletions at the end of the initial contract term and each subsequent contract anniversary. All changes are subject to review and approval by PSA.

PSA will determine whether the request is both within the scope of the original RFP and in the best interests of PSA and its members. Approved Price and Product Change Requests will be communicated to the Vendor contact through email and formally published through a Contract Addendum.

## VENDOR PERFORMANCE UNDER COOPERATIVE CONTRACT

This RFP will result in a cooperative purchasing contract. As such, the contract defines all pricing and terms and conditions that will be used when each PSA member makes a purchase based on this

contract. The contract is competitively procured according to the rules set forth in 2 CFR Part 200; consequently, it satisfies the procurement guidelines of most federal funding agencies as well as Education Department General Administrative Regulations (EDGAR) for K-12 schools.

For a local government, school, or nonprofit to use this contract, they must be a member of PSA. Membership is based on a mutually signed Interlocal Purchasing Agreement, which can be found on the psabuy.org website. There is no cost to membership, and there are no future purchasing commitments.

All responses to this RFP will be evaluated and ranked on each of the published evaluation criteria. The highest-ranked Vendor(s) will be awarded the cooperative contract. As government agencies, schools, and nonprofits make purchases based on the cooperative contract, the vendor will submit monthly reports and administrative fees to PSA according to the terms outlined below.

### Minimum Order

There shall be no requirements associated with this contract for minimum order, maximum frequency or quantity of orders. End Users are not required to utilize, nor purchase products from the contract. End Users have the option (no obligation) to purchase products based on the resulting contract.

### Ordering/Billing

In general, orders and payments will be handled as described below. Established procedures may be changed at any time by PSA as may be dictated by efficient business practice. The particulars of any sale (e.g. specific products, pricing, delivery, warranty, etc.) will be in strict accordance with the terms and conditions of this RFP and the specific contract awarded to Contractor. The following requirements apply:

- A. For any particular procurement to be made under the provisions of a PSA contract, End User and Contractor will discuss requirements and agree as to what will be provided.
- B. Contractor agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in Contractor's PSA contract.
- C. Contractor will deliver products/services ordered, and will invoice End User for products/services accepted by End User. Contractor will not invoice before shipment has been made.
- D. End User will pay Contractor for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to End User for any cost related to a purchase order issued to Contractor for products/services covered by a PSA contract, such invoice shall be forwarded to Contractor and Contractor will take action to correct the error.
- E. The member placing the order with the vendor shall alone be responsible for payment of products and/or services ordered and will be invoiced directly by the vendor. Neither PSA/BVCOG nor its other participating members shall be liable for the indebtedness of any one member.



- F. Regardless of the payment method selected by any PSA member, the total cost associated with any purchase option of the products and services must be disclosed at the time of purchase.

### Invoicing

All invoices are to be sent directly to the customer's billing department. The invoice includes at a minimum the customer's purchase order number, department/division name and cost center, total amount due and each item's description, quantity, and price, as well as the statement, "In accordance with PSA Contract No. 21-203". Special invoicing and payment terms may be requested by each member and agreed upon with the successful vendor.

All invoices are to be paid in full net thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the terms and conditions, and discounts as stated in the contract. Invoices shall not contain work or items that are not satisfactorily completed and/or delivered.

### PSA Administration Fee

An Administration Fee shall be collected by PSA from the Contractor for all sales which are based on a PSA contract. Unless negotiated otherwise, the fee on all Contractor sales made pursuant to the PSA contract is to be calculated by multiplying the total monthly invoice amount by 3%. Contractor will remit the total Administrative Fee due with the monthly report described below.

All proposed prices, fees and discounts shall consider the required Administration Fee and shall be all inclusive prices. Offerors are encouraged to propose alternative methods of assessing and calculating administrative fees to PSA based on industry standards and company policy. In no case shall End Users be invoiced any amount or fee that exceeds the Contractor's proposed and finally negotiated contract pricing/fee schedules. More specific instructions and information regarding handling of purchase orders and the administrative fee may be provided after contract award. The established procedures for payment and reporting sales stated within this RFP may be changed at any time by PSA as may be dictated by efficient business practice.

**Any exclusions to the PSA Administrative Fee must be stated very clearly in the response.**

### Monthly Reporting

Contractor agrees to submit written monthly reports and payment to PSA for all transactions/sales during the previous month. Such reports shall include, but are not limited to the following

- End User name
- End User billing address
- End User contact name and email
- Product/Service dollar amount billed to customer
- PSA Administrative Fee amount

Reports must be provided to PSA in an Excel or other acceptable electronic format. Reports shall be submitted with the PSA Administrative Fee by the 20th day of the month following the applicable month being reported. If Contractor fails to submit to PSA in a timely and satisfactory manner any such

payment, report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from PSA. If no orders are received during the period, the contractor must submit a report stating that there was no activity.**

PSA may require additional ad hoc reports such as usage reports or special report requests. The Contractor shall submit these specific ad hoc requests in a timely manner as requested by PSA.

### Customer Service Representative

Contractor shall appoint a dedicated and qualified Customer Service Representative(s) to be the contact person(s) and focal point for all matters relating to member quotations and orders.

Contractor shall ensure that the Customer Service Representative promptly responds to communications from PSA and its members. Phone calls will be promptly returned, in any event not later than the next business day. The only acceptable failure will be due to Force Majeure.

### Marketing and Publicity

PSA requires Contractors to "market" the contract, and provide information and artwork to be used in published promotional materials. Any publicity or published material released by Contractor referencing the contract, whether in the form of a press release, flyer, brochure, photographic coverage, or verbal announcement, shall be copied to PSA. In addition, the Contractor will be required to provide the items and/or services listed herein.

The intent of these requirements is to form a basis through which the successful Contractor and PSA can jointly and effectively market the Contract. The successful Contractor will be consulted on a regular basis and asked to evaluate the on-going marketing plan and to submit recommendations for improvements. The objective is to maintain a cost efficient and highly productive means of marketing the Contractor, PSA and a high-value contract.

The following marketing items shall be required during the term of the contract:

- A. **Press Release:** A press release, including logos, brands and taglines for PSA's use in various marketing campaigns, shall be provided electronically within ten (10) days of the date the contract is executed. The development of the text and format of the press release shall be a joint effort between the Contractor and PSA. Examples of PSA approved press releases are available at: [www.psabuy.org](http://www.psabuy.org).
- B. **Sales Brochures:** A formal sales brochure shall be prepared and submitted in hard copy and electronic form and in sufficient quantities for PSA's use in marketing the Contractor's offerings through the PSA contract within thirty (30) days of the date the contract is executed. The brochure shall be co-branded, contain detailed information about the PSA program, the Contractor, the offerings and contact information for the designated person(s) familiar with the contract offerings. The brochure shall be presentation quality and provide a highly favorable impression of PSA, the Contractor and the program. PSA will assist in the development of this

brochure by providing PSA specific information, logos and feedback on the style and text included in draft versions.

