

FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into EFFECTIVE _____, by and between CITY OF FRESNO, a California municipal corporation (City), and GRANICUS LLC, a MINNESOTA LIMITED LIABILITY COMPANY (Vendor).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for materials, supplies and equipment. The City is allowed to piggyback an existing government agency's agreement, under Fresno City Charter 1208. The parties agree the Vendor was the lowest responsive and responsible bidder for Invitation for Bid (IFB) issued by National Cooperative Purchasing Alliance (NCPA). The IFB is attached hereto as **Exhibit A** and is incorporated herein by reference. The Parties agree that the Vendor has entered a Cooperative Purchase Contract with Region 14 Education Service Center through National Cooperative Purchasing Alliance (Contract No. NCPA 01-115) (Original Government Contract).
2. Vendor's Obligation. Vendor shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
3. City's Obligation. City shall make to the Vendor those payments described in **Exhibits A and B**, subject to all the terms and condition contained or incorporated herein
4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:
 - a) City's Insurance and Indemnity provisions attached as **Exhibit C**.
 - b) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B**, the Vendor agrees that notices and invoices will be sent to:

City of Fresno
Attention: Kim Jackson
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-7103
E-mail: Kim.Jackson@fresno.gov

c) Notwithstanding anything in **Exhibits A** and **B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

GRANICUS LLC, a Minnesota Limited
Liability Company

By: _____
MELISSA PERALES
Purchasing Manager

DocuSigned by:
By: Kimberly Rosenberger 8/21/2025
8A340286FD5949F...

Name: Kimberly Rosenberger

No signature of City Attorney required.
Standard Document **#GSD-S Formal
Cooperative Purchase Agt. (10-2023)**
has been used without modification, as
certified by the undersigned.

Title: Contracts Manager
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

DocuSigned by:
By: Alex Bern 8/21/2025
0F7DAA9D3DAD473...

Name: Alex Bern

By: _____
VERONICA BRANDON
Procurement Specialist

Title: Contracts Manager
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy

Date

Addresses:
CITY
City of Fresno
Attention: Veronica Brandon
2101 G Street Bldg. A
Fresno, CA 93706
Phone: (559) 621-1131
E-mail: Veronica.Brandon@fresno.gov
FAX: (559) 457-1398

Vendor:
Granicus LLC
Attention: Korgbae Freeman
1152 15th St. NW, Ste. 800
Washington, D.C. 20005
E-mail: Korgbae.Freeman@granicus.com

Attachments:
Exhibit A - Invitation For Bids
Exhibit B - Original Government Contract
Exhibit C - City's Insurance and Indemnity

EXHIBIT A

Invitation For Bids

Request for Proposal (RFP) for Software and SaaS Solutions

Solicitation Number: #39-20

Publication Date: Tuesday, October 6th, 2020

Notice to Respondent:

Submittal Deadline: Thursday, November 19th, 2020 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, November 12th, 2020. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Software and SaaS Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Software and SaaS Solutions, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center
For
Software and SaaS Solutions
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP #39-20



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Software and SaaS Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

◆ Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

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

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 - \$15 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Software and SaaS Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA’s rights and obligations hereunder may be assigned at NCPA’s sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA’s obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: _____
Title: _____
Address: _____

Signature: _____
Date: _____

Vendor:

Name: _____
Title: _____
Address: _____

Signature: _____
Date: _____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

- ◆ States Covered
 - Bidder must indicate any and all states where products and services can be offered.
 - Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

<input type="checkbox"/> Alabama	<input type="checkbox"/> Maryland	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Alaska	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arizona	<input type="checkbox"/> Michigan	<input type="checkbox"/> Tennessee
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Minnesota	<input type="checkbox"/> Texas
<input type="checkbox"/> California	<input type="checkbox"/> Mississippi	<input type="checkbox"/> Utah
<input type="checkbox"/> Colorado	<input type="checkbox"/> Missouri	<input type="checkbox"/> Vermont
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Montana	<input type="checkbox"/> Virginia
<input type="checkbox"/> Delaware	<input type="checkbox"/> Nebraska	<input type="checkbox"/> Washington
<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Nevada	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Florida	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Georgia	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Hawaii	<input type="checkbox"/> New Mexico	
<input type="checkbox"/> Idaho	<input type="checkbox"/> New York	
<input type="checkbox"/> Illinois	<input type="checkbox"/> North Carolina	
<input type="checkbox"/> Indiana	<input type="checkbox"/> North Dakota	
<input type="checkbox"/> Iowa	<input type="checkbox"/> Ohio	
<input type="checkbox"/> Kansas	<input type="checkbox"/> Oklahoma	
<input type="checkbox"/> Kentucky	<input type="checkbox"/> Oregon	
<input type="checkbox"/> Louisiana	<input type="checkbox"/> Pennsylvania	
<input type="checkbox"/> Maine	<input type="checkbox"/> Rhode Island	

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- ☐ American Samoa
- ☐ Northern Marina Islands
- ☐ Federated States of Micronesia
- ☐ Puerto Rico
- ☐ Guam
- ☐ U.S. Virgin Islands
- ☐ Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
- **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

☐
- **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company’s principal place of business is in the city of _____,
State of _____

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
- ☐ A publically held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company’s position in the distribution channel:
- ☐ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
- **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

▪ Purchase Orders

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

▪ Sales and Marketing

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes ☐ No

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
 - Software
 - Animation and Modeling
 - Business Productivity
 - Digital Publishing
 - Digital Video
 - Engineering and CAD
 - Health & Science
 - K-12
 - Languages
 - Licenses
 - Math
 - Music & Audio
 - Programming
 - Film and TV Production
 - Operating Systems and Utilities
 - Security
 - Test Prep
 - Training
 - Utilities
 - Web Publishing
 - SaaS
 - Cloud Based Applications
 - Citizen and Resident Engagement
 - Meeting Automation
 - Website Design
 - Communication Tools
 - Documentation Solutions
 - Online Transactions
 - Software Portfolio Management
 - Software Procurement Services
 - Software Asset Management & Compliance

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations

Potential Vendor	
Print Name	
Address	
City, Sate, Zip	
Authorized signature	
Date	

Contractor Requirements

**Contractor Certification
Contractor’s Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____
Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient 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 awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

EXHIBIT B

Original Government Contract



GRANICUS

Request for Proposal for
Region 14 Education Service Center
For
Software and SaaS Solutions
RFP #39-20



Response Submitted by Granicus
Proposal Contact:
Sam.morton@granicus.com
Submitted on November 19, 2020



To Whom It May Concern,

Thank you for the opportunity to connect with Region 14 Education Service Center (the Region) and other public agencies supported by this contract. We look forward to detailing throughout this process and proposal how we can provide a platform of products to increase the efficiency of civic engagement and move towards a true digital Region.

Granicus' platform of digital engagement will allow the Region, and other agencies, to transition to on-line services. During current times, the public is getting used to working on-line and from their own spaces. After the dust settles, a new normal, as already seen in the UK, will be employees and the public wishing to work within the digital world.

Granicus is uniquely position with a proven platform of integrated tools to make this new normal a reality. We have the digital tools to communicate both within and outside of agencies, move workflows and public facing processes like paying student fees, to a digital format with minimal coding. We can also wrap it all within a communication network that is made for mobile access.

We look forward to being able to guide the Region and its agencies in changing the way that you connect with residents, creating better lives for more people through secure, world-class technology.

Sincerely,

Sam Morton

Sam Morton
Vice President of Sales
303-521-0052
Sam.morton@granicus.com

Granicus' statements regarding its plans, directions, and intent are subject to change or withdrawal without notice at Granicus' sole discretion. The information mentioned regarding potential future products is not a commitment, promise, or legal obligation to deliver any material, code, or functionality. Unless otherwise stated, this proposal is valid for 180 days.



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Executive Summary

Broken customer experiences, legacy technologies, paper-based processes, and siloed departmental workflows cause frustration (and increase administrative cost) for both government employees and their customers. The COVID-19 pandemic is only making things worse.

Many of our competitors have gone to market with service-specific solutions that automate only a small portion of a city's resident connection strategy. This traditionally forces cities to rely heavily on fragmented solutions from multiple vendors, but the Granicus Platform will show why a partnership between the Region and its agencies and Granicus can transform how they connect with residents while following the guiding principles, including:

- | | |
|----------------|----------------|
| 1. Meaningful | 6. Informative |
| 2. Transparent | 7. Responsive |
| 3. Respectful | 8. Timely |
| 4. Inclusive | 9. Convenient |
| 5. Accessible | 10. Continuous |

Why Granicus? There is no other company with the flexibility and configurability of solutions that also has the speed of implementation and breadth of capability that we can achieve. Our solutions are purpose-built for government organizations. Our portfolio is tailored to make government employees' lives easier. We will help the Region solve pressing challenges faced both today and well into the future.

Specifically, the Granicus Citizen Engagement Platform will unify technology systems to improve the overall resident experience, transparency and accountability, therefore increasing resident engagement. Our systems will automate back-office processes and work by internal staff.

Continue reading for a sneak peek of what is possible by partnering with Granicus.



ELEMENTS OF THE PLATFORM



BENEFITS AND OUTCOMES

The opportunity in front of the Region's agencies to build a true digital platform is profound. It starts with a robust CSM via govAccess and flows all the way through internal and external process to a fully integrated digital communication with GovDelivery.

In the end, the Granicus Citizen Engagement Platform is a connected platform to improve resident relationship and accountability and ensure council aids and council staff members follow through on requests from constituents.

Our solution is built for government, by government. A single platform with a single vendor will not only mean streamlining implementation, support and service, but a unique opportunity to bring to the table features that are integrated together, enhance public engagement, ensure accessibility, and continuous engagement.

We look forward to the opportunity to partner with the Region and its agencies on this endeavor.

Tab 1 – Master Agreement

General Terms and Conditions

◆ Customer Support

- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

◆ Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

◆ Renewal of Contract

- Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

◆ Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

◆ Shipments (if applicable)

- The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

◆ Tax Exempt Status

- Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

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

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 - \$15 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service




Tab 1 - Master Agreement/Signature Form

SIGNATURE FORM

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>Granicus, LLC</u>
Address	<u>408 St Peter St, Suite 600</u>
City/State/Zip	<u>Saint Paul, Minnesota, 55102</u>
Telephone No.	<u>800-314-0147</u>
Fax No.	<u>651-665-0943</u>
Email address	<u>contracts@granicus.com</u>
Printed name	<u>Mark Hynes</u>
Position with company	<u>Chief Executive Officer</u>
Authorized signature	<u></u>



Tab 1 – Master Agreement

Granicus Exceptions to RFP #39-20

Tab 1 – Master Agreement General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support **in accordance with vendor's Service Level Agreement as Exhibit A.** ~~The vendor shall respond to such requests within one (1) working day after receipt of the request.~~
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. ~~At this point the participating entity may cancel the order if estimated shipping time is not acceptable.~~
- ◆ Warranty
 - **Vendor warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Vendor Products and Services; however, the Vendor Products and Services are provided "AS IS" and as available.** ~~Proposals should address each of the following:~~
 - ◆ ~~Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.~~
 - ◆ ~~Availability of replacement parts~~
 - ◆ ~~Life expectancy of equipment under normal use~~
 - ◆ ~~Detailed information as to proposed return policy on all equipment~~
- ◆ Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. **Notwithstanding the foregoing or anything to the contrary herein, in no event shall vendor's liability under this Agreement exceed the fees paid by the entity for the vendor products and services during the six (6) months immediately preceding the date the entity notifies the vendor in writing of a claim for direct damages.**
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of **thirty (30)** ~~ten (10)~~ days notice prior to any modifications or cancellation of policies. The



awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. **For the avoidance of doubt, Vendor's End User License Agreement ("EULA") is attached and incorporated into this Agreement as Exhibit B. All use of the vendor products shall be subject to the EULA. NCPA agrees to pass along the EULA to the entity for their review and signature and further acknowledges that vendor has no obligation to provide any entity with access to the vendor products until that entity has signed the Granicus EULA.**

Tab 1 – Master Agreement

- ◆ General Terms and Conditions
 - The Master Agreement, **Exhibit A, and Exhibit B** attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.



Exhibit A: Help Desk Services and Availability

Granicus will provide complete help desk support for administrators and customers of the Granicus Solutions. Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone.

