

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued this request for proposal ("RFP") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

- 2.1. **Personnel & Equipment**. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.
- 2.2. **Supplemental Agreements**. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
- 2.3. **Pricing**
- a. **Not-To-Exceed Pricing**. All contract pricing is “*Not-To-Exceed Pricing*” where Members will receive pricing that does not exceed the per unit pricing provided by the respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.
- b. **Pricing Adjustments**. No price increases are permitted within the first ninety (90) days of this contract’s Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.
- It is Winning Supplier’s responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.
- c. **Rates & Charges**. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier’s cost proposal.
- 2.4. **The Term**. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the “**Effective Date**”). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the “**Termination Date**”) unless extended, terminated, or cancelled as set forth in the Master Agreement (the “**Initial Term**”). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a “**Renewal Term**”) unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the

Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the “**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term**.”

2.5. Formation of Contract

- a. **Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder’s contract document shall not become part of CCOG and Equalis Groups’ contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
- b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier’s complete and final RFP response is hereby incorporated into and made part of this Master Agreement.
- c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
- d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.
- e. **Order of Precedence.**
 - (1) General terms and conditions
 - (2) Specifications and scope of work
 - (3) Attachments and exhibits
 - (4) Documents referenced or included in the solicitation

2.6. Confidentiality.

- a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- b. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party’s expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. **Indemnification.** Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any supplemental agreements with Members (“**Losses**”).

2.8. **Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier’s performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier’s provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors,

employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.9. Termination Rights. The Parties shall have the termination rights set forth below.

- a. **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.
- b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
- c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

2.10. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.11. Audit of Winning Supplier. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections

and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

2.12. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.13. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. Addresses for Notices. Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier's proposal.

i. If to **CCOG**:

The Cooperative Council of
Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway,
Suite 298
Plano, Texas 75024

2.14. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

- 2.15. Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.
- 2.16. No Third-Party Beneficiaries; Survival of Representations.** This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.
- 2.17. Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.
- 2.18. Nondiscrimination & Intimidation.**
- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
 - b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
 - c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.



REQUEST FOR PROPOSALS:
Cloud Solutions

RFP #:
COG-2139

ISSUED BY:
The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

DATED:
October 7, 2022

SECTION ONE:
Part A – Overview, Scope, and Project Information
Part B – Conditions and Other Requirements
Part C – Bid Submission, Format, Evaluation, and Award

SECTION ONE

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Section One, Part A – Overview, Scope, and Project Information

1. Overview

This request for proposal (“**RFP**”) is published by the Cooperative Council of Governments (“**CCOG**”) for the purpose of awarding a master cooperative purchasing agreement (the “**Master Agreement**”) and creating a cooperative purchasing program for cloud-based technology solutions (the “**Program**”) that will be available to current and future members of Equalis Group (the “**Members**”). Under applicable state statutes, public sector entities nationwide that join Equalis Group can purchase products and services through the resulting Master Agreement without having to conduct their own formal procurement process, thereby saving both themselves and the awarded suppliers (a “**Winning Supplier**” or “**Supplier Partner**”) significant time and money.

2. CCOG Background

CCOG is a Council of Governments and Ohio political subdivision organized under Chapter 167 of the Ohio Revised Code. CCOG is an Equalis Group, LLC (“**Equalis Group**”) lead public agency and, in that role, conducts formal public sector competitive solicitation processes in compliance with applicable public sector procurement guidelines to select a Winning Supplier(s) to provide products and services to Members.

At the conclusion of this RFP process, CCOG will award a Master Agreement to the Winning Supplier(s).

3. Role of Equalis Group

Equalis Group works with lead public agencies, such as CCOG, that are legally empowered to conduct formal procurement processes, enter into Master Agreements, and make those Master Agreements available to public sector organizations such as: municipalities, K-12 school districts, counties, higher education institutions, special districts, tribal nations, and state and federal agencies as well as non-profit and for-profit organizations across the country.

The Winning Supplier(s) and Equalis Group will also enter into a separate management agreement (the “**Administration Agreement**”) which defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members and ii) the financial terms between the parties. The Winning Supplier and Equalis Group will work closely together to develop and implement marketing and sales strategies to drive program adoption with current and future Members across the country.