- C. **Advertisements:** Contractor will produce and maintain full color camera ready print advertisements in electronic form containing logos for both programs, contain information about Contractor and the PSA program, the contract offerings, and contact information for the designated person(s) familiar with the contract offerings. The advertisements will be maintained for use by the Contractor and PSA.
- D. **Web Site:** In addition to the requirement that PSA Contractors maintain a general use web site, Contractor shall maintain a page on its website specifically to provide information about the PSA contract. The page(s) shall be co-branded and specifically devoted to the PSA/Contractor offering to its members and be available to the public within thirty (30) days of the date the contract is executed. The page shall contain detailed information about the PSA program, the Contractor, the offerings, and the contact information for the designated person(s) familiar with the contract offerings.
- E. **Tradeshows:** Outline your proposed involvement in trade shows to promote the PSA contract. Identify appropriate national or trade shows to attend and what types of materials will be made available at the trade shows.
- F. **Contract Rollout:** Describe how you intend on introducing this program to your company, and how your company will promote the PSA contract to all government/public entities to drive immediate participation.
- G. **Marketing:** The successful Contractor will be required to market the PSA contract to members and prospective members through various means including email notifications, direct mail, telemarketing and direct contact. PSA will share contact information for all current members and provide the Contractor with prospect contact information. The Contractor shall consistently market the contract throughout the term and maintain a coordinated effort with the PSA Program Manager.
- H. **National/Regional Contract Awareness:** The successful Contractor will have a plan to market the contract on a national scale, or for marketing the contract throughout the entire sales region, as appropriate. Describe the methods that will be used to accomplish this. Furnish, on request of PSA, reasonable data, forms and graphic material to be used in brochures or other print media, or on the PSA website.

### Use of Logo

The Contractor may use the PSA logo in the promotion of the contract to customers with the following stipulations: (1) the logo may not be modified in any way, (2) when displayed, the size of the PSA logo must be equal to or smaller than the Vendor logo, (3) the PSA logo is only used to communicate the availability of products and services under the contract to customers, and (4) any other use of the PSA logo requires prior written permission from PSA.

PSA may use the Contractor's name and logo in the promotion of the contract to communicate the availability of products and services under the contract to customers. Use of the logos may be on the PSA website or on printed materials. Any use of Contractor's logo by PSA must comply with and be solely related to the purposes of the contract and any usage guidelines communicated to PSA from time to time. Nothing contained in the contract will give PSA any right, title, or interest in or to Contractor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by the Contractor.

### Additional Performance Under Contract

PSA is committed to ensuring that Contractor provides effective and efficient service to all Participants in the cooperative purchasing program, and expects that certain performance conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, Contractor shall:

- A. Maintain sufficient qualified staff to promptly process all orders and communications from PSA and its members, and to efficiently, effectively and accurately service all requirements of the contract.
- B. Allow access to PSA authorized personnel for auditing of purchase orders during the contract period, and for a period extending through the completion of any outstanding orders. Inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to Contractor.

## RFP ADMINISTRATION

This solicitation is being performed as a Request for Proposals (RFP), whereby Offerors submit competitive sealed proposals. The following paragraphs provide information about the RFP process.

### Questions and Answers about this RFP.

Vendors may ask questions regarding this RFP until the Question Deadline, Thursday, June 10, 2021. Submit all questions about this RFP through the ProcureNow portal associated with this RFP. All questions will be answered in ProcureNow throughout the RFP process, and no later than Monday, June 14, 2021.

Upon examination of this RFP document, Offerors should promptly notify PSA of any ambiguity, inconsistency, or error they discover in writing. Interpretations, corrections, and changes to this RFP will be considered by PSA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Offerors must not rely on them.

### Revisions to the RFP

In the event of a needed change in the published RFP documents, Offerors should understand that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

Addenda are written instruments issued by PSA that modify or interpret the RFP. All addenda issued by PSA become part of the RFP. Addenda will be posted through the ProcureNow portal associated with this RFP. PSA accepts no liability in connection with the delivery of any addenda. It is the sole responsibility of the Offeror to check for any addenda pertaining to this RFP during the proposal

submission period. All Offerors must acknowledge their receipt of all addenda in their proposal response.

### RFP Change Requests

Requests for changes to the requirements or specifications herein must be in writing and must be received by PSA no later than the deadline established in the RFP Schedule. PSA will review such requests, but may or may not accept changes. Responses which are qualified with conditional clauses, or alterations of or exceptions to any of the terms and conditions in this RFP may be deemed non-compliant at the sole discretion of PSA. Changes to the RFP, if any, are made only by written Addendum and posted to ProcureNow. In any event, it is the Offeror's sole responsibility to ensure that any and all Addendums, which may have been issued, have been received and addressed.

### Vendor Point of Contact

During the evaluation process, PSA reserves the right to request additional information or clarifications from proposers. Each proposal must designate the person(s) who will be responsible for answering technical and contractual questions in the Offeror Acknowledgement & Certification form, provided as an attachment to this RFP. Preliminary negotiations may be conducted with responsible Offeror(s). At the discretion of PSA, all responsible Offerors may be given an opportunity to interview with the Evaluation Committee.

### Offeror's Responsibility

By submission of a response, Offeror expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this RFP.

It is Offeror's sole responsibility to thoroughly examine and review all documentation associated with this RFP, including any Addendums, and to ensure that any response submitted complies in every respect with all requirements.

Offeror shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this RFP. No plea of ignorance by Offeror stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying PSA requirements, or Offeror's/Contractor's obligations or entitlements.

PSA shall not be liable for Offeror's incomplete documentation. Additionally, all components of any Response become the property of PSA.

There is no expressed or implied obligation for BVCOG or PSA to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposal. Neither BVCOG nor PSA will reimburse responding firms for these expenses, nor will they pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### Ownership of Documents

All proposals, plans, specifications, schematics, content, maps, design, workflow or any other documents, and any work product prepared, created or obtained under this RFP including electronic

media, hard copy documents, web-based systems, solutions and files shall be delivered to, and shall become the property of the PSA. This paragraph applies to all Offerors, whether successful or not.

### Best Value Standard

The intent of this RFP is to award to the Offeror whose proposal offers the Best Value to PSA members. In determining the best value, the following may be considered:

- purchase price, including payment discount terms
- reputation of the Offeror and of the Offeror's goods or services
- quality and reliability of the Offeror's goods or services
- Offeror's past relationship with PSA
- impact on the ability of PSA members to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities
- life cycle costs, including installation costs and availability of repair and maintenance parts
- conformity to specifications
- financial condition
- delivery terms
- any relevant criteria specifically listed in the Request for Proposals
- indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience or demonstrated capability and responsibility, and the vendor's ability to provide reliable maintenance agreements and support
- the cost of any employee training associated with a purchase

### PSA Rights Reserved

PSA reserves the following rights with regard to the RFP:

- A. PSA may disqualify any Offeror whose conduct or proposal fails to conform to the requirements of this RFP, or misstates or conceals any material facts. Non-material deviations for the requirements and procedures of this RFP may be waived at the sole discretion of PSA.
- B. PSA reserves the right to waive any or all irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products/services offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of PSA as it perceives those interests to be in its sole discretion.

- C. PSA may duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal.
- D. PSA may cancel the Request for Proposal at any time and for any reason with no cost or penalty to PSA.
- E. PSA may correct or amend the RFP at any time before the submission deadline with no cost or penalty to PSA. PSA will not be liable for any errors in the RFP or other responses related to the RFP.
- F. PSA may extend proposal due dates and contract award dates.

### Open Competition

This RFP is not meant to restrict competition, but rather is intended to facilitate open, fair and unrestricted competition.