CUSTOMER SUPPORT CONTACT

Hours: 8:00 am – 10:00 pm ET (9:30 am – 5:00 pm Europe)
Emergency Support is available 24/7

Please submit support requests via:

- Portal: support.granicus.com
- Email: support@granicus.com
- Phone: 1-800-31 4-0147 USA, 0800 032 7764 Europe

Please submit govDelivery Communications Cloud subscriber support only requests to:

- Portal: subscriberhelp.granicus.com
- Email: subscriberhelp@granicus.com
- Phone: 1-800-439-1 420 USA, 0808 234 7450 Europe

COMMUNICATION SERVICE LEVEL AGREEMENT

Granicus response to support and service requests will be based on four (4) Severity Levels:

Severity Level	Description	Examples	Initial Customer Response Time
Level 1	Emergency. Incident represents a total outage; the product is unavailable or not accessible for use	<ul style="list-style-type: none"> • govDelivery's admin.govdelivery.com is down or all sending is significantly delayed • govMeetings web server is running but the application is non-functional or SQL-server errors that are not related to hardware • govAccess website is unreachable by public users 	Within one (1) hour of notification by the customer of occurrence
Level 2	Severely Impaired. Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product	<ul style="list-style-type: none"> • govDelivery PageWatch sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers • Site operational but govMeetings modular functionality is non-operational • govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non-functioning that did not occur at the time of the website launch and usually requires debugging of programming code 	Within four (4) hours of notification by the customer of occurrence



Level 3	Impaired. Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product	<ul style="list-style-type: none"> govDelivery system not connecting to social media, single customer app/feature help, or database requests govMeetings system files won't upload, or text not rendering govAccess website works but there are problems with presentation 	Within one (1) business day of notification by the customer of occurrence
Level 4	Low Impact. Incident that has a limited business impact and requests can be scheduled.	<ul style="list-style-type: none"> Programmatic change to back-end or front-end to improve efficiency Distribution of all patches and upgrades 	Within three (3) business days of notification of customer of occurrence

Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

AVAILABILITY

Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Granicus represents an up-time guarantee of 99% per calendar quarter for its hosted services. Notifications for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Granicus.

Downtime is defined as any time that the Granicus Solutions services are unavailable.

A **Site Outage** is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by Granicus utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.

A Site Outage does not include Downtime that falls into one or several of the exclusions below:

- Scheduled or routine maintenance
- Caused by force majeure (which shall include any circumstances beyond Granicus's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
- The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
- The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances
 - Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages of between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime.



- For **govAccess**, Granicus is not responsible for errors associated with denial of service attacks, distributed denial of service attacks, or customer DNS

SCHEDULED MAINTENANCE

govDelivery. Scheduled maintenance typically occurs every thirty (30) days with average Downtime required being less than thirty (30) minutes. Planned or routine maintenance is limited to two (2) hours per week. Total scheduled Downtime for the year will not typically exceed twenty (20) hours.

govMeetings. Scheduled maintenance will take place between 11:00 pm – 4:00 am ET on Fridays. Granicus, will provide the customer with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance.

govAccess. Scheduled maintenance will take place between 1:00 am – 4:00 am ET every Monday.

govService. Planned or routine maintenance is limited to two (2) hours and typically occurs every two (2) weeks.

All Solutions. Notifications and additional scheduled maintenance will be posted on status.granicusops.com. Email notifications for these products can be subscribed to from that page.

HARDWARE REPLACEMENT

For hardware issues requiring replacement (where applicable), Granicus shall respond to the request made by the customer within one (1) business day. Hardware service repair or replacement will occur within four (4) business days of the request by the customer, not including the time it takes for the part to ship and travel to the customer. The customer shall grant Granicus or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the customer informed regarding the time frame and progress of the repairs or replacements.



Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made by and between the party procuring Granicus Products under NCPA 01-115 ("**Client**") and Granicus, LLC ("**Granicus**").

1. Ordering and Scope

- 1.1. Ordering Granicus Products.** The parties will enter into a binding order, proposal or purchase document (each, an "**Order**"), setting forth the products and services made available to Client pursuant to NCPA 01-115 and this Agreement which may include online or cloud subscription services, on-premise software, or required equipment or hardware components (the "**Granicus Products**"), and may enter into statements of work ("**SOW**") setting forth corresponding professional or consulting services related to the Granicus Products. The parties may execute one or more Orders or SOWs under this Agreement, each Order or SOW becoming effective when executed by both parties or upon delivery and acceptance of purchase orders referencing the Order or SOW and this Agreement. Each Order and SOW will constitute a separate agreement between the parties related to the sale and purchase of Granicus Products. Each Order or SOW will generally include an itemized list of the Granicus Products as well as the Order Term for such Granicus Products.
- 1.2. Support.** Basic support and maintenance services provided to Client for Granicus Products ("**Support**") is included in the fees paid for the Granicus Product subscription or maintenance during the Term. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.
- 1.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 1.4. Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

2. Use Rights

- 2.1. License.** Subject to the terms and conditions of this Agreement, Granicus hereby grants to Client a non-exclusive, non-transferable right and license to use the Granicus Products for its internal purposes during the Term, subject to any additional rights and restrictions set forth in the applicable Order or SOW. This grant of rights is not a sale of the Granicus Products. Granicus and its third-party providers reserve all rights not expressly granted to Client in this Agreement. In addition to the license terms set forth in this Agreement, certain third-party products may be subject to additional terms and conditions, set forth in Exhibit A, below, which will apply to such third-party products in addition to the terms of this Agreement.
- 2.2. Use of Granicus Products.**
 - 2.2.1. Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Data purchased from third parties may not be used with the Granicus Products without Granicus' prior written consent and list cleansing services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing services subject to this Agreement.

- 2.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products accessed through Client's passwords.
- 2.2.3. Third Party Contractors.** Client may permit its third party contractors to access and use the Granicus Products solely on behalf of, and for the benefit of, Client, so long as: (i) contractor agrees to comply fully with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all use of the Granicus Products and any metered or transactions includes licenses and use allocated to contractors. All rights granted to any contractor terminate immediately upon conclusion of the services rendered to Client that gives rise to such right. Upon termination of such rights, contractor must immediately cease all use of the Granicus Products, un-install and destroy all confidential or proprietary Granicus information in its possession, and Client must certify its compliance with this section in writing upon Granicus' request.
- 2.2.4. Content.** "Content" means text, data, graphics, personal information or any other material: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform services; or (iii) uploaded into Granicus Products for use by Client or end users of the Granicus Products. Client can only use Granicus Products to share Content that is created by or owned by Client and/or Content for affiliated organizations provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for other organizations that do not have a separate license to a Granicus Product. Granicus is not responsible for any Content used, uploaded or migrated by Client or any third party.
- 2.2.5. Advertising.** Granicus Products will not be used to promote products or services available for sale through Client or any third party without Granicus' prior written consent. Upon Granicus' request, Client will provide a copy of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products for Granicus review prior to granting such approval.
- 2.2.6. Granicus Subscriber Information for Communications Cloud Suite only**
- 2.2.6.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any personal information.
- 2.2.6.2.** Granicus will not disclose Direct Subscriber data except as required by law, or to third parties solely as necessary to operate the Granicus Products.
- 2.2.6.3.** Data generated by use of the Granicus Products, including system data and data derived from Content in an aggregated and anonymized form is not Direct Subscriber data and may be used by Granicus for its business purposes including product improvements and development, subject to any applicable laws governing the use and disclosure of such data.
- 2.2.6.4. Data Obtained through the Granicus Advanced Network**
- 2.2.6.4.1.** Communications Cloud, a Granicus Product, offers Direct Subscribers the opportunity to subscribe to digital communications offered by other Granicus clients (the "Advanced Network"). When a Direct Subscriber registers on the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

2.2.6.4.2. Network Subscribers are not Direct Subscribers and are only available for use while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of Client's subscription, and Client must delete all information related to Network Subscribers within fifteen (15) days of expiration or termination of Client's access to the Advanced Network. Client is permitted to send an email inviting Network Subscribers to subscribe to updates directly from Client in the last ten (10) days of Client's subscription term. Network Subscribers that do not engage with Client directly will not be included in any subscriber list provided to Client upon conclusion of Client's subscription.

2.3. Restrictions. Client will not:

- 2.3.1.** Use or permit any end user to use the Granicus Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Granicus Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Granicus Products to make unauthorized entry into any other device accessible via the network or Granicus Products;
 - 2.3.2.** Use the Granicus Products as a door or signpost to another server;
 - 2.3.3.** Disassemble, decompile, reverse engineer or make derivative works of the Granicus Products;
 - 2.3.4.** Rent, lease, lend, or host the Granicus Products to or for any third party, or disclose the Granicus Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;
 - 2.3.5.** Use the Granicus Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied parties prohibitions; or
 - 2.3.6.** Modify, adapt, or use the Granicus Products to develop any software application intended for resale which uses or competes with the Granicus Products in whole or in part.
- 2.4. Client Feedback.** Granicus may use any suggestion, enhancement request, recommendation, correction or other feedback provided by Client relating to the Granicus Products or use thereof without need for permission or consent or the payment of fees or attribution to Client.

3. Payment

- 3.1. Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus may suspend Client's access to any Granicus Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable value-added tax (VAT), which, if any, will be included in the invoice.
- 3.2. Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable.
- 3.3. Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order

information will not relieve Client of its obligations to provide payment in accordance with this section.

- 3.4. Price Increases.** Subject to any prices separately negotiated by the parties, Granicus will provide notice of price increases at least thirty (30) days prior to the end of the current Term, which will become effective as of the next Renewal Term. Price increases will not exceed ten percent (10%) over the prior annual Term's fees.

4. Representations, Warranties and Disclaimers

- 4.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 4.2. Warranties.** Granicus warrants that it has the rights necessary to grant to Client the license granted in this Agreement, and that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.
- 4.3.** Client represents and warrants that all Content is owned or properly licensed by Client for use with the Granicus Products or services provided under this Agreement, and that the Content does not infringe or misappropriate the intellectual property, privacy, moral or other rights of any third party.
- 4.4. Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION 4, THE GRANICUS PRODUCTS ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

5. Confidential Information

- 5.1. Confidential Information.** It is expected that one party (Disclosing Party) may disclose to the other party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information will include: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

- (a) Subject to applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (a) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not use any Confidential Information for any purpose other than in performance of this Agreement; (d) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) exercise at least the same standard of care and security to protect the confidentiality of the Confidential

Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

- (b) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

5.2. Exceptions. Confidential Information will not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

5.3. Storage and Sending. If Granicus Products will be used to store or send Confidential Information, Client will notify Granicus in writing, in advance of the storage or sending. If Client provides such notice, Client will ensure that Confidential Information is stored behind a secure firewall and that Granicus Products be used only to notify people of updates to the information, but that accessing the Confidential Information is permitted only after authentication and access through the secure firewall managed by Client.

5.4. Return of Confidential Information. Each Receiving Party will return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement, and may retain archival copies in strict confidence in accordance with Receiving Party's standard document retention policies for the duration of any retention requirements.

5.5. Disclosing Party may be irreparably damaged if the obligations under this Section 5 are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this Section 5 or any other appropriate equitable order or decree.

6. Term and Termination

6.1. Agreement Term. This Agreement will begin on the Effective Date and continue in effect until all Orders and SOWs are expired or terminated unless otherwise terminated as provided in this Section 6. The initial term of each Order or SOW will be as specified therein (the "**Initial Term**") and will automatically renew for additional one (1) year terms unless otherwise terminated as set forth below (each, a "**Renewal Term**"), the Initial Term and all Renewal Terms being the "**Term**".

6.2. Termination. Either party may terminate this Agreement or any Order or SOW by written notice to the other party if the other party materially breaches this Agreement or applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or such other time as agreed to in writing by the parties. Orders and SOWs may be terminated at the end of the Initial Term or each Renewal Term with ninety (90) days prior written notice to the other party.

- 6.3. Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Granicus Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due and owing to Granicus under all Orders and SOWs; and (iii) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing.
- 6.4. Survival.** Sections 4 (Representations, Warranties and Disclaimers), 5 (Confidential Information), 6 (Term and Termination), 7 (Limitation of Liability), 9.11 (Choice of Law and Jurisdiction) and any other section that by its nature is intended to survive termination of this Agreement will survive and continue in full force and effect.

7. Limitation of Liability

- 7.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL GRANICUS BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 2.3 OR OBLIGATION TO PAY FEES DUE, EACH PARTY'S TOTAL LIABILITY, IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY ORDER OR SOW HERETO, WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

8. Indemnification

- 8.1. Indemnification by Granicus.** Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Granicus Products as delivered to Client and when used in accordance with this Agreement and the applicable SOW or Order infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").
- 8.2.** Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.
- 8.3.** If the Granicus Products are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Granicus Products may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Granicus Products with non-infringing functional equivalents; (ii) modify the affected Granicus Products to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected

Granicus Product and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW Term.

- 8.4.** Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Granicus Products with non-Granicus software or data; or (iv) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products other than in accordance with this Agreement. This section 8 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9. General

- 9.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 9.2. Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations.
- 9.3. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.
- 9.4. Amendments.** This Agreement may only be amended or modified by a written instrument signed by authorized representatives of both Parties.
- 9.5. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 9.6. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.
- 9.7. No Third-Party Beneficiaries.** Subject to Section 9.7 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 9.8. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the

receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

- 9.9. Force Majeure.** Any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 9.10. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, MN.
- 9.11. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Any conflict between the Agreement and any other documents will be resolved in the following order: (i) this Agreement; (ii) Orders and SOWs; (iii) Granicus' response to Client's request for RFI, RFP, RFQ (if this Agreement results from such solicitation); and (iv) Client's RFI, RFP, RFQ, or other solicitation. Any pre-printed or standard terms on any purchase order or ordering document issued by Client are hereby expressly disclaimed and do not apply.
- 9.12. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

EXHIBIT A-THIRD PARTY TERMS

ClearCaster Terms & Conditions

The ClearCaster products are subject to the following terms:

Permitted Use. Granicus hereby grants during each Order Term or as otherwise specified in the Order, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the ClearCaster products to the extent allowed in the relevant Order (collectively the “Permitted Use”). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the ClearCaster products up to the levels limited in the applicable Order.