Equalis Group, is committed to actively engage with the Winning Suppliers to grow profitable public sector revenue by:

- 3.1. Training Supplier Partners’ sales representatives** on the pricing, terms, and conditions of the Master Agreement and how to sell their products and services through this already procured contract vehicle.
- 3.2. Developing sales tools** that address common legal, procurement and compliance questions.
- 3.3. Creating, implementing, and managing marketing and sales campaigns** to jointly identify public sector prospects across the country.
- 3.4. Supporting the sales process** by providing subject matter expertise to prospective Members on the legitimacy of the procurement process that established the Master Agreement.

4. Purpose

The primary purpose of this Program is to offer Members a complete and comprehensive offering of cloud-based technology solutions that can be customized to meet the unique needs of each Member. This RFP and contract award process is a solutions-based solicitation; meaning that CCOG is seeking solutions that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

5. Scope

CCOG is seeking proposals for any type of cloud-based service solution. Cloud services are infrastructure, platforms, or software that are hosted by third-party providers and made available to users through the internet. Bidders may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories. However, respondents are encouraged to propose their complete catalog, products and services. Products, services, and solutions within the scope of this RFP include, but are not limited to:

5.1. Cloud Service Categories:

- a. Infrastructure as a Service (IaaS)
- b. Platform as a Service (PaaS)
- c. Software as a Service (SaaS)
- d. Application Platform as a Service (aPaaS)
- e. Any other technology solution delivered via the cloud

This scope should be read as including all products, equipment, software, services, and any other capability that Bidders are able to offer which supports or complements the scope as defined above.

6. RFP Documents

This RFP documents consist of the following:

6.1. Section One:

- a. Part A – Overview, Scope, and Project Information
- b. Part B – Conditions and Other Requirements
- c. Part C – Bid Submission, Format, Evaluation, and Award

6.2. Section Two:

- a. Proposal Submission, Technical Proposal, Cost Proposal and Required Forms

6.3. Section Three:

- a. General Terms and Conditions of Master Agreement

6.4. Attachments:

- a. Attachment A – Sample Administration Agreement
- b. Attachment B – Cost Proposal Template
- c. Attachment C – State Notice

7. Anticipated Procurement Timetable

CCOG reserves the right to revise this schedule after providing reasonable notice in the best interest of CCOG and/or to comply with the State of Ohio procurement procedures and regulations. All times are Eastern time zone. CCOG utilizes [Bonfire](#), an online procurement platform, to publish RFPs, manage communication including the Q&A process, and receive proposals.

Activity	Dates & Times
RFP Publication; Q&A Period Opens	October 7, 2022

Pre-Proposal Meeting	November 1, <u>2022</u> , from 2:30PM to 3:30 PM Eastern*
Q&A Period Closes	November 3, 2022 at 5 PM Eastern
Q&A Responses Distributed	November 4, 2022
Deadline for Proposal Submission & Public Opening	November 10, 2022, at 3 PM Eastern*
Finalist Presentations	To Be Determined
Contract Award Issued	January 1, 2023 (estimated)

*Any Bidders experiencing technical difficulties accessing the RFP through Bonfire should contact Bonfire customer support by submitting a support ticket to Support@GoBonfire.com, access the Vendor FAQ at www.gobonfire.com/support/, or receive online support via online chat at www.gobonfire.com/support/.

8. Q&A Period

Bidders may submit questions regarding this RFP through Bonfire during the Q&A Period as outlined in **Anticipated Procurement Timetable**. To submit a question, Bidders must submit written questions under the Messages section on Bonfire. Questions about this RFP must reference the section number of this RFP in question.

CCOG may, at its sole discretion, disregard any questions which do not appropriately reference an RFP or attachment. CCOG will not respond to any questions received after the date and time that the Q&A Period closes.

CCOG's responses to all questions submitted through Bonfire will be added to Bonfire as an addendum to the RFP on or before the date provided in **Anticipated Procurement Timetable**. Any interpretation or correction of the RFP will be made only by an addendum posted on Bonfire. CCOG will not be responsible for providing any other explanations or interpretations of the RFP.