### Specific Descriptive References

PSA is committed to obtaining its products and services at the lowest price possible without compromising quality. Therefore, in order to accomplish this objective/goal, it is not the intention of PSA neither to exclude particular vendors or manufacturers nor to create restrictive situations in this RFP.

Any vendor's/manufacture's names, trade names, brand names, price list numbers, technical data, products, services, etc. used in the RFP and any relevant documents are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive.

Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal or equivalent to the products and/or services described in the RFP are invited and will be given careful consideration provided the alternate can accomplish the same task.

## CONTRACT ADMINISTRATION

This section describes the administration of the awarded contract resulting from this RFP solicitation.

### Contract Term

This contract shall become effective from date of acceptance and approval by the BVCOG Board of Directors or designee. It shall remain in full force and effect for a period of three (3) years. The contract shall be in effect throughout this period and thereafter until such time as any outstanding orders against the contract have been fulfilled.

The contract may be extended if deemed by PSA to be in the best interests of PSA, its members, and the Vendor. The contract may be extended for two (2) one-year terms. This action does not require specific BVCOG Board of Directors' approval. Contracts are extended upon mutual agreement of both the Vendor(s) and PSA.

In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed. Non-

appropriations for renewal of contract will also be in accordance with the Local Government Code 271.005 (b) concerning non-appropriation clauses for multi-year contracts.

### Contract Administrator

Contractor shall assign a dedicated Contract Administrator whose duties shall include but not be limited to:

- Supporting the marketing and management of the Contract,
- Facilitating dispute resolution between the Contractor and a Customer, and
- Advising PSA of Contractor's performance under the terms and conditions of the Contract.

PSA reserves the right to require a change in the Contract Administrator if the assigned Contract Administrator is not, in the opinion of PSA, adequately serving the needs of the cooperative purchasing program.

### Contract Changes

PSA shall have the right to make changes to the resulting contract of this RFP for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such changes shall be made in writing and agreed upon by Contractor and PSA prior to issuance of Addendum to the Contract. Whenever possible, contract changes shall be limited to the anniversary of the contract.

The specific number and product mix featured in this contract may change during the course of the Agreement as Contractor introduces new products and discontinues others. When possible, any contract changes will occur on the anniversary of the contract.

In the event a product is discontinued, or if the Contractor makes a change that affects the price of a product, the Contractor is required to immediately notify the PSA of the circumstances. Discontinued items are automatically considered to be deleted from the contract with no penalty to Contractor. PSA, at its sole discretion, may allow the Contractor to provide a substitute for the discontinued item through a contract amendment.

Requests for product SUBSTITUTIONS shall be accompanied with the following information:

- A. Documentation from the Contractor that the product has been discontinued
- B. Documentation that specifies the replacement product
- C. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product
- D. Documentation confirming that the price for the replacement is the same as or less than the discontinued product

Requests for product ADDITIONS shall be accompanied with the following information:

- A. Documentation that specifies the new product



- B. Documentation confirming that the price for the replacement is at the same discounted rate as other products on the contract

PSA may at its sole discretion elect to make a contract award to the next low Offeror for a discontinued item, or take any other action deemed by PSA to be in the best interests of End Users.

### Estimated Usage

Since this is a cooperative contract, there is no estimated usage amount. PSA is an optional use cooperative, with no minimum purchase amount, and usage is dependent on PSA cooperative members' actual needs and available funding.

The Offeror is expected to solicit new business with the resulting contract from this RFP. Every city, county, school district, university, special districts and other local government agencies throughout the US are eligible to become PSA members and potentially use this contract. Nonprofit 501(c)(3) organizations will also be eligible for this contract. PSA membership is free, and requires only an Interlocal Purchasing Agreement to be signed between PSA and the joining agency. Federal agencies are excluded from using purchasing cooperatives other than GSA.

## DEFINITIONS, ABBREVIATIONS, AND ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

### Advertisement

A public notice put in a local newspaper of general circulation, containing information about a Request for Proposal.

### Award

The act of entering into contract with a vendor for providing specified goods and services to PSA members.

### Brazos Valley Council of Governments (BVCOG)

A political subdivision of the State of Texas that serves as a vehicle for local governments to cooperatively identify needs, develop responses, implement solutions, eliminate duplication and promote the efficient and accountable use of public resources, and to improve the quality of life. PSA is a program of BVCOG.

### Competitive Procurement

A transparent purchasing process in which proposals from competing vendors are requested by openly advertising the scope, specifications, and terms and conditions of the proposed contract as well as the criteria by which the bids will be evaluated. Competitive Procurement aims at obtaining goods and services at the lowest prices by stimulating competition and by preventing favoritism.

### Contract

An agreement between PSA and a Vendor to furnish goods and/or services to PSA members over a designated period of time, during which purchases are made of the commodity specified.

### Contractor

The contracted business entity responsible for fulfilling a contract executed pursuant to this RFP.

### End User

A purchaser or customer having the responsibility for the ordering and acceptance of Product or Service. For the purposes of this RFP, End Users are also PSA Members.

### FOB Destination Point

Free on Board (FOB); the vendor pays freight charges to the destination; title to goods passes to buyer at his receiving dock; freight claims must be filed and handled by the seller. Ownership of the goods transfers from seller to buyer at the destination.

### FOB Shipping Point

Free on Board (FOB); shipment terms indicate that the buyer must pay to have the goods delivered; freight charges may be prepaid and added to the invoice; ownership of the goods passes to buyer at the shipping dock of seller; freight claims must be filed and handled by buyer.

### Goods

A generic term that includes all types of property to be purchased by PSA members, such as equipment, supplies, materials, component and repair parts.

### Lowest Responsible Offeror

This is the vendor who offers the lowest bid which meets all the specifications, requirements, terms and conditions of the Request for Proposals. It is expressly understood that the lowest responsible Offeror includes any related costs to PSA Members, using a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract. The term is also used to refer to the experience or safety record of the vendor.

### Member

Authorized Participant in the PSA Purchasing Program. Generally, any qualifying public, governmental, educational or non-profit entity which has executed an Interlocal Agreement for cooperative purchasing services with PSA. Eligible participants include municipalities, counties, school districts, and state agencies, non-profits performing a governmental function, special districts, political subdivisions and higher education institutions.

### Offeror

Any entity that submits a competitive proposal to a Request for Proposals (RFP).

### Purchase Order

A formal, binding, legal agreement issued by a PSA member. A purchase order is requested by a departmental requisition that details the merchandise or services required. When accepted by a vendor without qualifications within a specified time period, the agreement becomes a contract. A Purchase Order grants the vendor the authority to deliver the goods or services and invoice for the same. It is the PSA member's commitment to accept the goods or services and pay for them at the agreed price.

### Purchase Requisition

A document that defines the need for goods and/or services. It is an internal document and does not constitute a contractual relationship with any external party.

### Purchasing Solutions Alliance (PSA)

A cooperative purchasing program for public agencies nationwide established by the Brazos Valley Council of Governments (BVCOG) under the Interlocal Cooperation Act of the State of Texas.

### Request for Proposals

A formal written document requesting from vendors a proposal for various goods and/or services and includes a request for proposed prices and fees. Unlike an invitation for bids, the proposals received in response to a RFP can and will be negotiated with the top ranked vendor.

### Services

A generic term to include all work or labor performed by a vendor for PSA members under the established PSA vendor contracts.