Data Sources. Data uploaded into ClearCaster products must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into the ClearCaster products without Granicus’ written permission and professional services support for list cleansing.

Passwords. Passwords are not transferable to any third party. Customer is responsible for keeping all passwords secure and all use of the the ClearCaster products accessed through Customer’s passwords.

Content. Customer can only use the ClearCaster products to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.

Disclaimers. Any text, data, graphics, or any other material displayed or published on Customer’s website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

Advertising. The ClearCaster products shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through the ClearCaster products prior to approving the presence of Advertising within the ClearCaster products.

Restrictions. Customer shall not:

- Misuse any Granicus resources or the ClearCaster products or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus customers;

- Customer must not use the Granicus products, services or the ClearCaster products in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- Customer must not use the services or ClearCaster products as a door or signpost to another server.
- Access or use any portion of the ClearCaster products, except as expressly allowed by this Order;
- Copy, distribute, sublicense, or otherwise share, software provided on the ClearCaster products;
- Disassemble, decompile, or otherwise reverse engineer all or any portion of the ClearCaster products; or add or remove software on the ClearCaster products without Granicus consent;
- Use the ClearCaster products for any unlawful purposes;
- Export or allow access to the ClearCaster products in violation of U.S. laws or regulations;
- Except as expressly permitted in this Order, subcontract, disclose, rent, or lease the ClearCaster products, or any portion thereof, for third party use; or
- Modify, adapt, or use the ClearCaster products to develop any software application intended for resale which uses the ClearCaster products in whole or in part.

Customer Feedback. Customer assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the ClearCaster products. Granicus may use such submissions as it deems appropriate in its sole discretion.

Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the ClearCaster products, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

License to Content; Access. Customer hereby grants Granicus and its vendors a limited right and license to view, access, use, modify, adapt, reproduce, transmit, distribute, display, and disclose Content for the sole purpose of providing the ClearCaster products. Customer agrees that Granicus and its vendors may remotely access the ClearCaster products for the sole purpose of providing Granicus products and services, and the ClearCaster products.

Warranties and Disclaimers. The ClearCaster products are provided "AS IS" and as available. EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER GRANICUS NOR ITS SUPPLIERS WARRANT THAT THE CLEARCASTER PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS NOR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

Notwithstanding the foregoing and subject to payment of all applicable fees, Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Granicus, LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 01-115, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Software and SaaS Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ Term of Agreement

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ Fees and Reporting

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

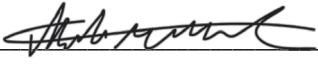
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273
Houston, TX 77270

Signature: 

Date: December 8, 2020

Vendor:

Granicus, LLC

Name: Spencer Lasley

Title: Contracts Manager

Address: 408 St. Peter Street, Suite 600
St. Paul, MN 55102

Signature: 
DocuSigned by: E6E7D02A3785498...

Date: 11/06/2020



Tab 3 – Vendor Questionnaire

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

- ◆ States Covered
 - Bidder must indicate any and all states where products and services can be offered.
 - Please indicate the price co-efficient for each state if it varies.
- ☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)
 - ☐ Alabama
 - ☐ Alaska
 - ☐ Arizona
 - ☐ Arkansas
 - ☐ California
 - ☐ Colorado
 - ☐ Connecticut
 - ☐ Delaware
 - ☐ District of Columbia
 - ☐ Florida
 - ☐ Georgia
 - ☐ Hawaii
 - ☐ Idaho
 - ☐ Illinois
 - ☐ Indiana
 - ☐ Iowa
 - ☐ Kansas
 - ☐ Kentucky
 - ☐ Louisiana
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 - ☐ Nebraska
 - ☐ Nevada
 - ☐ New Hampshire
 - ☐ New Jersey
 - ☐ New Mexico
 - ☐ New York
 - ☐ North Carolina
 - ☐ North Dakota
 - ☐ Ohio
 - ☐ Oklahoma
 - ☐ Oregon
 - ☐ Pennsylvania
 - ☐ Rhode Island
 - ☐ South Carolina
 - ☐ South Dakota
 - ☐ Tennessee
 - ☐ Texas
 - ☐ Utah
 - ☐ Vermont
 - ☐ Virginia
 - ☐ Washington
 - ☐ West Virginia
 - ☐ Wisconsin
 - ☐ Wyoming



☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE ☐
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB ☐

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Saint Paul, State of MN

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Manufacturer Direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: _____ |

◆ **Processing Information**

➤ Provide company contact information for the following:

- Sales Reports / Accounts Payable

Contact Person: Rebecca Cromar

Title: Accounts Receivable Manager

Company: Granicus, LLC

Address: 408 St Peter St, Suite 600

City: Saint Paul State: Minnesota Zip: 55102

Phone: 800-314-0147 Email: AR@granicus.com



- Purchase Orders
Contact Person: Jessica Yang
Title: Manager of Business and Contracts
Company: Granicus, LLC
Address: 408 St Peter St, Suite 600
City: Saint Paul State: Minnesota Zip: 55102
Phone: 800-314-0147 Email: bizcon@granicus.com
- Sales and Marketing
Contact Person: info@granicus.com
Title: Information - General
Company: Granicus, LLC
Address: 408 St Peter St, Suite 600
City: Saint Paul State: Minnesota Zip: 55102
Phone: 800-314-0147 Email: info@granicus.com

- ◆ Pricing Information
 - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
☒ Yes ☐ No
 - Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
☒ Yes ☐ No
 - Vendor will provide additional discounts for purchase of a guaranteed quantity.
☐ Yes ☒ No

- ◆ Cooperatives
 - List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Granicus is a privately owned company and does not share information about its other vendors.



Tab 4 - Vendor Profile

Company's official registered name.

Granicus, LLC

Brief history of your company, including the year it was established.

Granicus provides technology and services that empowers government organizations to create seamless digital experiences for the people they serve. Offering the industry's leading cloud-based solutions for communications, content management, meeting and agenda management, and digital services to more than 4,500 public sector organizations, Granicus helps turn government missions into quantifiable realities.

Granicus was founded in 1999 and acquired Vision in 2018, the national leader in government website design, development and hosting. Granicus has continued to grow and expand our platform of digital, civic engagement products detailed in this RFP.

Company's Dun & Bradstreet (D&B) number.

DUNS: 12-910-6469

Company's organizational chart of those individuals that would be involved in the contract.

Depending on which products are chosen for purchase, the agencies involved could work with any number of different departments and people within Granicus. Below are just a few of the people you may work with in Granicus.

- **Executives** – Our leadership team guides the entire company to do what is best for our clients. Each week the leadership team reviews client satisfaction survey results and discusses any proactive actions that need to be taken. Our leadership team also brings years of experience across government, software, design and technology industries to the table.
- **Certified Experts** – Our certified experts are passionate about helping you deliver a superior digital customer experience, which is why we are constantly learning new and better ways of doing things. Many of our team members hold the following certifications: NN/g certified User Experience Specialist, Web Graphic Design certified, WebAIM WCAG 2.0 educated, Network, and CCNA certified.



- **Project Managers and Customer Support** – Our project managers and customer support team are fanatical about your success and will go above and beyond to support you.

Corporate office location.

Denver, CO

1999 Broadway, Suite 3600
Denver, Colorado 80202
Phone: 800-314-0147

List the number of sales and services offices for states being bid in solicitation.

Granicus has three primary offices in the US and one in the UK. The US offices are in Denver, CO, St. Paul, MN and Washington, DC. Additionally, Granicus' 600+ employees work remotely throughout the globe to provide our customers with local service.

List the names of key contacts at each with title, address, phone and e-mail address.

Sam Morton
Vice President of Sales
Denver, CO
1999 Broadway, Suite 3600
Denver, Colorado 80202
Phone: 303-521-0052
Email: sam.morton@granicus.com

Define your standard terms of payment.

Net 30

Who is your competition in the marketplace?

Granicus has a large platform of civil engagement. For that reason, we have a large group of competitors both large and small. Our major competitors include Salesforce, AWS, Oracle, Adobe, MailChimp, Constant Contact, Civic Plus, Open Source, MS Dynamics, PayIt and NIC.



Provide Annual Sales for last 3 years broken out into the following categories:

Cities / Counties

K-12

Higher Education

Other government agencies or nonprofit organizations

This information is not available. Granicus is a privately held company, and as such we cannot share our long-term strategic plans or detailed financial information. However, we are continuously improving and expanding our products through customer feedback and industry analysis. We have over 4,200 public sector clients and maintain a high retention rate, so you can rest assured that we are financially sound now, and for the foreseeable future. Granicus has been operating since 1999 and has not filed for bankruptcy or had any interruptions in operations due to financial issues. We are also backed by Vista Equity Partners.

What differentiates your company from competitors?

Granicus provides an integrated platform that empowers government organizations to create better lives for the people they serve. By offering the industry's leading cloud-based solutions for communications, meeting and agenda management, and digital services to more than 4,500 government customers, Granicus helps turn government missions into quantifiable realities. Granicus products connect more than 200 million people, creating a powerful network to enhance government transparency and citizen engagement. By optimizing decision-making processes, Granicus helps government realize better outcomes and have a greater impact for the citizens they serve.

Customer Service

Simply saying we're dedicated to client satisfaction isn't enough. It's our relentless focus, and one that we measure. In fact, across all of our client implementations over the past three years, our average client satisfaction rating is 9 on a 10-point scale.

At Granicus, anything less than the best for our clients is unacceptable.




Granicus Network

The Granicus Network is one of the most powerful and unique capabilities that organizations using Granicus Communications Cloud can leverage to reach the maximum number of people. With the Granicus Network, organizations are able to cross-promote their subscription content on the websites of other similar



government organizations. The Network currently supports over 5,000 of these cross-promotional partnerships for more than 1,000 organizations.

Granicus is the only digital communications platform exclusively for government

Promote & Transform Services	Enhance Public Awareness	Improve Citizen Involvement
Accelerate and streamline usage of your services. More purchases, enrollments, and attendees require embracing the digital world. Communications form an essential part of a winning strategy.	Inform and engage your audience to drive changes in behavior. Public awareness is about more than just distributing news. It's about getting the right information to the right audience at the right time.	People volunteer, participate, and donate. It's not just about more involvement, it's about involving people in a way that improves the work you do for citizens.
		

Describe how your company will market this contract if awarded.

If awarded the NCPA contract – Granicus will perform the following marketing actions:

- 1) Conduct a customer and prospect facing webinar to the current 3,000+ city/county customers and over 55,000 eligible prospects
- 2) Full training of the 80+ sales personnel and resellers (CDW, SHI, Carahsoft, etc.) on how to proactively utilize the contract in the selling, quoting, and fulfillment processes
- 3) Build collateral and branding to be utilized at trade shows (50+ each year)
- 4) Utilize best practices from other NCPA partners – especially those who do not have competing solutions



Describe how you intend to introduce NCPA to your company.

Granicus has 2 full time trainers who work closely with sales leadership for execution of go to market strategies and plans. This team will be responsible to train sales personnel on how to proactively propose the NCPA program. In addition – sales leadership will work with sales operations for execution of all procedures for quoting and reporting requirements. In addition – Sales leadership will collaborate with marketing to develop demand generating, co-branding, and market awareness campaigns and programs

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

As a provider of services that range in complexity and volume of use, Granicus does not have an on-line catalog. Each opportunity is individually researched through discovery and interviews to create a mutually agreeable price per service/product.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Customer Support and Maintenance

The Granicus Customer Support Team is focused around a single common mission: provide our clients with high quality, responsive support across all of our product families. We are a diverse team of dedicated professionals driven by the mission and call to public service who strive to be on the cutting edge of technology and innovation.

Philosophy and Team Credentials

Teachers, public servants, musicians...this is just a sampling of the kinds of folks who embody the Granicus support organization. Despite our diverse backgrounds - we are all focused on one mission: to provide highly responsive world-class support to our local, state and federal clients.

We employ a large and distributed team of support representatives, senior representatives and team leads across the U.S. and the U.K. with our primary locations in Denver, Colorado and St. Paul, MN. In addition to our standard product training, all of our GovMeetings representatives undergo an intensive training process that includes an introduction to Robert's Rules of Order, the local legislative process, key state and local considerations (e.g. The Brown Act, Section 508 Compliance etc.) and technology-specific training.



We also employ a host of tools and systems that enable our team to better support our customers, including skill-based call routing, a centralized ticketing system, a robust knowledge base, remote support and desktop tools, and 24/7 monitoring of our cloud-based infrastructure.

Our Team



Ernie Granillo

Director of
Customer Support

Ernie started his career as an intern for the U.S. Department of Justice as a high school student in San Diego. Coming from a family of law enforcement, educators and military, Ernie continued his career as a programmer at the IT department of his alma mater, UC Riverside. Eventually making his way up to Oakland, C.A., Ernie joined the strategic communications and marketing department for the UC Office of the President where he oversaw all web and digital communications for over 200,000 UC employees and retirees. Ernie has been with Granicus since 2012 and now resides in Denver with his wife and son.