Bidders' proposals are to take into account any information communicated by CCOG in the RFP Q&A Addendum. **It is the responsibility of all Bidders to check for all updates regarding this RFP on Bonfire.**

9. Pre-Proposal Meeting

At the date and time indicated in the **Anticipated Procurement Timetable**, a voluntary pre-proposal meeting will be held via Zoom. The intent of this meeting is to provide an overview of CCOG, Equalis Group, the RFP, the document package and to field any questions Bidders may have related to this RFP. Information to participate in the pre-proposal meeting will be posted on Bonfire under Events section.

10. Public Opening

The public opening of proposals received in response to this RFP will be held at the date and time proposals are due and will solely consist of opening all proposal received and identifying the Bidders who responded. The public opening will be held via Zoom with the information to participate posted on Bonfire under Events section. **All responses must be received by the date and time listed for the Public Opening. Late responses will not be considered, and it is the responsibility of Bidders to ensure they are able to properly submit through the Bonfire platform.**

11. Communications Prohibited

From the issuance date of this RFP until the award of contract to the Winning Supplier(s), there may be no communications concerning the RFP between any Bidder that expects to submit a proposal and any employee of CCOG,

Equalis Group, any member of the Proposal Review Team (“**PRT**”), or any other individual, regardless of their employment status, who is in any way involved in the development of the RFP or the selection of a Winning Supplier (“**Communications Prohibited**”). The only exceptions to the Communications Prohibited are as follows:

- 11.1.** Any communications related specifically to the Question & Answer (Q&A) Period;
- 11.2.** As necessary in any pre-existing or on-going business relationship between CCOG, Equalis Group, and any supplier that could submit a proposal in response to this RFP;
- 11.3.** As part of any Bidder interview process or proposal clarification process initiated by CCOG, which CCOG deems necessary at its sole discretion; and
- 11.4.** Any Public Records Requests made to CCOG.

IMPORTANT NOTE: addenda or attachments to the RFP or to any documents related to the RFP will be accessible to Bidders through Bonfire. CCOG may not specifically notify any Bidder of changes or announcements related to this RFP except through posting on Bonfire. It is the affirmative responsibility of interested Bidders to be aware of and to fully respond to all updated information regarding this RFP posted on Bonfire.

CCOG is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source other than from CCOG directly or through the Q&A process described in this RFP. Any attempts at Communications Prohibited by a Bidder may result in the disqualification of that Bidder’s proposal.

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Section One, Part B – Conditions and Other Requirements

1. Bidder Requirements

Bidders are to base their RFP responses, including the details and costs, on the requirements and performance expectations established in this RFP, inclusive of all attachments.

2. Use of Dealers, Resellers, and Distributors

If Bidder requires the use of dealers, resellers, or distributors to sell or service the products and services included in their proposal, the proposal should provide a list of or direct the Proposal Review Team to where they can locate a list of the Bidder's dealers, resellers, or subcontractors who will be authorized to sell through the contract in the event the Bidder received a contract award.

3. Costs Incurred

Costs incurred in the preparation of this RFP are to be borne by the bidders. Both CCOG & Equalis Group will not contribute in any way to the costs of the preparation.

4. Trade Secret Prohibition, Public Information Disclaimers

CCOG will consider all proposals voluntarily submitted in response to this RFP to be free of trade secrets and such proposals will, in their entirety, be made a part of the public record in compliance with **O.R.C. Chapter 125.01**, et seq. However, if a proposal is submitted in response to this RFP, and the proposal contains trade secret information as defined in **O.R.C. Chapter 1333.61**, then such trade secret information must be clearly and conspicuously marked and/or identified as **"Trade Secret Information"** at the time that such proposal is submitted. If such trade secret information is so marked and/or identified, then, in accordance with **O.R.C. Chapter 149.43**, CCOG shall designate such information as trade secret information and shall maintain and keep such trade secret information.

All proposals and any other documents submitted in response to this RFP will become the property of CCOG. This RFP and proposals submitted in response to the RFP, except for such portions, sections, or parts of a proposal that are clearly and conspicuously marked and/or identified as Trade Secret Information, are deemed to be public records pursuant to **O.R.C. Chapter 149.43**. For purposes of this section, **"proposal"** will mean both the i) Technical Proposal, and ii) Cost Proposal (if opened by CCOG), all forms submitted by Bidder, and any attachments, addenda, appendices, or sample products.