### Vendor

A generic term applied to individuals and companies alike, who provide goods and services to PSA members.

## PSA TERMS AND CONDITIONS

The following instructions apply to all proposals and become a part of terms and conditions of any proposal submitted to PSA, unless otherwise specified elsewhere in this proposal request.

### Basic Requirements and Conditions

Offeror is advised that all PSA contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.

Offeror must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by this RFP and any pursuant contract with PSA having jurisdiction. It is the Offeror's responsibility to ensure that this requirement is met, and to supply to PSA upon request, copies of any license, permit or other documentation bearing on such compliance.

PSA reserves the right to:

- A. Reject any and all offers received in response to this RFP.
- B. Reject any part of an offer received in response to this RFP.
- C. Determine the correct price and/or terminology in the event of any discrepancies in any response.
- D. Enter into agreement with an Offeror other than the lowest price Offeror.
- E. Accept responses and award contracts to as many or as few Offerors as PSA may select
- F. Amend, waive, modify, or withdraw (in part or in whole) this RFP, or any requirements herein.

- G. Hold discussions with Offerors during the evaluation period, although award may be made without discussion.
- H. Request an Offeror to give a presentation of the Response at a time and place scheduled by PSA to the Evaluation committee.
- I. Exercise any of these rights at any time without liability to any Offeror.

#### Non-Binding Oral Comments

No oral comment, utterance or response made by any employee, member, or agent of PSA shall be considered factual or binding with regard to this RFP, or any contract awarded as a result of this RFP. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated in written form.

#### Force Majeure

There may be times either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance. In such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

#### Order of Precedence and Award of Contract

In the event of conflict between this document and any references or documents cited herein, this document with any published amendments shall take precedence prior to contract award. With authority granted by the BVCOG Board of Directors, a written contract shall be presented to the highest ranked, successful Offeror and shall be subject to acceptance by the successful Offeror within ten (10) calendar days after presentation by PSA. If a contract is not executed within ten (10) calendar days, PSA may rescind the contract offer and award a contract to the next Offeror in order of rank as determined by PSA.

The Contract shall consist of the documents identified herein and in order of precedence:

- A. The Contract form as agreed upon through contract negotiations prior to award
- B. Offeror's Response to the RFP, including but not limited to, prices and options offered and finally negotiated/amended and attached
- C. This RFP including all terms and conditions, any relevant addenda

#### Subcontracting

No activities or services included as a part of this RFP and/or the contract made pursuant hereto, may be subcontracted to another organization, firm, or individual without the written consent of the PSA's Executive Director, and may be subject to cancellation if such consent is not requested. Such intent to subcontract should be clearly identified in the Offeror's response to this RFP. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

### General Liability/Indemnification

Contractor shall, to the extent permitted by law, defend and hold harmless BVCOG, PSA, any and all PSA members and BVCOG's board members, officers, agents, officials, employees, from any and all claims, costs, expenses (including reasonable attorney fees, actions, causes of action, judgments, and liens) arising as a result of Contractor's negligence, fraud, criminal acts, omissions, willful misconduct or third party intellectual property infringement of the indemnified party under this Contract. Contractor shall notify PSA of the threat of lawsuit or of any actual suit filed against Contractor relating to this Contract. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE BVCOG OR PSA OR ANY PARTICIPANT FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE PSA OR ANY PARTICIPANT OR THEIR EMPLOYEES.

### Licenses & Permits

The Offeror is responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws applicable

### Drug Free Workplace

Offeror shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of Contractor's Drug-Free Workplace policy shall, on request, be furnished to PSA.

### Anti-Discrimination

The Offeror certifies that it conforms to the provisions of the Civil Rights Act of 1964, as amended, as well as the Americans with Disabilities Act of 1990 (ADA), as amended and where applicable.

The Offeror does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment. The Offeror, in all solicitations and/or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an equal opportunity employer. The Offeror does not discriminate against a qualified job applicant or employee because of a disability and ensures that all existing and new facilities provide easy access for people with disabilities.

### Historically Underutilized Business (HUB) Participation

The term "HUB" refers to a historically underutilized business that is a corporation, sole proprietorship, partnership, joint venture, or supplier contract formed for the purpose of making a profit in which at least 51 percent of all classes of the shares of stock or other equitable securities are owned by one or more persons who (1) are socially disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, women, Asian Pacific Americans, and Native Americans, and have suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control; and (2) have a proportionate interest and demonstrate active participation in the control, operation, and management of the business entity's affairs.

To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], PSA requires all Offerors to supply information in any bid/proposal response listing (1) the total number of subcontracts, and (2) the total number of HUB contracts applicable to the services offered in the

response. For purposes of information availability and where applicable, Offeror is encouraged to include subcontracts with HUBs that provide services related to the delivery of a service.

This contract gives no preference for HUB status; however, HUB status should be in the Offeror's response for inclusion in the resulting contract.

### Court Jurisdiction

PSA and the successful Offeror, or Contractor, agree that the contract awarded from this RFP shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

Disputes between PSA members and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify PSA of such disputes.

### Non-Resident Reciprocal Sales Act

As required by Texas Civil Statutes in the award of contracts, an Offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident Offerors without penalty. If Offeror's resident state DOES penalize Texas Offerors, Offeror must provide this information along with a copy of its applicable resident state's statute in the Response.

### Offeror Certifications and Acknowledgement

Offeror is required to fully complete and sign the attached Acknowledgment and Certification form. It must show full firm name and mailing address of Offeror and be manually signed by an authorized sales or quotation representative of the Company. Submission of a signed Acknowledgment and Certification form will be interpreted to mean that the Company hereby agrees to all terms and conditions set forth in all of the sheets which make up this RFP and to execute the sample contract attached herein.

### Legal and Contractual Remedies

**Resolution of Protested Solicitations and Awards:** Any actual or prospective Offeror or Contractor who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed during any phase of the procurement. The grievance must be based on an alleged violation of State or Federal law (if applicable). Failure to receive a procurement award from PSA in and of itself does not constitute a valid grievance. Upon receipt of grievance, the BVCOG Assistant Executive Director will initiate the informal resolution process. The BVCOG Assistant Executive Director shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of receipt of the complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to all parties of the resolution with specifics on each point addressed in the original complaint. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Assistant Executive Director of the BVCOG by certified mail which identifies the following:

- A. Name, mailing address and business phone number of the complainant.
- B. Appropriate identification of the procurement being questioned.
- C. A precise statement of reasons for protest.

D. Supporting exhibits, evidence, or documents to substantiate any claims.

**Appeals:** The complainant may appeal the BVCOG Assistant Executive Director decision by submitting a written appeal, within five (5) working days, to the Executive Director of BVCOG. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of BVCOG has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director. The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days. The Offeror or Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction located in Brazos County, Texas.

**Breach of Contract/Default:** Upon breach or default, PSA shall give the Contractor written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of PSA, default will be declared. Upon breach of contract or default, PSA may exercise any and all of its rights afforded by law, including but not limited to those referenced herein.

**Solicitations or Awards in Violation of the Law:** Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by the PSA.

## INSURANCE REQUIREMENTS FOR PSA VENDORS

Unless otherwise stipulated, Contractor must have the following insurance and coverage minimums and strictly adhere to the following requirements. The policies hereunder, shall contain a waiver of transfer of rights of recovery against PSA, BVCOG, its agents, representatives, officers, directors, officials, employees and member entities for any claims arising out of Contractor's work or service. Brazos Valley Council of Governments doing business as Purchasing Solutions Alliance is to be named as an additional insured and a waiver of subrogation.