Travis Kozik

Senior Customer
Support Engineer

Travis started his career in customer service while attending Film School. Travis's skills would eventually take him to Netflix, where he would work as a technical support representative and work his way up to running his own team. Travis joined Granicus with the goal of further honing his technical skills and has been with the company since 2016. Travis works out of Denver where he lives with his wife and 7 children.

Contacting our Support Organization

Regular Support Hours (Phone, Email, Chat):
Monday-Friday, 9AM EST – 9pm EST

Urgent After-Hours Support is also available 24/7 800.314.0147

Extended Live Meeting and Video Streaming Support (Phone, Email):
Monday-Friday 9PM EST - Midnight

Phone:
(800) 314-0147 (US)

Granicus Support Portal - [Support.Granicus.com](https://support.granicus.com)



The Granicus support portal is your 24/7 resource for user guides, knowledge base articles and training videos for all of our product offerings. Additionally - our users can sign up for weekly webinars/how-to sessions led by our support and services team. Users can also initiate a chat session with a live support agent during our standard business hours.

Granicus System Status

Granicus customers can opt-in to receive email and or SMS text alerts to our online status page (status.granicus.com) that provides real-time information around product releases, service disruptions and outages for all of our products. Granicus support and engineering provides for 24/7 response and monitoring of all cloud-based systems and software.

SUPPORT SERVICE LEVELS AND PRIORITY LEVELS

Granicus is dedicated to providing the highest levels of support to our customers. To ensure that each support case is handled efficiently, we commit to the below service levels.

PRIORITY 1: EMERGENCY

Initial response: Within at least one hour

Severe application problem that causes productivity to cease for a large number of staff or complete loss of service to either website or intranet (application-related site outage).

Examples:

- Web server is running but application is non- functional
- SQL-server errors not related to hardware

PRIORITY 2: HIGH

Initial response: Within at least four business hours

Application or service is degraded but is available. A work-around is possible or a brief loss of service is acceptable. Impacts only a small group or causes work to cease for an individual staff member.

Example:

- Granicus site is operational but search, calendar or other modular functionality is impaired
- Application is operational but bulletin sending is disrupted

PRIORITY 3: MEDIUM



Initial response: Within at least one business day

Moderate business impact; issues have affected productivity. A work-around may exist or the problem is for a non-business-critical task.

Examples:

- File attachments won't upload
- Text is not rendering correctly
- Bulletins are sending but sending not as quickly as expected or with higher than usual bounce rates

PRIORITY 4: LOW

Initial response: Within at least three business days

Limited business impact. Requests can be scheduled.

Examples:

- Programmatic change to back-end or front-end to improve efficiency
- Distribution of all patches and upgrade

Security Overview

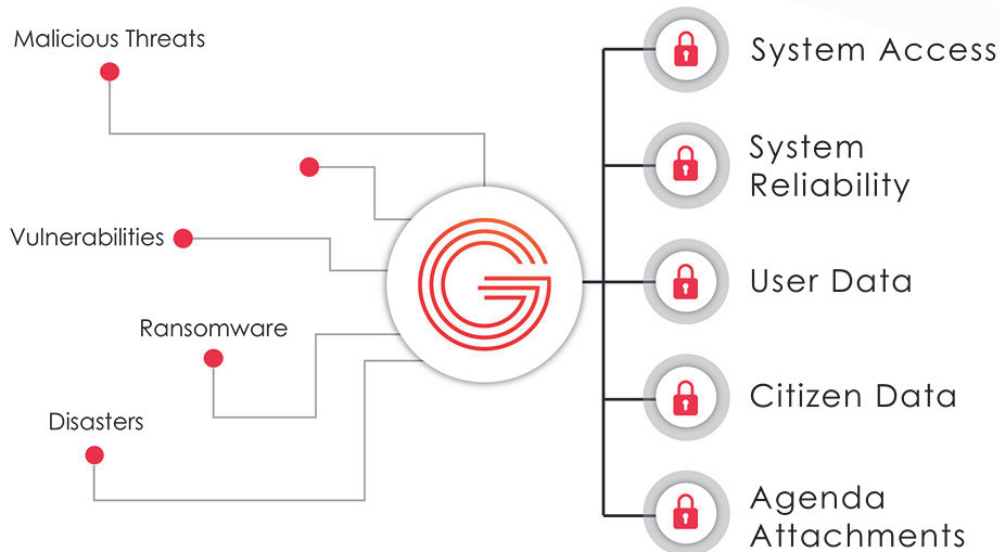
Your data and application reliability is of paramount importance. As an organization, Granicus invests heavily in data protection, infrastructure and security. To that end, Granicus views the National Institute of Standards and Technology (NIST) Special Publication ST 800-53rev4 as the gold standard for security controls, particularly the Moderate data designation established under the Federal Information Protection Standards (FIPS.)

All our products are hosted entirely within the Continental United States, by reliable cloud providers. In addition to hosting in Amazon Web Services (AWS) Elastic Compute Cloud and Microsoft Azure, Granicus's datacenter provider QTS maintains two datacenters certified as Tier III by the [Uptime Institute](#). These applications are maintained by a robust team of over 50 engineers led by our Vice President of Cloud Operations.

But security is more than hosting – personnel represent the single largest security vulnerability in an organization. All Granicus employees must pass a background check upon hire and are re-screened every five years as required to maintain the FedRAMP authorization for Granicus's govDelivery application. In addition, all employees participate in annual privacy and security training facilitated by Granicus's Information System Security Officer.



Granicus understands the impact of disruption and takes the necessary steps, in our infrastructure design and scale, to ensure the availability of your applications when you need them. Data in those applications is encrypted at rest and in transit using FIPS 140-2 validated encryption methods. The remainder of the suite



is hosted in Amazon Web Services and all backups (from every application) are replicated to AWS datacenters.

Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Granicus provides mostly SaaS and PaaS products hosted through partners. For that reason, we do not have a Green Initiative in place. However, Granicus' is acutely aware of our carbon footprint. Our corporate office is housed in a building with Gold Standards and Green Policies.

Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with



jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

- [ISO27001 Certification](#)
- [FedRAMP Authorized](#) • [ISO27001 certified](#)
- [SOC 2 \(SSAE 16\) certified](#)



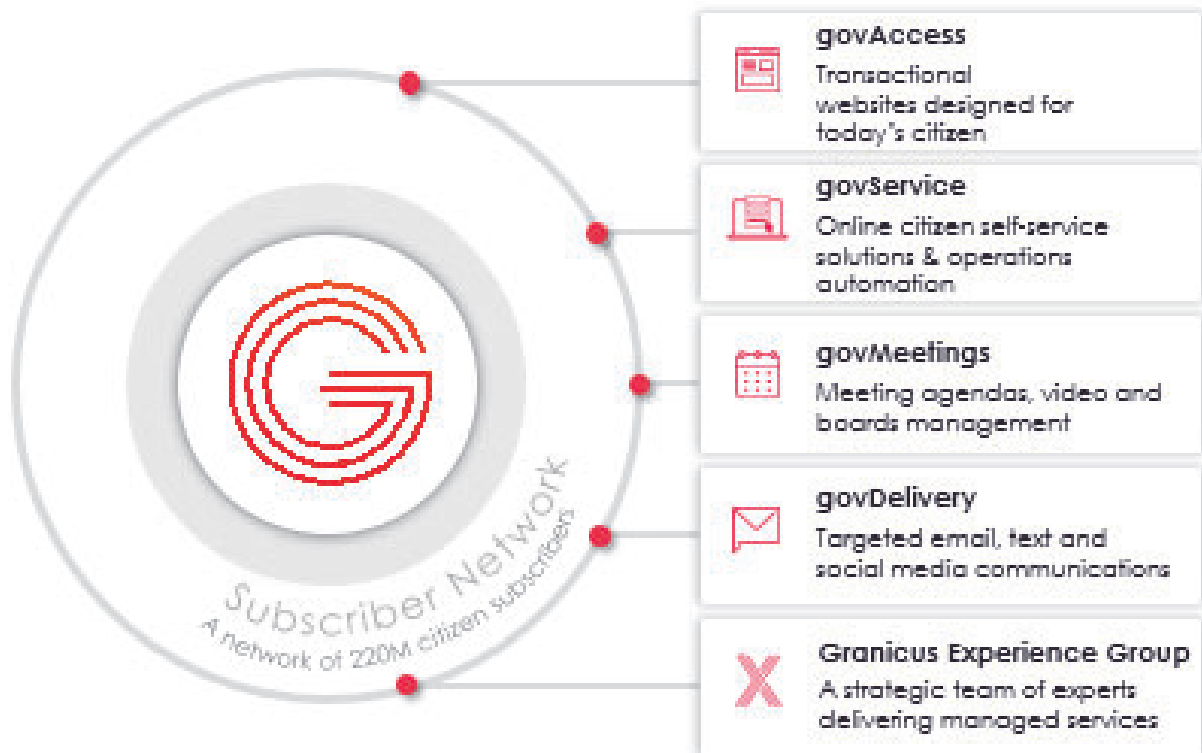
Tab 5 – Product and Services/Scope

Granicus will be responding to the following Products/Services:

SaaS

- Cloud Based Applications
- Citizen and Resident Engagement
- Meeting Automation
- Website Design
- Communication Tools
- Online Transactions
- Software Asset Management & Compliance

Granicus is the sole manufacturer of these Products.





GRANICUS CIVIC ENGAGEMENT PLATFORM

Granicus Civic Engagement Platform

Connecting People & Government

Cloud-Based Solutions for Government Innovators



TRUSTED PARTNER:

4,500+

government agencies have chosen to partner with Granicus to power their digital transformation.

“Investing in Granicus was a game changer. Now, we connect with people in need and as a result see at least a 4x return on our investment.”

– Sean Bennett, Director of Marketing & Outreach, Making Home Affordable

It's Time to Reimagine Our Connections

At Granicus, we believe that the key to improving our communities is transforming the way governments connect and interact with their residents. To do that, governments need a new generation of tools that deliver a superior community experience — increasing civic participation, fostering transparency and accountability, and building trust with your residents.

That's why we developed the first and only unified Civic Engagement Platform — purpose-built for government, our seamless digital solutions help governments actively reach, inform, engage, and serve citizens for a better civic experience.

The Granicus Difference

- **Platform of unified solutions**, designed to support government workflows and processes with no- or low-code integrations
- **Market leading, established partner to the public sector** with over 30+ years of experience gained from working exclusively with government organizations
- **Product capabilities designed to meet government needs**, enabling federated content creation and flexibility to configure based on unique workflow requirements
- **Security-first mindset**, adhering to Federal-grade security and compliance standards, like NIST and FedRAMP
- **Subscriber Network of over 200M citizens** opted-in to receive pertinent government communications, expanding your reach and impact
- **Cloud-based scalability & continually evolving solutions**, driven by continuous investment, customer recommendations, and team of over 600 developers



For more information, visit granicus.com or email us at info@granicus.com.



Granicus Civic Engagement Platform

OUR IMPACT

Partnerships that span all levels of government.

- Serving 400+ Federal agencies, 15 cabinet level agencies with FedRAMP authorized software powering 10K emails per second and 10B messages every year.
- Helping over 500 State Governments reach program objectives, with 98% deliverability rate of digital messages.
- Providing tools to over 2,500 Local Governments, including 48 of the 50 largest cities, 200 Special Districts, 450 Counties, and 250 School Districts.
- Supporting digital service delivery and omni-channel communications efforts of over 200 UK government organizations.

ENDURING PARTNERSHIPS

98%

of customers renew their contracts with Granicus each year.

GET INSPIRED

See more customer successes



Platform designed to support you today and tomorrow...



govAccess — Transactional websites designed for today's citizen



govService — Online citizen self-service solutions & operations management



govMeetings — Meeting agendas, video, and board management



govDelivery — Targeted email, text and social media communications



govRecords — Paperless records management

...with professional expertise and unparalleled citizen reach.



Granicus Experience Group (GXG) — In-house strategists, analysts, communications, and Granicus technology experts ready to help build better customer experiences, and get more value out of your Granicus technology.



Granicus Implementation Services — Get up and running quickly partnering with our team of experts.



Granicus Subscriber Network — Opt-in citizen database + proprietary recommendation engine designed to rapidly expand digital community membership & drive citizen engagement.

About Granicus: More than 4,200 government agencies use Granicus to modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens on the first unified civic engagement platform for government.



For more information, visit granicus.com or email us at info@granicus.com.

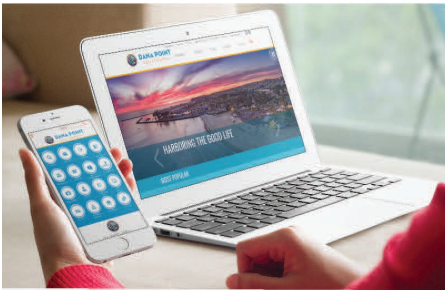


GOVACCESS

govAccess

Citizen-first Websites That Work

Research-Based, Results-Driven Website Solutions for Government



IMPROVE CITIZEN EXPERIENCE

91%

Government organizations state that their website strategy is extremely or very important to their overall communications strategy.