Any proposal submitted in response to this or any CCOG RFP that fails to clearly and conspicuously mark and/or identify trade secret information at the time that such proposal is submitted to CCOG for consideration shall be deemed and considered by CCOG to not contain trade secret information and such proposals shall be deemed to be public records in their entirety in accordance with this section and **O.R.C. Chapter 149.43**.

5. Master Agreement

CCOG and Equalis Group will enter into a Master Agreement with the Winning Supplier. This Master Agreement defines a) the terms of the relationship between CCOG, Equalis Group, and the Winning Supplier, and b) the terms, conditions, and pricing of products and services and related capabilities offered to Members.

Any contract with a Winning Supplier resulting from the issuance of this RFP is subject to the terms and conditions as provided in this RFP and Master Agreement as amended by the mutual agreement of CCOG, Equalis Group, and the Winning Supplier.

Many of the terms and conditions contained in the Master Agreement template are required by state and federal law; however, Bidders may propose changes to the Master Agreement by communicating any exceptions or deviations in the

General Terms and Conditions Acceptance Form provided in **Section Two** of this RFP. Any proposed changes are subject to CCOG and Equalis Group review and approval. Any exceptions or deviations not disclosed in the General Terms and Conditions Acceptance form will not be considered by CCOG after Notice of Intent to Contract has been issued.

6. Formation of Master Agreement

A response to this solicitation is an offer to establish a Master Agreement with CCOG and Equalis Group based upon the terms, conditions, scope of work, and specifications contained in this request. A contract is formed when an award is made and CCOG's Board President or designee signs the **Master Agreement Signature Form** provided in **Section Two** of this RFP. **The Bidder must submit a signed Master Agreement Signature Form with the response, thus eliminating the need for a formal signing process.**

7. Administration Agreement

Equalis Group and the Winning Supplier will enter into a separate Administration Agreement, which defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier. Bidders will review the Administration Agreement template, which is included as **Attachment A – Administration Agreement** and complete **Equalis Group Administration Agreement Declaration Form** in **Section Two**.

8. Ethical & Conflict of Interest

- 8.1.** No Bidder or individual, company, or organization seeking a CCOG contract award will promise or give to any CCOG or Equalis Group employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- 8.2.** No Bidder or individual, company, or organization seeking a contract will solicit any CCOG or Equalis Group employee to violate any of the conduct requirements for employees;
- 8.3.** When acting on behalf of CCOG and Equalis Group, Winning Supplier will refrain from activities which could result in violations of ethics and/or conflicts of interest. Any Winning Supplier who violates the requirements and prohibitions defined herein or **in O.R.C. Chapter 102.04** is subject to termination of the Master Agreement or refusal by CCOG and Equalis Group to enter into the Master Agreement; and
- 8.4.** CCOG and Equalis Group employees who violate **O.R.C. Chapters 102.03, 102.04, 2921.42, or 2921.43** may be prosecuted for criminal violations.

9. Waiver of Minor Proposal Errors

CCOG may, at its sole discretion, waive minor errors or omissions in a Bidder's proposals when those errors do not unreasonably obscure the meaning of the content, or the competitive nature of the proposal submitted in response to this RFP.

(The rest of this page is intentionally left blank)

Section One, Part C – Bid Submission, Format, Evaluation, and Award

1. Proposal Submission

All Bidders must complete and submit a proposal consisting of all required forms and attachments referenced or provided in **Section Two** of the RFP. CCOG requires proposals to be submitted electronically via [Bonfire](#) no later than the deadline for proposal submission identified in the **Anticipated Procurement Timetable**. Proposals must be prepared and submitted in accordance with instructions found in this **Section One, Part C**. Fax, email, mail or any other form of submissions will not be accepted.

All proposals will be valid for a period of ninety (90) days from the date the proposals are received by CCOG.

In addition to the requirements outlined above, any proposal submitted by a Bidder excluded from contracting with CCOG by Ohio Revised Code (O.R.C.) § 9.24 as the result of an unresolved finding for recovery will be deemed unresponsive.