### Commercial General Liability Insurance

Limit of liability not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Contractor agrees to maintain Commercial General Liability providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

### Workers' Compensation Insurance & Employers' Liability Insurance

Contractor shall maintain workers compensation insurance for statutory limits and employer's liability insurance with limits not less than \$500,000 each accident and \$500,000 by disease. Contractor waives all rights against BVCOG for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or umbrella liability insurance obtained by Contractor. Contractor shall provide evidence of this by Waiver of Subrogation in favor of the BVCOG.

### Business Automobile Liability Insurance

Contractor shall maintain Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business

Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor waives all rights against the BVCOG for recovery of damages to the extent these damages are covered by the business auto policy or umbrella liability insurance obtained by Contractor or under any auto physical damage coverage. If the Contractor does not own the automobiles and furnishes satisfactory evidence of this, then this requirement may allow the Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

#### Contractor's Insurance to be Primary

Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by BVCOG for liability arising out of operations under the contract.

#### Deductibles, Coinsurance Penalties and Self-Insured Retention

Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

#### Right To Review and Adjust

PSA reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, BVCOG reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

#### Subcontractor's Insurance

Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

#### Certificate of Insurance

Contractor shall furnish PSA with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-" or better and/or otherwise acceptable to PSA. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given PSA.

#### Cancellation of Coverage

In the event PSA is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. PSA reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, PSA shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense. Insurance coverage shall be in effect for the length of any contract made pursuant to this RFP, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.



## PROPOSAL EVALUATION

The PSA proposal evaluation committee will evaluate proposals received based on the criteria and point system detailed below. The following conditions apply:

- A. It is understood that PSA, through its management, may use all means at their collective disposal to evaluate the proposals received based on the stated criteria, and the final decision as to the best overall value, both as to price and to suitability of the products and/or services offered to fit the needs of PSA and its members, will rest solely with the Executive Director of the BVCOG or his designee.
- B. PSA has the right to award to multiple companies supplying comparable products or items, also known as a multiple award schedule, but reserves the right to make a single award to the highest ranked Offeror.
- C. By submission of a Response, Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that PSA may at its sole discretion make subjective judgments during the evaluation process.
- D. In evaluating RFP responses, PSA has no obligation to consider information that is not provided in the Offeror's response. PSA may, however, consider additional information outside of the Offeror's response. This research may include such sources as the Offeror's website, industry publications, listed references and user interviews.
- E. PSA reserves the right to request and test equipment/products and related services and to seek clarification from the Offerors. Offerors must make reasonable efforts to supply test products promptly. All Offeror products remain property of the Offeror, and PSA will return such products after the evaluation process.
- F. An Offeror's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating an Offeror's current response. Past performance includes the Offeror's record of conforming to published specifications and to standard good workmanship, as well as the Offeror's history for reasonable and cooperative behavior and for commitment to member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Cost Proposal</b>  The total cost of the offered product and services should be competitive. Any optional or required additional fees will be considered.	Points Based	30 <i>(30% of Total)</i>

2.	<b>Product Offering</b>  Products and Services should be robust, high quality, and able to meet the needs of PSA members.	Points Based	30 <i>(30% of Total)</i>
3.	<b>Usability</b>  Software should have a usable, intuitive design.	Points Based	5 <i>(5% of Total)</i>
4.	<b>Technical Support</b>  Technical support services should be reasonable Points will be awarded based on availability expected response times during business hours.	Points Based	5 <i>(5% of Total)</i>
5.	<b>Vendor Experience in Public Sector</b>  Offeror must have extensive experience in supplying products to governments agencies, schools, and/or universities to score all available points.	Points Based	5 <i>(5% of Total)</i>
6.	<b>Credentials of Staff to be Assigned to the Account</b>  Offeror's staff assigned to this contract must be well qualified to maintain the account and provide appropriate service to customers.	Points Based	5 <i>(5% of Total)</i>
7.	<b>Value to PSA</b>  Points are awarded based on the expected value of the resulting contract to PSA. The following areas may be taken into consideration: <ul style="list-style-type: none"> <li>• Offeror can show how this resulting contract will be significantly better in some area than Offeror's existing cooperative contracts, or Offeror has no other contracts with purchasing cooperatives.</li> <li>• Effectiveness of the Marketing Proposal.</li> <li>• Likelihood of Offeror to generate additional sales through the use of the resulting contract.</li> </ul>	Points Based	15 <i>(15% of Total)</i>

8.	<p><b>Value Added Services</b></p> <p>Offerors are encouraged to list and provide detailed descriptions of any additional products and/or services that will enhance and add value to this Contract for PSA participating member entities. These offerings will be considered and evaluated. PSA reserves the right to accept any or reject additionally proposed products or services in the best interest of PSA and its participating member entities.</p> <p>Examples include incentive programs, prompt payment discounts, and training programs.</p>	Points Based	5 (5% of Total)
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## INSTRUCTIONS FOR PREPARING PROPOSAL

This section contains instructions for compiling and submitting a proposal response to this RFP. All Offerors must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

### Signature Authority

By submitting the Response, Offeror represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Offeror and to bind the Offeror under any contract that may result from the submission of this Response.

### Electronic or Paper Response

Unless otherwise addressed within the RFP, the following requirements shall apply:

- A. **Electronic Submission of Response (Preferred method):** Offerors may upload one final and complete electronic proposal on the on-line bidding system that PSA utilizes for its bid and proposal solicitations at [www.procurenow.com](http://www.procurenow.com). There is NO COST to the Offeror in submitting their proposal in response to this RFP via the on-line electronic bidding system.
- B. **Paper Submission of Response:** In lieu of electronic submission, responses may be submitted in four complete printed sets including one Original and three Copies in separate “hard side” three-ring binders. The outer spine of each binder shall be labeled showing this RFP No., Offeror Name, and either “Original” or “Copy”, as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies submitted with the Offeror’s (paper response) proposal package. **Paper submissions must include a flash drive with the electronic version of the proposal, specifically an excel file for the cost proposal.**

Paper Submission of Responses shall be enclosed in a SEALED package(s) addressed to PSA. The following information shall be clearly stated on the exterior of the package(s):

1. Name and Address of Offeror
2. Date and hour of proposal submission deadline (due date)
3. Bid/Proposal RFP number
4. The statement, "SEALED PROPOSAL - DO NOT OPEN IN MAIL ROOM." This label shall be of sufficient size to be quickly and easily noticed and affixed to opposing sides of the package(s).

### Additional Response Requirements

Offeror's Response may be deemed non-responsive if all required PSA forms and documents are not properly completed. Offeror must submit all documents included in the RFP Submission Checklist found in the Attachments Section of this RFP. Offeror may not modify the format of any PSA form in any way, but may only fill in information and add lines if needed. In certain cases, the cost proposal form may be modified in accordance with instructions provided for the form. Offeror may photocopy or print blank forms as needed.

There is no limit on the physical size of the proposal but a complete yet succinct, and unambiguous presentation of the services offered and the fees required are expected. Proposals should provide a clear and straightforward description of products and services and the firm's ability to meet requirements.

All proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Offeror. Blue ink is preferred for signatures.