“ I love working with Granicus because the CMS always evolves to meet the changing dynamics of government. They never settle and always strive to deliver the best technology in the market.”

- Anthony Wilson, Public Information Officer, San Angelo, TX

The Challenge

Your website is often the first point of engagement for constituents searching for information on services, events, and more. But are they finding what they need quickly? Are they having a positive experience? For teams working on government websites, it can be difficult to know which pages to update, how to modernize for mobile devices, and what needs to be done to meet modern security and accessibility requirements.

What If You Could...

- ✓ **Make information and services easy to find** to drive more visitor based revenue to your community?
- ✓ **Save time on content updates** by empowering staff at all levels?
- ✓ **Drive revenue growth** by enabling your website for trusted, secure payments?
- ✓ **Be completely confident** that your website meets modern security, design, and compliance best practices?

govAccess: For Government Efficiency & Citizen Satisfaction

Designed by industry experts and informed by in-depth research, govAccess websites deliver an unequaled balance of efficiency, design, and accessibility that modern governments need. The govAccess solution not only provides rich, easy to manage CMS tooling, it's also purpose-built for government. Additionally, our Granicus design experts are with you every step of the way to remove guesswork, get results, and ultimately create positive, engaging experiences for residents & visitors.



For more information, visit granicus.com/solution/govaccess or email us at info@granicus.com.



govAccess

GOVACCESS FEATURES

Tools to Meet Rising Expectations

- Site Search
- Email Notifications
- Mobile Designer
- Social Media Campaigns
- Form Builder with Payments
- 100+ Other Dynamic Modules

Technology Built for Government

- ADA/WCAG Compliance
- Embedded Training & Support
- Webmaster Tools
- Administrative Management
- 3rd Party Integrations
- Digital Asset Management
- Reports and Analytics

A Platform to Grow With You

- Subsites & Microsites
- Design Studio
- Content-as-a-Service
- CDN by Akamai
- Tier III Data Center
- Two-factor Authentication

GET INSPIRED

See more customer successes



With govAccess You Can...

- ✓ **Align your website to the citizen journey** to increase citizen satisfaction and reduce call-ins.
- ✓ **Draw on experts of government website design** whose knowledge translates to faster delivery and better outcomes.
- ✓ **Eliminate costly contractors and lengthy redesigns** with web tools designed for any skill level.
- ✓ **Get federal-grade security and hosting** to ensure a high percentage of uptime and dependable disaster recovery practices.

Customer Success



Olathe, Kansas, takes pride in transparency and data-driven decision making. After working with experts at govAccess, they turned their website into a virtual city hall. Citizens are better informed and city departments have improved efficiency.



12%

direct traffic
increase



136%

visitor
increase



51%

mobile
users

“ govAccess helped us simplify our website content to make it easily consumable for citizens.”

– Ed Foley, Management and Budget Services, Olathe, KS

About Granicus: More than 4,200 government agencies use Granicus to modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens on the first unified civic engagement platform for government.



For more information, visit granicus.com/solution/govaccess or email us at info@granicus.com.

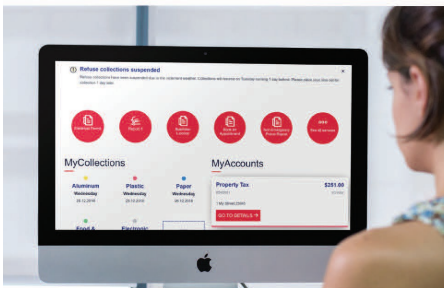


GOVSERVICE

govService

Simplify Service Delivery

Online Citizen Self-Service Solutions & Operations Automation



STREAMLINE SERVICES:

80% Fewer

Walk-ins after switching to online services.

“ We wanted to replace our CRM and forms solution. Granicus was the leader with the right solution and price. The product is easy. The company is helpful. The best part of govService? Flexibility — there are so many different things we can do with it. ”

– Huw Ap Dewi, Digital Projects Office, Wrexham

The Challenge

Service delivery is a core function across all levels of government — from filling potholes to distributing critical benefits. But, for those requesting and fulfilling these services, the process is demanding. For government, the back-end procedures for completing a request are often tedious and costly. For citizens, getting through the labyrinth of inconsistent, paper-based workflows is frustrating (and often requires assistance). At best, the experience chips away at a citizen's positive attitude toward their government. At worst, government directs time and money toward unnecessary manual processes.

What If You Could...

- ✓ **Make it easier for citizens** to pay bills, apply for jobs, pay parking tickets, and more?
- ✓ **Make it easier for staff** to handle, track, and deliver inbound service requests?
- ✓ **Elevate productivity** by nearly eliminating the need for in-person visits?
- ✓ **Shrink costs of service delivery** by streamlining internal operations?

Reinvent Citizen-to-Government Interaction With govService

With govService, smart governments are transforming customer service. They're delivering an intuitive online citizen self-service experience while automating back-office operations to simplify workflow management of inbound requests. Advanced APIs can connect to existing systems, seamlessly empowering government organizations to modernize service delivery. At the same time, citizens get the digital accessibility they want — online, on any device, on their own time.



For more information, visit granicus.com/solution/govservice or email us at info@granicus.com.



govService

With govService You Can...

- ✓ **Modernize to digital service delivery** easily by connecting existing technology to ready-made integrations.
- ✓ **Streamline customer service** by letting citizens complete common tasks online and on their own time.
- ✓ **Spend less time managing inbound requests** with customizable workflows that support multiple departments and offices.
- ✓ **Keep staff and citizens informed of status** — start to finish — through automatically tracked transactions.

“With our previous vendor, we had only 10,000 online self-service accounts. But with Granicus, we’re seeing a dramatic increase — adding over 500 more a month. It’s now much easier for citizens to transact.”

— Huw Ap Dewi, Digital Projects Office, Wrexham

GET INSPIRED
See more customer successes



Time-Saving Integrations

Take advantage of these ready-made digital services from govService. Each comes fully supported with workflow solutions that facilitate collaboration among departments, teams, and front and back offices. Below, a list of most-popular services.

Bookings / Appointments

- Book an Appointment
- Picnic Area Reservation

Code Enforcement and Permits

- Driveway Permit Application
- Plumbing Permit Application
- Public Right-of-Way Permit Application
- HVAC Permit Application
- Property or Building Complaint
- Sewer Permit Application
- Special Event Permit
- Yard Sale Permit
- Short-term Rental (STR)
- Fishing Permit Application
- Apply for a Construction Permit
- Bulky Item Pick Up
- Park Vendor Permit

Pet License and Registration

FOIA Request Tracking and Management

Business Licensing

- Business License Application
- Business License Tax Certificate

Make a Payment

- Parking tickets
- Utility bills

Public Records

- Birth and Death Certificate Request
- Change of Address
- Contact the Office of the City Clerk
- Public / Court Records Request
- Marriage License Application
- Tax Return Request

Report It / Report an Issue

- 311 Request Tracking and Management
- Formal Personnel Complaint
- Discrimination Claim

About Granicus: More than 4,200 government agencies have chosen Granicus to modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens for a better civic experience.



For more information, visit granicus.com/solution/govservice or email us at info@granicus.com.



GOVMEETINGS

govMeetings

Make Meetings Easy

Meeting, Agenda, Video, & Board Management Solutions



INCREASE EFFICIENCY:

600 hours

lost yearly from printing and distributing public meeting agendas.

“ govMeetings took a lot of work off my plate, and it made things clearer for the public. We have enhanced civic engagement, increased transparency, and improved accessibility. ”

– Laura Reams, City Clerk,
Hyattsville, MD

The Challenge

As a clerk or meeting manager, you have many responsibilities. But the public meeting process — preparing, getting approvals, compiling agendas, sharing results, and much more — consumes much of your time. Unable to focus on the work you value most, your day is spent on manual meeting processes that are outdated, inefficient, and costly. Finally, one of your most important audiences, the citizens, struggle to stay informed.

What If You Could...

- ✓ **Reclaim time** to focus on what matters by automating manual meeting processes?
- ✓ **Run meetings effortlessly** by capturing minutes digitally, tracking motions and votes, and streaming video?
- ✓ **Better serve your constituents** by giving them one digital place with everything they need to participate?

Run Perfect Meetings With govMeetings

With govMeetings solutions, you can streamline the entire meeting process. You can dramatically reduce staff time, provide easily accessible meeting information to constituents, and run the perfect meeting. Join over 2,400 other government organizations who use govMeetings to simplify public meetings—start to finish.



For more information, visit granicus.com/solution/govmeetings or email us at info@granicus.com.



govMeetings

FEATURES & SERVICES:

PRE-meeting

Automated preparation

- Simplify Boards and Commissions Management
- Automate agenda creation & approvals
- Collect online citizen feedback

IN-meeting

Streamlined facilitation

- Capture meeting motions & votes
- Live stream & record comprehensive public records
- Go paperless with digital board agendas & meeting materials
- Caption video for ADA accessibility

POST-meeting

Simplified sharing

- Finalize meeting minutes quickly
- Automate publishing to a central web page on your site
- Enable social sharing & notifications

GET INSPIRED

See more customer successes



With govMeetings You Can...

- ✓ **Automate the end-to-end meeting process** — easily build digital agendas, capture in-meeting actions & automatically record minutes into public record.
- ✓ **Improve collaboration and decision-making** with a digital agenda app for board members, including convenient research and annotation capabilities.
- ✓ **Provide a central online meeting location** where citizens can search, find, and review meeting videos, agendas, minutes, and more.
- ✓ **Meet compliance requirements for accessibility and security** by optimizing meeting content for your website.

Customer Success



Instead of losing valuable hours to printing, assembling, and distributing agenda packets, the City of Keene uses govMeetings to increase transparency and save time and resources.



65%

Reduction in time spent fielding meeting inquiries



50%

Reduction in paper waste



90%

Fewer meeting inquiries after change to self-service

“With convenient access to over 3 years of meeting minutes, including video & attachments, Granicus provides a simple public meeting site and useful research tools for our community.”

- Bill Dow - Keene, NH

About Granicus: More than 4,200 government agencies use Granicus to modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens on the first unified civic engagement platform for government.



For more information, visit granicus.com/solution/govmeetings or email us at info@granicus.com.



GOVDELIVERY



Digital communications platform for government

Communications Cloud is a marketing-automation platform that enables government organizations to quickly and easily connect with more constituents. As the only FedRAMP-certified marketing-automation platform, Communications Cloud is the most-secure marketing solution available for public sector organizations.

Craft messages in custom-built branded templates to provide a consistent and familiar experience for audiences across all platforms. Engage citizens with content by sending messages to a specific segment of your audience and save valuable time by crafting a single message and sharing through email, text and social media instantly.

Grow an audience through text-to-subscribe, social media promotion, other government agencies through the GovDelivery Network and by leveraging website traffic with attention-commanding subscription strategies. The simple sign-up process allows constituents to opt into receiving communication on the topics that matter to them, simultaneously allowing your organization to divide constituent subscribers by interests.

Communications Cloud delivers messaging at a higher rate, keeping emails out of spam folders and handling unsubscribes, bounces and inactive emails, allowing communicators to focus on content.

Available reports on open and click-through rates provide insight into message success and allow for continuous improvements to a marketing strategy to make each touch better than the last.

GOVDELIVERY NETWORK

Further build out subscriber lists through cross-promotion opportunities with nearby and related organizations by leveraging the GovDelivery Network, which includes over 1,800 organizations with more than 150 million citizens. With more than 50,000 new people signing up for messages from government through Granicus' solutions every day, organizations using Communications Cloud have increased subscribers by up to 500 percent.



Email, text message and social media communications



Secured with FedRAMP certification



Audience growth opportunities/strategies



Customizable, branded templates



Open, click-through, and bounce rate reporting

For more info visit granicus.com/commscloud or email us at info@granicus.com





ADVANCED PACKAGE FOR COMMUNICATIONS CLOUD

*Improve communications strategy
with advanced marketing
techniques*

- Drive engagement with proven marketing techniques
- Use A/B testing to improve tactics and messaging
- Built-in campaigns welcome and re-engage subscribers
- Dynamic segmentation boosts communication efforts



TARGETED MESSAGING SERVICE

*Automate personalized
messaging*

- Secure API with ReST architecture
- Text, voice and email delivery options
- Delivery status, click and timestamp reporting
- Scalable infrastructure



FEDRAMP & ENHANCED SECURITY

*Government-grade cloud software
protection*

Communications Cloud and associated modules are FedRAMP certified, protecting communication and subscriber data with the highest-available data security certification available. Additionally, opting in to Enhanced Security provides the hands-on guidance, online on-demand training and recommendations for integrating security requirements into existing business processes to make your organization FedRAMP compliant.