2. Supplemental Submission Documents

Any other supplemental information thought to be relevant to a Bidder's proposal but not explicitly requested by CCOG including, but not limited to, product literature, technical specifications, and financial information must be submitted with your proposal under the section titled "Supplemental Information" in the Bonfire proposal submission process. CCOG reserves the right not to review submitted appendices which include information/materials not required in the RFP.

3. Proposal Withdrawal

Any Bidder seeking to withdraw its proposal from consideration after the proposal due date must submit such request in writing directly to CCOG at Procurement@EqualisGroup.org.

4. Estimated Quantities & Available Funds

CCOG and Equalis Group anticipate a substantial number of current and future Members will enter into contracts resulting from this solicitation; however, CCOG and Equalis Group makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The total annual volume for this contract category is estimated to be over \$50,000,000.00 annually by year three (3) of the contract. This information is provided solely as an aid to Bidders preparing proposals only and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The Awarded Supplier(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

CCOG is not asserting any public funds have been allocated to purchase the products and services that will be available through this Program.

5. Cost Proposal & Pricing

5.1. Cost Proposal Requirements

A template for **Proposal Form 2: Cost Proposal** has been included as **Attachment B – Cost Proposal** and must be used as the base document for when Bidders submit their Cost Proposal. Bidders are permitted to revise any part of the Excel Workbook to accurately reflect column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

All Bidders must complete and submit **Proposal Form 2: Cost Proposal** using the pricing methodology that best reflects the way pricing will be determined when providing solutions included within the scope of the Bidder's Proposal. The Cost Proposal will be used to define the products, services, and solutions Bidders are offering Equalis

Group Members through the Winning Supplier's Master Agreement. **Winning Supplier's contract pricing shall remain firm for 120 days after the award of a contract.**

5.2. Additional Pricing Information

Below are details which should be taken into consideration when Bidders are developing their Cost Proposal:

- a. **Auditable Pricing.** It is the responsibility of the Bidder to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all products and/or services to be considered part of the final Master Agreement offered to the Members.
- b. **Value to the Members.** CCOG requests that Bidders offer products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, educational institution, or regional cooperative.
- c. **Not to Exceed Pricing.** CCOG requests that pricing be submitted as not to exceed. Bidder may adjust pricing lower if needed but cannot exceed the pricing submitted.
- d. **Indefinite Quantity.** This RFP requests pricing for an indefinite quantity of products or related services.
- e. **Total Acquisition Cost.** The pricing included in your Cost Proposal must be clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).
- f. **Administrative Fee.** Pricing provided shall include the administrative fee paid to Equalis Group.
- g. **Relevant Information.** All line items included in your Cost Proposal should be described by, but not limited to, characteristics such as manufacture name, stock or part number, size, or functionality.
- h. **Discounts.** Discounts shall be clearly defined. Pricing with multiple discounts levels based on quantity, sales volume, or any other factor is allowable and must be based on a fixed or defined price or sales range or configuration of products & services.
- i. **Cost Plus a Percentage or Cost-Plus Pricing.** Cost-Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal. Cost Plus Pricing can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Members using Federal Grant Funds to purchase the products or services offered by the Winning Supplier.

5.3. Common Pricing Methodologies

Examples of commonly used pricing methodologies include, but are not limited to:

- a. **Line-Item Pricing.** Products and services are individually priced based on a line-item discount. For each line-item entry, Bidders must provide both verifiable price ("List Price") as well as the price which will be offered to the Members ("Contract Price") and the associated price discount (if applicable) in their pricing model where the Contract Price is calculated by applying the applicable discount to the List Price. The List Price will be the standard "quantity of one" price currently available to government and educational customers.
- b. **Percentage Discount Off List Price by Catalog or Category.** Products, services, and/or solutions associated with a defined catalog or category are given a specific and uniform percentage discount based on a published List Price ("Catalog Discount" or "Category Discount"). Individualized percentage discounts can be applied to any number of defined product groupings. The types of products, parts, and services using the Catalog or Category Discount methodology must be clearly identified and defined.

5.4. Other Pricing Scenarios

- a. **Open Market Items or Sourced Goods.** Bidders can provide an alternative method of costing to cover any product and/or service not covered by Common Pricing Methodologies due to the projects or application's specifications, conditions, and/or requirements.
- b. **Additional Discounts and Savings.** A Bidder may disclose the volume requirements and subsequent discounts extended to Members who purchase larger than normal volumes. All other rebate programs or incentives should be described and quantified as a part of your Cost Proposal.