No oral, telegraphic, telephonic, or facsimile bids will be considered or accepted.

### Required Attachments

The following attachments are required with your proposal submission:

- 1. Ethics Policy:** Offeror shall include their employee ethics policy.
- 2. References:** Offeror shall list the names of at least three (3) public/government agencies which have purchased from Offeror products or services similar to those covered by this RFP, within the last two (2) years. PSA reserves the right to determine if such products or services are appropriately similar. Other information, including criticism however learned, may be used by PSA in evaluation of responses. Each reference shall be a public, government or education agency and include the following:
  - A. Agency Name
  - B. Contact Person's Name and Title
  - C. Address
  - D. Phone
  - E. Email

**3. Offeror Acknowledgement & Certification:** Complete and sign the Offeror Acknowledgement & Certification that was provided as an attachment to this proposal.

**4. Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting with PSA to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with a PSA officer or an officer's close family member. PSA is a program of the Brazos Valley Council of Governments, whose officers include The Honorable Byron Ryder, Chair, The Honorable Kavon Novak, 1st Vice Chair, The Honorable Joe Fauth, III, 2nd Vice Chair, The Honorable Tony Leago, Secretary, The Honorable Duane Peters, Immediate Past Chair.

**5. Form 1295 Certificate of Interested Parties:** Pursuant to the Texas Legislature House Bill 1295, Offeror must complete a Form 1295 through the Texas Ethics Commission website [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and submit a signed and notarized copy of the form to PSA with the RFP response.

**6. End User Service Agreement:** Include a copy of all service agreements that may be required for the end users.

**7. Proposer Certifications:** Complete and sign the Proposer Certification form that was provided as an attachment to this proposal.

**8. All Addenda:** For paper responses only, Offerors must list all addenda for this RFP that were issued for this RFP through ProcureNow. The list must be signed to acknowledge receipt. If no addenda were issued for the RFP, this section may be omitted. Responses that are submitted electronically through ProcureNow acknowledge addenda as part of the submission process.

### Technical Response

Due to the complexity of responses and to aid in evaluation, the Response should contain ALL required information in clearly outlined sections as detailed below. Vendors must provide the sections listed below or the response may be rejected. Omission of any required form or information will be sufficient grounds for PSA to consider your response to be non-compliant.

**Title Page:** The proposal should begin with a title page bearing the name and address of the vendor and the name and number of this RFP.

**Section 1 - Executive Summary:** Vendors must condense and highlight the contents of the proposal in a separate section titled "Executive Summary." Indicate why your products and services are superior to others in the market.

**Section 2 - Product Offerings:** Fully describe the products and services offered in your proposal. Discuss any optional features/services. Discuss any customization options that are available.

**Section 3 - IT Requirements:** Describe minimum hardware or software requirements if applicable. Include any maximum limitations on connected devices if applicable. List all network requirements necessary for full functionality of the product. Include a description of any and all necessary protocols, bandwidth requirements, levels of connectivity (i.e. LAN, Internet, direct-dial, etc.) and any other relevant information for full functionality of any services offered under proposal.

**Section 4 - Technical Support:** This section should include detailed descriptions of all maintenance plans technical support offered by the vendor, including the following:

- Support hours
- Types of support (phone, e-mail, on-site, etc.)
- Levels of support included with base plan and additional support available for extra cost
- List of issues supported/specifically excluded from support
- Maintenance services included (software patches, HUD regulation changes, software customization, consulting, other)
- End User documentation

**Section 5 - Cost Proposal:** The Cost Proposal should clearly illustrate the price breakdown of all products services and any related expenses associated with the contract.

**Section 6 - Vendor Qualifications:** Briefly describe your company's history and experience in the industry. Describe your core values and business philosophy. Indicate what differentiates your company from its competitors.

Specifically, disclose the following: a) Bankruptcies filed; b) Litigation, mediation, and arbitration history over the last five (5) years; c) Any material (in excess of \$50,000) claims, judgements, arbitrations, investigations, or lawsuits pending; d) Any criminal actions, suits, proceedings, arbitrations investigations against or involving the Offeror or its employees (in their capacities as employees) occurring during the past five years.

**Section 7 - Staff Assigned to the Account:** Describe the staff proposed to manage a potential PSA contract and their experience supporting similar scopes of work.

**Section 8 - Marketing Strategy:** Describe in detail how you will effectively market any potential PSA contract nationally and meet the requirements outlined in the RFP.

Address each element of your marketing strategy by describing timelines, methods, and/or presenting reference marketing materials PSA can expect to be produced and maintained by your organization throughout the life of any potential contract.

**Section 9 - PSA Administrative Fee:** Confirm the percentage amount and calculation of the PSA Administrative Fee. Offerors are encouraged to propose alternative methods of assessing and calculating administrative fees to PSA based on industry standards and company policy.

**Section 10 - Exceptions to RFP:** Identify any exceptions the vendor has taken to the requirements of this RFP, the contract or any other attachments.

### [Withdrawal or Modification of Responses](#)

Once received by PSA, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing and on Offeror's formal letterhead. Responses and requests for modification received after the submission deadline will not be accepted.

### Confidential/Proprietary Materials

PSA uses its best efforts to follow the intent of Chapter 552 of the Texas Government Code, the Public Information Act (the "Act") in regards to information, documentation, and other material in connection with this solicitation. If Offeror's proposal contains material noted or marked as "confidential" and/or "proprietary", and that material in PSA's sole opinion meets the disclosure exemption requirements of the Act, then that information will not be disclosed pursuant to a request for public documents. If PSA does not consider such material to be exempt from disclosure under the Act, the material may be made available to the public regardless of the notation or markings. If an Offeror is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the Act, then it shall not include such information in the proposal.

### Terms and Conditions Attached to Response

eProcurement and Contract Management Solutions Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

## **RFP 21-203 eProcurement Solutions Proposer Certifications**

By signing below, Proposer makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

### **Certification 1. LEGAL AUTHORITY**

Proposer warrants and represents that it has adequate legal counsel and authority to respond to this RFP. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

### **Certification 2. APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

### **Certification 3. RELEASE**

The Proposer releases, relinquishes, and discharges the PSA, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Proposer or its employees and any loss of or damage to any property of the Proposer or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Proposer's negligent performance of the work. Both the PSA and the Proposer expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

### **Certification 4. CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

Proposer agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by PSA, the State of Texas, Federal regulations and the acts and regulations of any funding entity. Proposer agrees to notify PSA of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

### **Certification 5. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS**

The Proposer agrees 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).

### **Certification 6. BYRD ANTI-LOBBYING AMENDMENT**

The Proposer certifies that it has not and will not use Federal appropriated funds, which may include any money received in association with the PSA contract, to pay for 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 the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).



**Certification 7. TRAFFICKING VICTIMS PROTECTION ACT**

The Proposer certifies that it will not perform nor will it allow its employees to perform the following acts covered by the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)):

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or sub-awards under the award.

**Certification 8. CERTIFICATION NOT TO BOYCOTT ISREAL**

The Proposer certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Proposer further certifies that it does not and will not refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. This does not include actions made for ordinary business purposes.