CONNECT

*Sync your CRM system with
Communications Cloud*

- Automated customer data sync
- Compatible with Microsoft Dynamics or Salesforce
- Single location for complete contact data
- Advanced Package integration for complex segmentation

For more info visit granicus.com/communications-cloud or email us at info@granicus.com





GRANICUS EXPERIENCE GROUP

Granicus Experience Group (GXG)

The Granicus Experience Group (GXG) is the agency arm of Granicus' larger Professional Services organization. Our human-centered, data-driven approach to communications will help you better understand your audiences and what they need or want to hear from you. We'll use this understanding to sync your communications with your customers' priorities.

What is GxG?

GXG is a cross-functional team of strategists, analysts, communicators, and Granicus technology experts ready to work as an extension of the current teams, partnering with you to stand up new technology solutions and transform your overall customer experience.

GXG is driven to help our public sector clients be more customer experience-centric and get more value out of our technology. Our services fuel digital and organizational transformation year-over-year through our agile, flexible, and repeatable process. We use data and insights to define an optimal communications experience, including considerations for rapid audience growth, then we build and launch that experience, helping you mature your communications and programs over time. GXG will work hand-in-hand with you to develop notifications integrated with strategic multichannel programs



GRANICUS EXPERIENCE GROUP

that inform, educate, and compel your customers to take action.

GXG's team of strategic designers can also facilitate virtual workshops to foster alignment across various teams or departments through a series of design-thinking and brainstorming activities. These workshops can enable ongoing cross-functional knowledge-sharing, problem-solving, program innovation, persona development, journey mapping, and message refinement.

Our multidisciplinary team will focus on maximizing your approach to communications through targeted outreach. Our proven process includes programmatic communications strategies to ensure messaging is tailored based on increasingly deeper audience understanding and segmentation over the course of the engagement. We'll deliver detailed campaign plans, custom content, and regular reporting on the effectiveness of our efforts.

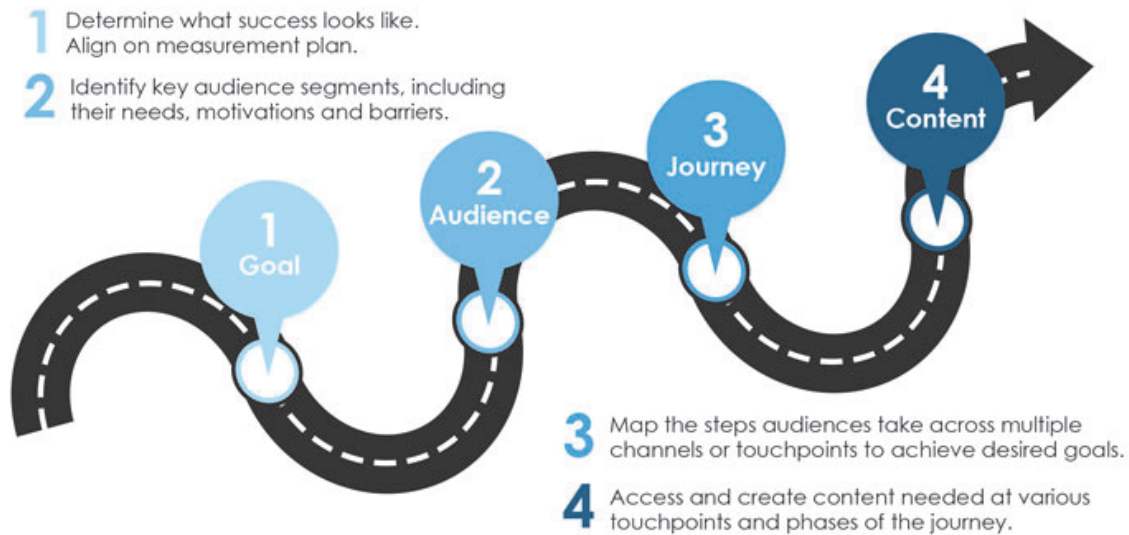
How does it work?

Our human-centered, data-driven approach will help you better understand your audiences and what they need or want to hear from you. We



use this understanding to **sync your digital strategy with your customers' priorities**. Our unique approach breaks down departmental silos and brings together key stakeholders to align on a

singular view of your customers and map out an experience that can achieve better outcomes.



About Granicus: More than 4,200 government agencies have chosen Granicus to modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens for a better civic experience.



For more information, visit granicus.com/solution/govservice or email us at info@granicus.com.



PRODUCT ROADMAP 2020

— 2020 GRANICUS —

PRODUCT ROADMAP

In 2020, Granicus will continue building the leading Civic Engagement Platform by investing in key product developments informed by customer feedback. This year, our roadmap focuses on continuing to enable our products to work together seamlessly and refining our products to make it easier for government employees to get their work done. Our end goal? To help strengthen the connection between people and governments and, ultimately, improve the lives of constituents.

A SINGLE, INTEGRATED PLATFORM

Improve the citizen experience, share data among products, and automate work through the Granicus Civic Engagement Platform.








**This product roadmap represents Granicus' current product direction, but is subject to change.*



INNOVATIVE GOVERNMENT SOLUTIONS

Pioneering technologies that help governments achieve their objectives and better serve their constituents.

 govDelivery	 govMeetings	 govAccess	 govService	 govRecords
<ul style="list-style-type: none"> ✓ Email delivery optimization across all devices. ✓ Subscriber sign-up improvements and welcome campaign enhancements. 	<ul style="list-style-type: none"> ✓ Next generation video solution for public meetings. ✓ Simplified board management with enhancements to board applications and user permissions. 	<ul style="list-style-type: none"> ✓ Pre-built library of landing page designs. ✓ Access to API for advanced CMS customization. 	<ul style="list-style-type: none"> ✓ Citizen mobile app with service request capabilities & push notifications. ✓ Amazon Alexa integration for enhanced citizen access to information. 	<ul style="list-style-type: none"> ✓ Additional integrations with 3rd party eRecording providers.

A MORE PRODUCTIVE DIGITAL GOVERNMENT

Enhanced capabilities that increase back-office efficiency, enabling government operations to accomplish more with fewer resources.

 govDelivery	 govMeetings	 govAccess	 govService	 govRecords
<ul style="list-style-type: none"> ✓ Email send time optimization and device type. ✓ Email call-to-action button creation. 	<ul style="list-style-type: none"> ✓ ADA enhancements across public-facing govMeetings web pages. ✓ Peak Agenda Video Integration allows control of live and on-demand streaming from within Peak agenda. 	<ul style="list-style-type: none"> ✓ Powerful new analytics tools empower content editors to work smarter and more efficiently. 	<ul style="list-style-type: none"> ✓ Hundreds of new pre-built digital services workflows for state and local governments. ✓ Advanced reporting (for a data-driven approach). 	<ul style="list-style-type: none"> ✓ Enhanced payment features with improved financial records and receipts. ✓ System configurability: Document batches, marginal references.



Tab 7 – Pricing

Please see the attached Excel sheet “RFP#39-20 – Pricing – Granicus, LLC” for complete pricing.

- Granicus pricing is developed through deep market analysis and research
- This “not to exceed” pricing is intended as a baseline; however we may review pricing on a case by case basis when certain conditions or term/sale are met - volume, scope, purchase commitment.



Tab 8 – Value Added Products and Services

GOVACCESS

Product Name	Product Code	Product Description
Design Custom - govAccess	PFS-PS-OO-GA-DEGNCUST	
Web Design and Implementation		
govAccess - Web Design and Implementation - Branded w/Domain	PFS-CONTENT-GA-DB-DOMAIN	Branded Subsites allow a department to customize their pages with a unique color scheme and branding while still utilizing the framework of the main website. This package includes: Wireframe based on the main website Unique design theme, including color palette for landing page and interior pages Customizable background image or slideshow Customizable navigation, including graphics Customizable header and footer Individual URL and search capabilities. *To apply this SKU to K-12 and Higher Ed a scope of work must be jointly agreed upon by both parties.
govAccess - Web Design and Implementation - Independent Sub	PFS-CONTENT-GA-DB-IS	Independent Subsite Package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of templates. The package includes: Unique design theme, including color palette for landing page and interior pages Unique header and



		footer Unique navigation design Individual URL and search capabilities Optional custom mobile homepage (included). *To apply this SKU to K-12 and Higher Ed a scope of work must be jointly agreed upon by both parties.
govAccess - Web Design and Implementation - Specialty Sub	PFS-CONTENT-GA-DB-SS	Specialty Subsite package is intended to serve the needs of larger and often revenue-generating departments that have either maintained their own separate website in the past or would like to develop one as part of this project. This package includes: UX consultation, which may include one (1) or more of the following: One (1) site analytics report One (1) heatmap analysis One (1) internal stakeholder survey Three (3) customer journeys (top tasks or heavily visited webpages) identified for optimization Fully customized wireframe Unique design theme, including color palette for landing page and interior pages Unique header and footer Unique navigation design Individual URL and search capabilities Optional video background (included) Optional custom mobile homepage (included). *To apply this SKU to K-12 and Higher Ed a scope of work must be jointly agreed upon by both parties.



govAccess Website Design and Implementation - Innovator	PFS-CONTENT-GA-WDP-A	govAccess Website Design and Implementation - Innovator provides a citizen focused website and includes: UX consultation, which may include one (1) or more of the following: One (1) site analytics report. One (1) heatmap analysis. One (1) internal stakeholder survey. Modular homepage wireframe based on predefined building blocks. Fully responsive design. Custom mobile homepage or standard mobile responsive homepage. Video background or standard rotating image carousel (switchable at any time). One (1) customer experience feature - Choose from Granicus' library that includes service finder or data visualization banner. Programming/CMS implementation. Migrate up to 200 webpages. Up to five (5) forms converted into the new CMS. One (1) day of web-based training. *To apply this SKU to K-12 and Higher Ed a scope of work must be jointly agreed upon by both parties.
govAccess Website Design and Implementation - Trailblazer	PFS-CONTENT-GA-WDP-B	Website Design and Implementation - Trailblazer provides a citizen focused website and includes: Advanced UX Consultation, which may include one (1) or more of the following: 1. One (1) site analytics report. 2. One (1) heatmap analysis. 3. One



		<p>(1) internal stakeholder survey</p> <p>4. One (1) community stakeholder survey. 5. One (1) remote user testing of top tasks. Three (3) customer landing page consultation. Fully customized homepage wireframe. Fully responsive design. Custom mobile homepage or standard mobile responsive homepage. Video background or standard rotating image carousel (switchable at any time). Up to three (3) customer experience features - Choose from Granicus' library including service finder, geo finder, or data visualization banner. Programming/CMS implementation. Migrate up to 200 webpages. Up to ten (10) forms converted into the new CMS. One (1) day of on-site consultation / training to be applied towards additional project management or training (two (2) of three (3) days must be consecutive). *To apply this SKU to K-12 and Higher Ed a scope of work must be jointly agreed upon by both parties.</p>
govAccess Website Design and Implementation - Pioneer	PFS-CONTENT-GA-WDP-C	govAccess Website Design and Implementation - Pioneer provides a citizen focused website and includes: One (1) homepage wireframe from Granicus' design library. Fully responsive design. One enhanced custom mobile homepage. Video background or standard



		rotating Image carousel (switchable at any time). Programming/CMS implementation. Migrate up to 50 webpages. One (1) day of remote web-based training. *To apply this SKU to K-12 and Higher Ed a scope of work must be jointly agreed upon by both parties.
Maintenance, Hosting, & Licensing		
COUNTY		
govAccess - Maintenance, Hosting, & Licensing Fee - Core Intranet	MTN-CONTENT-GA-INTRANET	govAccess Maintenance and Licensing includes the following for Intranet website(s) covered by the subscription: Monthly software updates Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) Access to training webinars and on-demand video library Access to best practice webinars and resources Annual health check with research-based recommendations for website optimization The Intranet will be hosted on the Granicus' servers. *To apply this SKU to K-12 and Higher Ed a scope of work must be jointly agreed upon by both parties.
govAccess - Maint/Hosting/License Fee - Branded w/Domain	MTN-CONTENT-GA-VL-DOMAIN	Maintenance, Hosting and Licensing includes the following for Independent Subsite(s) covered by the subscription: Monthly Software Updates Unlimited Technical Support (6 am - 6 pm PT,



		Monday - Friday) Training Webinars and On-Demand Video Library Best Practice Webinars and Resources DDoS Mitigation Disaster Recovery with 90-minute failover (RTO) and 15-minute data replication (RPO). *To apply this SKU to K-12 and Higher Ed a scope of work must be jointly agreed upon by both parties.
govAccess - Setup and Config - Branded w/Domain	PFS-CONTENT-GA-DB-DOMAIN	One Time Fee
MUNICIPALITY (*To use this SKU for K-12 and Higher Education, scoping must be jointly agreed upon).		
govAccess - Maintenance, Hosting, & Licensing Fee - Core Intranet	MTN-CONTENT-GA-INTRANET	govAccess Maintenance and Licensing includes the following for Intranet website(s) covered by the subscription: Monthly software updates Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) Access to training webinars and on-demand video library Access to best practice webinars and resources Annual health check with research-based recommendations for website optimization The Intranet will be hosted on the Granicus' servers. *To apply this SKU to K-12 and Higher Ed a scope of work must be jointly agreed upon by both parties.