**Certification 9. COMPUTER EQUIPMENT REYCLING PROGRAM**

If Proposer is submitting a Response for the purchase or lease of computer equipment, then Proposer certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

**Certification 10. CONTRACTING INFORMATION RESPONSIBILITIES**

In accordance with Section 552.372 of the Texas Government Code, Proposer agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the PSA member for the duration of the contract, (2) promptly provide to the PSA member any contracting information related to the contract that is in the custody or possession of the Proposer on request of the PSA member, and (3) on termination or expiration of the contract, either provide at no cost to the PSA member all contracting information related to the contract that is in the custody or possession of the Proposer or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the PSA member. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Proposer agrees that the contract can be terminated if the Proposer knowingly or intentionally fails to comply with a requirement of that subchapter.

**Certification 11. ANTITRUST AFFIRMATION**

The Proposer affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Proposer have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Proposer have violated any federal antitrust law; and (3) neither I nor any representative of the Proposer have directly or indirectly communicated any of the contents of this Response to a competitor of the Proposer or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Proposer.

**Certification 12. DEALINGS WITH PUBLIC SERVANTS AFFIRMATION**

The Proposer 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 the submitted Response.

**Certification 13. E-VERIFY PROGRAM**

The Proposer certifies that for contracts for services, Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

1. all persons employed by Proposer to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Proposer to perform work pursuant the contract within the United States of America.

**Certification 14. EXCLUDED PARTIES**

Proposer certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

**Certification 15. FALSE STATEMENTS**

Proposer represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

**Certification 16. FOREIGN TERRORIST ORGANIZATION**

Proposer represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**Certification 17. NO CONFLICTS OF INTEREST**

Proposer represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

**Certification 18. AMERICANS WITH DISABILITIES ACT**

Proposer represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

**Certification 19. DRUG-FREE WORKPLACE**

Proposer represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

**Certification 20. EQUAL EMPLOYMENT OPPORTUNITY**

Proposer represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**Certification 21. FEDERAL OCCUPATIONAL SAFETY AND HEALTH LAW**

Proposer represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

**Certification 22. IMMIGRATION**

Proposer represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

**Certification 23. LEGAL AND REGULATORY ACTIONS**

Proposer represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Proposer or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Proposer's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to PSA's consideration of the Response. If Proposer is unable to make the preceding representation and warranty, then Proposer instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Proposer's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to PSA's consideration of the Response. In addition, Proposer represents and warrants that it shall notify PSA in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update PSA shall constitute breach of contract and may result in immediate termination of the contract.

**Certification 24. LIMITATION ON AUTHORITY**

Proposer shall have no authority to act for or on behalf of PSA except as expressly provided for in the contract resulting from this RFP; no other authority, power or use is granted or implied. Proposer may not incur any debt, obligation, expense or liability of any kind on behalf of PSA.

**Certification 25. MEDIA RELEASES**

Proposer shall not use PSA's name, logo, or other likeness in any press release, marketing material, or other announcement without PSA's prior written approval. PSA does not endorse any vendor, commodity, or service. Proposer is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without PSA's prior written consent, and then only in accordance with explicit written instructions from PSA.

**Certification 26. NO FELONY CRIMINAL CONVICTIONS**

Proposer represents that neither Proposer nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Proposer has fully advised PSA in writing of the facts and circumstances surrounding the convictions.

**Certification 27. NO IMPLIED WAIVER**

No provision of the contract shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to PSA as a political subdivision of the State of Texas or otherwise available to PSA. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to PSA by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

**Certification 28. NO THIRD-PARTY BENEFICIARIES**

This agreement is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

**Certification 29. PERMITS, CERTIFICATIONS, AND LICENSES**

Proposer represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

**Certification 30. PROMPT PAYMENT**

All payments by Proposer to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract shall be made in compliance with Chapter 2251 of the Texas Government Code.

**Certification 31. REFUND**

Proposer will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by a PSA member which are not expressly authorized under the contract.

**Certification 32. SURVIVAL**

Expiration or termination of the contract for any reason does not release Proposer from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

**Certification 33. UNFAIR BUSINESS PRACTICES**

Proposer represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Proposer has not been found to be liable for such practices in such proceedings. Proposer certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**Certification 34. WAIVER OF CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision to the contrary herein, neither party shall be liable to the other for any indirect, incidental, special or consequential damages or loss of profits, anticipated or otherwise, or loss of revenues in connection with or arising out of, or in connection with, the subject matter of this contract.

**Certification 35. NO FINANCIAL INTEREST OR OTHER CONFLICT**

No BVOCG/PSA officer, employee, Board of Directors member or member of any BVCOG/PSA board or commission, nor family member of any such person, has a financial interest, direct or indirect, in Offeror or in any contract Offeror might enter into with BVCOG/PSA.

**Certification 36. FELONY CONVICTION NOTIFICATION**

Proposer represents and warrants that the Offeror's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Offeror has fully advised PSA as to the facts and circumstances surrounding the conviction.

**Certification 37. NON-COLLUSIVE RESPONSE**

The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or potential competitor. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by Offeror and will not be knowingly disclosed by Offeror prior to the public response opening, either directly or indirectly, to any other Offeror or competitor. No attempt has been made or will be made by Offeror to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

**Certification 38. NON-BIASED SPECIFICATIONS**

This RFP contains no requirements considered to be unduly biased in favor of Offeror or any other Offerors that may be competing for this procurement.

**Certification 39. SUSPENSION AND DEBARMENT**

Proposer certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Proposer has not within a three (3) year period preceding this RFP been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property. Proposer is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above. Offeror has not, within a three (3) year period preceding this RFP, had any government (federal, state, or local) transactions terminated for cause or default.

**Certification 40. LICENSING AND PERMITS**

Proposer has all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

**Certification 41. FRANCHISE TAX**

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

By signing below, Proposer hereby confirms all certifications above, and furthermore that he/she is legally authorized to sign this certification on behalf of said organization by authority of its governing body.

---

Organization

---

Name

---

Title

---

Signature

---

Date

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is **NO** Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

# FORM CIQ

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
  - or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

- (B) that the vendor has given one or more gifts described by Subsection (a); or

- (C) of a family relationship with a local government officer.

**Offeror Acknowledgment & Certification****RFP No. 21-203****Invitation Title:** eProcurement Solutions**Offeror Company:** \_\_\_\_\_

(Legal name of business which will appear on contract, if awarded)

**Contract Signatory:** \_\_\_\_\_**Title:** \_\_\_\_\_**Mailing Address:** \_\_\_\_\_**Physical Address:** \_\_\_\_\_**Phone:** \_\_\_\_\_**Email:** \_\_\_\_\_**Federal ID No.:** \_\_\_\_\_**Web Page URL:** \_\_\_\_\_**Proposal Contact Information****Contact Person:** \_\_\_\_\_**Phone:** \_\_\_\_\_**Email:** \_\_\_\_\_**Underutilized/Disadvantaged Business (HUB / DBE) Information****Ownership - 51% or more:** ☐ Non-HUB/DBE ☐ HUB ☐ DBE**Estimated number of subcontractors who would participate in any contract:****Number of above subcontractors who would qualify as an HUB / DBE:**


**Certification**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, BVCOG member, or agent of the BVCOG has assisted in the preparation of this proposal. I acknowledge that I have read and understood the terms, conditions, requirements and provisions of the RFP and that this organization will comply with the terms thereof, and any other applicable local, state, and federal regulations and policies and that the BVCOG is authorized to verify references and stated performance data and to conduct credit and criminal background checks if needed. Furthermore, I certify that I am legally authorized to sign this proposal on behalf of said organization by authority of its governing body, and to bind said organization under any contract that may result from the submission of this proposal.

**Signature:** \_\_\_\_\_**Title:** \_\_\_\_\_**Printed Name:** \_\_\_\_\_**Date:** \_\_\_\_\_

**SAMPLE CONTRACT**

This is a sample of the contract that will be sent to you for execution if you are recommended for a contract award.  
It should NOT be completed and returned with your Response.

A CONTRACT BETWEEN PURCHASING SOLUTIONS ALLIANCE, Bryan, Texas  
AND \_\_\_\_\_

This Contract is made and entered into by PURCHASING SOLUTIONS ALLIANCE, hereinafter referred to as PSA, having its principal place of business at 3991 East 29th St., Bryan, Texas 77802, AND \_\_\_\_\_, hereinafter referred to as the CONTRACTOR, having its principal place of business at \_\_\_\_\_.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a \_\_\_\_\_ Contract to become effective as of \_\_\_\_\_, and to continue through \_\_\_\_\_ the "Contract", subject to extension upon mutual agreement of the CONTRACTOR and PSA. PSA enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of \_\_\_\_\_ offered by the CONTRACTOR. The CONTRACTOR agrees to sell \_\_\_\_\_ through the PSA Contract to END USERS.

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence: 1) The text of this Contract form, 2) Exhibit A, CONTRACTOR's Response to RFP No: 21-203, including but not limited to, prices and options offered and finally negotiated and attached, and 3) Exhibit B, RFP No: 21-203, including any relevant addenda. All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3: LEGAL AUTHORITY**

CONTRACTOR and PSA warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of PSA or CONTRACTOR. No provision of this Contract or act of PSA in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of PSA, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising there from.

**ARTICLE 6: SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to PSA. PSA reserves the right to accept or reject any such change. CONTRACTOR shall

continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. PSA shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

#### **ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. PSA, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that PSA's duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

#### **ARTICLE 8: REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the RFP requirements. If CONTRACTOR fails to submit to PSA in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### **ARTICLE 10: DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of the Brazos Valley Council of Governments (BVCOG) or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of BVCOG. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with BVCOG's final decision.

#### **ARTICLE 11: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify PSA described in Article 12, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall

repay upon demand to END USER any amounts determined by PSA, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

#### **ARTICLE 12: LIMIT OF PSA'S LIABILITY AND INDEMNIFICATION OF PSA**

PSA's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its administrative fee. In no event will PSA be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless BVCOG, PSA, its board members, officers, agents, officials, employees, [and indemnities] from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify PSA of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

#### **ARTICLE 13: TERMINATION FOR CAUSE**

PSA may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that PSA shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then PSA may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

#### **ARTICLE 14: TERMINATION FOR CONVENIENCE**

PSA may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR.

#### **ARTICLE 15: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by PSA, the State of Texas, Federal regulations and the acts and regulations of any funding entity. CONTRACTOR agrees to notify PSA of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

#### **ARTICLE 16: GOVERNING LAW & VENUE**

PSA and the CONTRACTOR agree that the contract awarded from this Request for Proposal shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas. Disputes between END USER and CONTRACTOR are to be resolved in accordance with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify PSA of such disputes.

#### **ARTICLE 17: PAYMENT OF PSA FEE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable three (3) % PSA Administrative Fee. The Administrative Fee on all Contractor sales made pursuant to the PSA contract is to be calculated by multiplying the total billed amount by 3%. Contractor will remit the total Administrative Fee due with the monthly report as required and stipulated in Exhibit B – RFP No. 21-203. Any PSA fee collected by CONTRACTOR from END USERS, including END USERS without Interlocal Contracts, shall be paid

to PSA by CONTRACTOR. CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal Contracts with PSA. PSA reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit PSA's fee. In no event shall PSA have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

#### **ARTICLE 18: CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify PSA, in writing, of ANY change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. PSA shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

#### **ARTICLE 19: VOLUME PRICING**

The CONTRACTOR reserves the right to provide and negotiate volume discounts that are less than the prices shown in Exhibit A - CONTRACTOR's Response to RFP No. 21-203 to END USERS. In no case shall prices exceed those listed in Exhibit A.

#### **ARTICLE 20: CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS**

The Contractor agrees 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).

#### **ARTICLE 21: BYRD ANTI-LOBBYING AMENDMENT**

The Contractor certifies that it has not and will not use Federal appropriated funds, which may include any money received in association with the PSA contract, to pay for 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 the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

#### **ARTICLE 22: TRAFFICKING VICTIMS PROTECTION ACT**

The Contractor certifies that it will not perform nor will it allow its employees to perform the following acts covered by the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)):

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or sub-awards under the award.

#### **ARTICLE 23: CERTIFICATION NOT TO BOYCOTT ISREAL**

The Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Contractor further certifies that it does not and will not refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. This does not include actions made for ordinary business purposes.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for the **Purchasing Solutions Alliance**, Bryan, Texas:

\_\_\_\_\_, Date: \_\_\_\_\_, 2021

Michael Parks Executive Director or Designee – **Brazos Valley Council of Governments**

Attest for the **Brazos Valley Council of Governments**, Bryan, Texas:

\_\_\_\_\_, Date: \_\_\_\_\_, 2021

Susan Lightfoot, Program Manager or Designee – **Purchasing Solutions Alliance**

*(Notary section)*

PSA Contract No. 21-203 between PSA/BVCOG & CONTRACTOR.

The State of Texas, County of Brazos

Before me, a Notary Public, on this day personally appeared Michael Parks and Susan Lightfoot, known or proved to me to be the persons whose name is subscribed to the forgoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_, Notary Signature

Notary Public, State of Texas

(PERSONALIZED SEAL)

Signed for CONTRACTOR:

Printed Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 2021

Attest - Printed Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_, 2021

Attest - Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 2021

*(Notary section)*

PSA Contract No. 21-203 between PSA/BVCOG & CONTRACTOR.

The State of \_\_\_\_\_, County of \_\_\_\_\_

Before me, a Notary Public, on this day personally appeared \_\_\_\_\_, known or proved to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_, Notary Signature

Notary Public, State of \_\_\_\_\_

(PERSONALIZED SEAL)

# Addendum 1

## RFP 21-203 eProcurement and Contract Management Solutions

Proposals for RFP 21-203 shall be submitted in paper format delivered to PSA at 3991 East 29<sup>th</sup> St, Bryan Texas.

Proposals shall be submitted in four complete printed sets including one Original and three Copies in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this RFP No., Offeror Name, and either "Original" or "Copy," as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies submitted with the Offeror's (paper response) proposal package. **Paper submissions must include a flash drive with the electronic version of the proposal.**

Paper Submission of Responses shall be enclosed in a SEALED package(s) addressed to PSA. The following information shall be clearly stated on the exterior of the package(s):

1. Name and Address of Offeror
2. Date and hour of proposal submission deadline (due date)
3. Bid/Proposal RFP number
4. The statement, "SEALED PROPOSAL - DO NOT OPEN IN MAIL ROOM." This label shall be of sufficient size to be quickly and easily noticed and affixed to opposing sides of the package(s).

All required signatures must be provided in either electronic format on the flash drive or in ink on the paper set marked "Original."