govAccess - Maint/Hosting/License Fee - Branded w/Domain	MTN-CONTENT-GA- VL-DOMAIN	Maintenance, Hosting and Licensing includes the following for Independent Subsite(s) covered by the subscription: Monthly Software Updates Unlimited Technical Support (6 am - 6 pm PT, Monday - Friday) Training Webinars and On-Demand Video Library Best Practice Webinars and Resources DDoS Mitigation Disaster Recovery with 90-minute failover (RTO) and 15-minute data replication (RPO). *To apply this SKU to K-12 and Higher Ed a scope of work must be jointly agreed upon by both parties.
govAccess - Setup and Config - Branded w/Domain	PFS-CONTENT-GA-DB- DOMAIN (NRR)	One Time Fee

GOVSERVICE

Product Name	Product Code	Description
Consulting Custom - govService	PFS-PS-OO-GS- CONCUST	Priced as per jointly agreed upon custom scoping
GovService - Public Records Request Module - GovService	SAS-GOVS-BNDL- CLERK	Public Records Request Module includes access to: Up to 3 digital services (ie., workflows/business processes) built, activated and live in govService using Service Designer. Services must be related to workflows involving open/public record requests (ie., Police records requests, General record requests, appeals, etc.) Annual Case



		<p>Volume: Up to 5,000 annual cases submitted for management and resolution in govService. Record Request Template: Leverage this pre-built template and configure its settings, permissions, workflow stages, and more. Customer Portal: An online self-service portal to provide a common interface where users can request records, make payments, and see personalized information including historical requests. Back-office Administration: Internal employees processing services are provided a portal to log-in and access assigned tasks, fulfill requests, and complete desired workflow. Service Designer: Build no-code/low-code digital services using tools such as Form Builder, Integration Manager, and Workflow Designer. Customer Service Hub: An integrated constituent contact tracking solution for up to two (2) licensed seats; users able to access workspaces such as Inbox, Face-to-Face, Search, Phone Team, and Reception. Note: additional seats will incur additional maintenance costs.</p>
GovService - Public Records Request Module Set-up & Configuration	PS-GOVS-BNDL-CLERK-CONFIG	Public Records Request Module Set-up & Config includes: Test and Live Sites: deployment of both a test and live site hosted in a production environment.



		Portals: deployment of both Customer and Staff Portals hosted in a live production environment. Customer Service Hub Configuration: set-up each major digital workspace (Phone Team, Face-to-Face, Reception, Inbox, and Search) and configure default system settings.
GovService - Public Records Request Module Training	PS-GOVS-BNDL-CLERK-TRN	Public Records Request Module Training includes: Basic Online Training: up to eight (8) hours of remote training to introduce all core aspects of the solution such as customer portal, case management and system settings. Form Designer & Workflow Online Training: up to eight (8) hours of remote training to co-build the first digital service. Customer Service Hub Training: up to eight (8) hours of remote training to cover each major digital workspace and configure default system settings.
Consulting Custom - govService	PFS-PS-OO-GS-CONCUST	Priced as per jointly agreed upon custom scoping
Design Custom - govService	PFS-PS-OO-GS-DEGNCUST	Priced as per jointly agreed upon custom scoping
Development Custom - govService	PFS-PS-OO-GS-DEVCUST	Priced as per jointly agreed upon custom scoping



GOVMEETINGS

Product Name	Product Code	Description
Boards and Commissions		
Boards and Commissions	SAS-SE-DS-BCCO	Boards and Commissions bundle enables automation and management of the citizen advisory boards and commissions workflow.
Boards and Commissions - Setup and Configuration	PFS-PS-DS-BC-SC	Setup and configuration for Boards and Commissions
Data Migration		
Data Migration	PFS-PS-DM-OOS-DMMM	Data Migration
Encoder/Encoding Appliance Hardware		
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	HDW-SU-MA-VID-EAMXSD	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.
Meeting Efficiency		
Meeting Efficiency	SAS-SE-MA-MIN	
Meeting Efficiency - Setup and Configuration (GT)	PFS-PS-MA-MIN-MEGT-SC	Setup and configuration of Meeting Efficiency (Government Transparency)
Peak		



Peak Agenda Management	SAS-SE-MA-PAM	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas for public meetings.
Design Custom - govMeetings	PFS-PS-OO-GM-DEGNCUST	Priced as per jointly agreed upon custom scoping
Development Custom - govMeetings	PFS-PS-OO-GM-DEVCUST	Priced as per jointly agreed upon custom scoping

GOVDELIVERY

Product Name	Product Code	Description
Consulting Custom - govDelivery	PFS-PS-OO-GD-CONCUST	Priced as per jointly agreed upon custom scoping
govDelivery for Integrations	SAS-SB-CO-CC-INT	
SMS	SAS-SB-CO-SMS	SMS/Text Messaging includes: Access to the selected volume of additional SMS/text messages per year from a shared short code within the United States* Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices *International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.



		SMS Transactions. Must be used within 1 year. Includes up to 100,000 SMS Transactions.
SMS - Setup and Configuration	PFS-PS-CO-SMS-SC	Covers the consultative PM/Implementation time required to get a client fully up and running on a new instance of a Product. Priced as per jointly agreed upon custom scoping
Targeted Messaging	SAS-SB-CO-TMS	<p>Targeted Messaging is a unique, automated solution that makes critical, large-scale email and SMS/text message communication between government organizations and the public more personal, effective, and reliable. Targeted Messaging helps deliver and track emails and SMS messages for Web applications via secure APIs. This allows the client's Web application to focus on core business logic and operational needs, such as enrollment, licensing, or renewals. Targeted Messaging includes:</p> <ul style="list-style-type: none"> Access to the selected volume of Targeted Messages per year Text or HTML formatting capabilities Robust, secure, and scalable infrastructure Certified delivery of email and SMS/text message confirmations and reminders Real-time resolution services (blocked emails) <p>Targeted Messages not used in the period of performance will not carry over to the</p>



		following year. Includes up to 400,000 Targeted Messages per year.
Targeted Messaging - Setup and Configuration	PFS-PS-CO-TMS-SC	Implementation includes: Access to an implementation consultant for up to 90 days to provide assistance, guidance, sample code, and best practices Access to a stage environment for testing integration Access to online resources and reference documentation Granicus recommends that the client's developer team plan for a minimum of 50-70 developer hours and more for complex workflows.

GRANICUS EXPERIENCE GROUP

Product Name	Product Code	Description
4-Hour Virtual Experience Center	GXG-VIR-EXP-4HR	Successful digital initiatives require more than just the right technology. Organizations also need the right strategy and culture. The GxG team of strategists, analysts, communicators and Granicus technology experts will design and deliver a custom workshop in support of client's goals. GxG's custom Experience Center workshops are designed to solve client's unique pain points and enable progress toward an



		achievable goal. Sold as Firm Fixed Price (not Time & Materials). Designed to support clients with a single Granicus product
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SUCCESS STORIES

SUCCESS
STORY



OVERVIEW

Over 10 years ago, the Supreme Court of Florida began the process of switching to electronic filing for its court systems. While it took some time to find and fully implement eUnivera throughout the 67 counties in Florida, it's been a welcome change that has saved the Florida Court Clerks & Comptrollers, taxpayers, and those who utilize the system, millions of dollars.

POPULATION

20.61 MILLION

SOLUTIONS

EUNIVERA
(Active since 2010)

info@granicus.com | granicus.com

FLORIDA COURT CLERKS & COMPTROLLERS





FLORIDA COURT CLERKS & COMPTROLLERS
PRIORITIZES E-FILING, SAVES MILLIONS

SITUATION

Paper Causes Backups in Florida's Court System

In the early 2000s, the court system for the state of Florida relied exclusively on paper processes for filing. However, this process was costly for the counties, attorneys and citizens who represent themselves in court cases. Since files were paper-based, only one person or party could use each file at a time. "If you wanted to look at a file, you had to wait until the judge was done with it," says Tim Smith, Clerk of Courts for Putnam County, FL. The Florida Association of County Clerks (FACC) was also required by law to keep past filings, which it had to do in a hurricane-safe warehouse.

When it came time for lawyers to file court documents, they would have to do so in person, which also meant they could only file between the hours of 8 a.m. and 5 p.m. If someone chose to file by mail, or lived too far from a courthouse to file in person, they would have to pay to send their documents. As these packets could be up to 50 pages, this often added up to large postage costs for lawyers and other filers.

As the reasons for shifting this process to the digital world became too numerous and too compelling to ignore, the state of Florida began making preparations to get all of its 67 counties on the same page.



GRANICUS



SUCCESS STORY

FLORIDA COURT CLERKS & COMPTROLLERS

METRICS

\$16M

SAVED IN POSTAGE
COSTS

1.3M

E-FILING
SUBMISSIONS
RECIEVED PER MONTH

160K

PORTAL USERS
MANAGED

SOLUTION

Courts, Clerks, and Lawyers Speed Up Processes

Once the Florida Supreme Court decided to make a change to e-filing roughly 10 years ago, they put together a committee to address some of the questions that lingered. It was necessary to have a single system, the committee decided, and one that was easy for all counties to adopt.

"It would be easier to manage, easier to maintain [if everyone used the same system]," says Melvin Cox, Director of IT for Florida Court Clerks & Comptrollers. Before this could happen, however, the state had to find a system that would layer over and interface with the 67 different case management systems utilized by each of the 67 counties.

They eventually discovered that Granicus' [eUniversa](#) solution could accomplish this large undertaking. While it took nearly two years to fully implement due the sheer number of counties where it would be used, the solution began to prove its own value immediately. Once the system was available in all counties, its use was mandated by the Florida Supreme Court for all court participants beginning on April 1, 2013.

The result of this change is that court documents are easy to file, which creates more efficiency for everyone from litigants to attorneys to the courts themselves. Filers can now send documents from anywhere they have an internet connection, at any time of day or night.

The system also has another welcome benefit: "It's a huge savings to the taxpayers," says Carolyn Weber, Portal Program Manager for Florida Court Clerks & Comptrollers.

While the state and those in charge of the system continue to make adjustments that allow the eUniversa portal to move beyond its original planned use, it continues to make the filing process within the courts easier to manage.

RESULTS

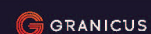
A More Efficient Court System

Now that Florida Court Clerks & Comptrollers allows filers to submit documents electronically using eUniversa, it saves the state of Florida a tremendous amount of time, money, and space. Their court system runs much more efficiently and smoothly, to the benefit of all involved.

ABOUT GRANICUS

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SUCCESS STORY

CITY OF NEWTON, MASS.



OVERVIEW

The City of Newton, Mass. wanted to accomplish three major goals with their website: update the site to reflect a more modern look and feel, ease the burden of maintenance and security on the IT department and empower citizens to interact with their government more easily. To accomplish these goals, the City enlisted the help of Granicus' CivicaCMS. Now, Newton's website has a fresh layout, is easier to navigate, and most importantly, is easier to manage and maintain.

POPULATION

90,000

SOLUTIONS

CivicaCMS
(Active since 2014)

NEWTON TAKES CONTROL OF ITS TIME WITH BETTER WEBSITE MANAGEMENT

SITUATION

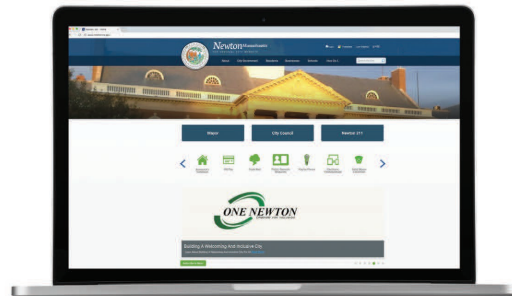
Crunch Time for the IT Department

Newton, a suburb of Boston, is home to nearly 90,000 people, and in an effort to get all those citizens more engaged with their community, the City needed to make some changes online to make it easier for individuals and businesses alike to interact with their government.

Chief Information Officer Joseph Mulvey had a particular interest in updating the City's website, as making content changes and adding minutes, agendas and other information to the website was complex, to say the least. "In the old days, Fridays were web update days," Mulvey says. "Any department with a committee gave themselves a deadline of noon on Friday to have their Word documents done, agendas for the following week and minutes from the previous week."

Those documents were sent to Mulvey's team en masse on Friday afternoons, and while this worked for the individual departments, it placed stress on the IT department, which was responsible for adding all the new information to various pages of the website.

"At 2 o'clock, we would start getting emails from people, and we'd have 30 to 40 documents to post online, turn into PDFs and insert lines and tables into," says Mulvey. "There were a lot of steps. It was very mechanical, very time consuming. That was crunch time for the IT department."



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SUCCESS STORY

CITY OF NEWTON, MASS.



[CivicaCMS] literally frees up a couple of days a month by not having to constantly maintain and update our web pages.

Joseph Mulvey, Chief Information Officer

METRICS

SAVE MONEY ON
MAINTENANCE AND
SERVER REPLACEMENT
COSTS

CUT DOWN ON TIME
SPENT UPLOADING
DOCUMENTS TO THE
WEBSITE

UPDATED WEBSITE
TO FEATURE A MORE
MODERN LOOK
AND IMPROVE USER
EXPERIENCE

SOLUTION

Newton Found a Better Option

In addition to wanting to ease the burden of regular website updates, the City also had an interest in easing citizens' confusion in navigating the website. With most citizens not completely familiar with the structure of local government departments, and therefore unsure of which department handled the issue they were trying to resolve, it created frustration and generated calls and emails to the City. So Mulvey and his team began searching for a vendor to design a new website, with a team of constituents recommending a CMS-driven site, which is how the City found Granicus. "We liked that the system was proprietary," says Mulvey. "We liked the idea that no one could mess with [the site]." The City also liked the Filebank storage option, as well as some of the more popular modules such as News Items and Slideshows.

"We would be able to give people just the things they needed without confusing them with things they didn't." In working with the Granicus team, the City was also able to streamline the site's navigation. Content on the site isn't organized by department, but by task. A site visitor simply needs to decide what they wish to accomplish, mouse over a menu and click.

For example, to apply for a marriage license, one needs to simply mouse over the popout menu, look under "apply for..." and select "marriage license." "We wanted to make things more transparent without making the user decide which department was responsible for something," says Mulvey.

RESULTS

A Perfect Fit for the City and for the Public

Having Granicus host the website turned out to be a good decision for the City, Mulvey says.

"Now I don't have to worry about backups," says Mulvey. "I don't have to come in on a weekend because a drive died or a network cable became unplugged. If we were to be hit by catastrophic weather, the site's still up because the servers are in sunny Colorado."

"The public really likes it," Mulvey says. "Just this year, we converted again to responsive design and redesigned the whole site. It was a lot of work but at the end the public was very happy."

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SUCCESS STORY

COUNTY OF SAINT CHARLES, MO.



OVERVIEW

After using a variety of solutions to manage their enormous volume of land records, including an in-house, custom-built program, Saint Charles County in Missouri made the switch to Granicus. Since then, they've been able to easily manage all records, which include over 45 years' worth of deeds, licenses, and more.

POPULATION

379,493

SOLUTIONS

**eAccept,
Land and Vitals,
ROAM**

(Active since 2001)

SAINT CHARLES COUNTY MANAGES DECADES OF RECORDS WITH GRANICUS

SITUATION

Saint Charles County Overwhelmed by over 150 Years of Land Records

When Barb Hall was first elected to her position of Recorder of Deeds for Saint Charles County, MO. in 1987, one of her main priorities was to digitize the way her county stored and managed land and vital records. At the time, not many options were available, so she sat with a programmer and designed a custom solution built specifically for her department's needs.

This worked for a while, but after going through changes in the way the County managed records, Hall saw the need for a more long-term solution. At the time, all files were kept on discs in a machine that worked exactly like an old-fashioned jukebox. Once a user knew the number of the document they needed, they'd have to type that number into the jukebox, which would then pull up the image or document.

As the population of Saint Charles County continued to increase, the number of homeowners also increased, and Hall and her staff once again recognized the need for a better long-term solution, preferably one that could grow with the County. That's when they found Granicus.

SOLUTION

County Accomplishes More with Granicus

Implementing the Land and Vitals system was such a positive event for Hall that she even remembers the date it went live: "Late September 2003 - what a wonderful change." Hall and her staff members were pleased to be able to allow the public to visit a website and be able to search for documents. Not only that, but they were able to pay for the documents online, which meant that staff members no longer had to spend time looking for the documents or taking payment for them. Marriage licenses became easier to issue as well, since applicants are able to fill out a form online - saving staff members from having to type the information onto a form manually.

In July of 2011, when the County experienced a critical system failure within their network, they lost all of their images, documents, and records. Staff members prepared themselves to have to rescan documents, comb through years of archived records stored on microfilm, and try to get records up and running again. However, since Granicus is a cloud-based system,

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SUCCESS STORY

COUNTY OF SAINT CHARLES, MO.



[The solution] is very sophisticated and it integrated with our other programs. What a wonderful change.

Barb Hall, Recorder of Deeds



they still had copies of every single file that had been lost. After copying all of these files to an external hard drive, which was then overnighted to the County, Granicus and the County's IT staff were able to get the records department up and running again within days instead of weeks or even months.

"Thanks to Granicus, we were back up and running with everything long before our IT Department could have gotten us there," says Hall. "I am truly grateful for the excellent and timely service provided by Granicus."

RESULTS

A More Efficient Way to Manage Records

- Manages over 45 years of land records easily
- Allows citizens to apply for licenses and more online
- Decreases time to process applications

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SUCCESS STORY

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION



OVERVIEW

The Florida Fish and Wildlife Conservation Commission (Florida FWC) has more than 2,000 full-time employees across the state managing fish and wildlife resources for their long-term well-being and the benefit of people. More than 19 million Florida residents and millions of visitors share the land and water with Florida's wildlife. Hunting, fishing and wildlife viewing bring in billions of dollars in economic impact for the state each year.

POPULATION

20,612,439

SOLUTIONS

**GovDelivery
Communications Cloud**
(Active since 2016)

WITH MORE RELEVANT, ENGAGING DIGITAL COMMUNICATIONS, FLORIDA FWC DRIVES OUTDOOR PARTICIPATION AND INCREASES REVENUE.

SITUATION

Reaching a vast audience comes with complex challenges.

The Florida Fish and Wildlife Conservation Commission (Florida FWC) manages fish and wildlife resources within the state of Florida. With more than 19 million residents and millions of visitors to the state, Florida FWC needed to find a way to effectively communicate with this vast audience.

The agency had too many distribution lists; and they were "owned" by separate divisions within the organization. Many of the contacts overlapped across lists without any way to manage them comprehensively. When Florida FWC wanted to cross-promote license sales, events, or other programs among divisions, it was a tedious task.

Florida FWC needed a solution for creating an easier process for people to sign up for communications and for employees to manage the process of sending communications. The agency needed to fulfill two goals:

1. Drive outdoor participation.
2. Increase revenues associated with permits and licenses.

SOLUTION

Florida FWC partners with GovDelivery to streamline communications.

After recommendation from other state agencies, Florida FWC partnered with GovDelivery. They implemented the technology in early 2013.

GovDelivery's solution provided a technology to elevate, streamline, and track its communication efforts: all within a secure, private, and compliant platform.

The solution provided a way for the Florida FWC to reach its vast audience, while also creating targeted messages for key geographic or topical areas.

Florida FWC used the robust analytics within GovDelivery to measure the success of its



SUCCESS STORY

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION



"Our GovDelivery implementation and training went very smoothly... GovDelivery helped guide us through it and realize what we needed and what GovDelivery could do. Over a few days they helped us organize our groups of topics and categories and trained us how to use the tool. It was very helpful and it's been great ever since."

Scott Ball, Internal Communications Director, Florida FWC

METRICS

1.6M+

PEOPLE
REACHED

85.6M

MESSAGES SENT
IN 2016

43.9%

ENGAGEMENT
RATE

messages. It regularly checks on web traffic spikes when new messages are distributed. The agency also keeps a close eye on data after sending messages and news releases.

RESULTS

With more relevant, engaging digital communications, Florida FWC drives outdoor participation and increases revenue.

With the implementation of the GovDelivery Communications Cloud, Florida FWC saw a 37 percent lift in total audience reached. With the use of Granicus' technology, Florida FWC successfully reached its goal of driving outdoor participation and experiencing cost savings.

Increased Email Subscribers

Today, Florida FWC has more than 726,000 subscribers. Rather than managing many different lists across departments, the agency could keep track of its contacts within one system, while still being able to segment the lists according to the division, topic, and geographic area. For example, the agency can message people regionally according to specific updates, like fishing information.

Greater Outdoor Participation and Permit Revenue

As a product, Florida FWC saw increased outdoor participation and license or permit revenue. Because the people could self-subscribe to a range of regionally focused communication topics, the information received is always relevant, making it more relevant and engaging to readers.

Added Benefit: Maintaining Alignment With Legislation

When laws like the Endangered Species Act are updated, the agency "gets the word out" to the public through GovDelivery. When emergency situations like excessive rainfall and flooding affect its stakeholders, the agency uses GovDelivery to warn residents.

Florida FWC uses GovDelivery to directly communicate with its stakeholders rather than only sending out messages to the media or trying to get a story on the news about important information.

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Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum



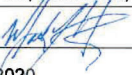
Tab 9 – Required Documents

CLEAN AIR AND WATER ACT / DEBARMENT NOTICE

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Granicus, LLC
Print Name	Mark Hynes
Address	408 St Peter St, Suite 600
City, State, Zip	Saint Paul, Minnesota, 55102
Authorized signature	
Date	11/06/2020



CONTRACTORS REQUIREMENTS

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Mark Hynes, CEO

Date

11/06/2020




ANTITRUST CERTIFICATION STATEMENTS

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Granicus, LLC
Address	408 St Peter St, Suite 600
City/State/Zip	Saint Paul, Minnesota, 55102
Telephone No.	800-314-0147
Fax No.	
Email address	contracts@granicus.com
Printed name	Mark Hynes
Position with company	Chief Executive Officer
Authorized signature	

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient 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 awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

EXHIBIT C

City's Insurance and Indemnity

Exhibit C

Insurance and Indemnity

INDEMNIFICATION

To the furthest extent allowed by law, VENDOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, VENDOR or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. VENDOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If VENDOR should subcontract all or any portion of the work to be performed under this Contract, VENDOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, VENDOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to VENDOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this

Agreement. No action taken by CITY pursuant to this section shall in any way relieve VENDOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Technology Liability (Errors and Omissions) insurance appropriate to VENDOR'S profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by VENDOR in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private

information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

MINIMUM LIMITS OF INSURANCE

VENDOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. TECHNOLOGY PROFESSIONAL LIABILITY :

- (i) \$2,000,000 per claim/occurrence; and,

- (ii) \$4,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event VENDOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

VENDOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and VENDOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

(i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. VENDOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, VENDOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, VENDOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured all ongoing and completed operations. Additional Insured endorsements under the General Liability policy must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that VENDOR'S insurance shall be primary to and require no contribution from the City. Primary and Non Contributory language under the General

Liability policy must be as broad as that contained in ISO Form CG 20 01 04 13. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

(vi) All insurance policies required herein shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

The Technology Professional Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which VENDOR is engaged with the City for such length of time as necessary to cover any and all claims

If the Technology Professional insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by VENDOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by VENDOR, VENDOR must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

PROVIDING OF DOCUMENTS

VENDOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, VENDOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of VENDOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS

If VENDOR subcontracts any or all of the services to be performed under this Agreement, VENDOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, VENDOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.



THIS IS NOT AN INVOICE

Order Form
Prepared for
Fresno, CA

**Procurement Vehicle: NCPA (01-115)
In Support of: Fresno, CA**

ORDER DETAILS

Prepared By: Korgbae Freeman
Phone:
Email: korgbae.freeman@granicus.com
Order #: Q-460924
Prepared On: 21 Aug 2025
Expires On: 30 Sep 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 30 Sep 2025
Initial Order Term End
Date: 30 Sep 2028
Period of Performance: 01 Oct 2025 - 30 Sep 2026



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Annual	1 Each	\$27,783.98
Boards and Commissions	Annual	1 Each	\$21,867.02
eComment	Annual	1 Each	\$5,402.44
Meeting Efficiency Suite	Annual	1 Each	\$8,103.66
GovMeetings Live Cast	Annual	1 Each	\$18,167.64
Send Agenda (Legistar)	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
Granicus Live Cast Encoding Software	Annual	1 Each	\$1,929.44
Open Platform Suite	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$83,254.18



FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Oct 2026 - 30 Sep 2027	01 Oct 2027 - 30 Sep 2028
Legistar	\$29,173.18	\$30,631.84
Boards and Commissions	\$22,960.37	\$24,108.39
eComment	\$5,672.56	\$5,956.19
Meeting Efficiency Suite	\$8,508.84	\$8,934.29
GovMeetings Live Cast	\$19,076.02	\$20,029.82
Send Agenda (Legistar)	\$0.00	\$0.00
Open Platform Suite	\$0.00	\$0.00
Open Platform Suite	\$0.00	\$0.00
Granicus Live Cast Encoding Software	\$2,025.91	\$2,127.21
Open Platform Suite	\$0.00	\$0.00
govDelivery for Integrations	\$0.00	\$0.00
SUBTOTAL:	\$87,416.88	\$91,787.74

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to up to one (1) Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>

Solution	Description
eComment	eComment reduces staff time by providing the ability to effortlessly collect and manage citizen input on agenda items. Citizens are allowed to either submit comments in regards to items or sign up to speak before a scheduled meeting.
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
GovMeetings Live Cast	govMeetings Live Cast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus Live Cast encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Granicus Live Cast Encoding	Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4

Solution	Description
Software	file for archive playback. <i>Only used with the Live Cast encoder hardware and Live Cast solution.</i>
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with



Order Form
Fresno, CA

Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: *Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.*

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-460924 dated 21 Aug 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Fresno, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and Conditions of the Agreement 01-115 effective 08 DEC 2020 between Granicus and NCPA govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-460924 dated 21 Aug 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Fresno, CA	
Signature:	
Name:	
Title:	
Date:	