5.5. All Products and Services Must Be Priced

All products and additional services such as installation, delivery, tech support, training, and other services must be priced. Any product or service provided free of charge should be listed in order to be included on any resulting contract award.

6. Evaluation Process

6.1. Evaluation Caveats

- a. **Proposal Rejection.** The Proposal Review Team reserves the right to reject any and all proposals, in whole or in part, received in response to this RFP. Proposals that are materially non-responsive will be rejected and CCOG will provide notice of rejection to the Bidder.
- b. **Negligence.** Negligence on the part of Bidder in preparing its proposal submitted in response to this RFP confers no right of modification or withdrawal of Bidder's proposal after the proposal due date.
- c. **Competitive Range.** It may be necessary to establish a competitive range. Factors from the evaluation criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

6.2. Evaluation and Scoring of Proposals

The Proposal Review Team will evaluate based on Bidder's proposal submission. Proposal scoring will be weighted as described in this section. Bidders should not assume that the Proposal Review Team is familiar with current or past work activities of any Bidder.

In scoring the proposals, the PRT will score in two (2) parts:

a. Part One – Technical Proposal Scoring Criteria:

The PRT will score Technical Proposals by assessing a Bidder's response to the questions presented in Proposal Form One: Technical Proposal. The PRT will read, review, discuss, and reach consensus on the final technical score for each Technical Proposal.

A maximum of 65 points will be awarded for the Technical Proposal and points will be distributed according to the schedule below.

- **Supplier Overview & Qualifications**
 - Twenty (20) total points allocated to:
 - Financial Strength & Legal Consideration
 - Industry Qualifications
 - Public Sector Focus
 - Customer References
 - Insurance Coverage

- **Products, Services, Capabilities**
 - Thirty (30) total points allocated to:
 - Products & Services Offering
 - Differentiators
 - Additional Features
 - Warranty
 - Customer Service
 - Order & Invoice Processing; Payment
- **Go to Market Strategy**
 - Fifteen (15) total points allocated to:
 - Public Sector Growth Plan
 - Bidder Organizational Structure & Staffing Relationship
 - Contract Implementation & Expectations

b. Part Two – Cost Proposal Scoring Criteria

In order to be considered for an award, and for the PRT team to review the Cost Proposal, A Technical Proposal must achieve a total of at least **45** points (a score which represents that Bidder can successfully perform the resulting contractual duties) out of the possible **65** points to qualify for continued consideration. Any Technical Proposal which does not meet the minimum required point threshold will be determined nonresponsive to this RFP and the associated sealed Cost Proposal will neither be opened nor considered.

Once the Technical Proposal has achieved a score of **45** points or greater, the PRT will review Cost Proposals to determine the best overall financial value. The PRT will take into account the Bidder's responses to the questions provided, pricing for products & services, and any costs or charges associated with service and support, reporting, and additional services proposed.

CCOG may, at its sole discretion, select specific data from Bidder's Cost Proposal to evaluate. CCOG also reserves the right to request additional pricing scenarios for the purpose of providing Market Basket Pricing or Project Based Pricing to compare Bidders' Cost Proposals more accurately.

A maximum of **35** points will be awarded for the Cost Proposal and points will be distributed according to the schedule below.

- **Pricing of Products & Service**
 - Thirty-five (35) total points allocated to:
 - Pricing for all available products and services
 - Ability for Members to verify that they received contract pricing
 - Other factors relevant to this section as submitted by the Bidder

7. Clarification & Negotiation

7.1. Proposal Clarification

Bidders identified as finalists may be requested to participate in a proposal clarification discussion as part of the evaluation process, if deemed necessary. The PRT reserves the right to select Bidders within the competitive range

for discussion and may not seek clarification of all Bidders. Any Bidders interviewed will bear all their costs of any scheduled interview.

7.2. Negotiation

CCOG, in its sole discretion, may request all Bidders in the competitive range to submit a Best and Final Offer. Bidders must submit their Best and Final Offers in writing. If a Bidder does not respond to the request for a Best and Final Offer, that Bidders most recent offer will be considered to be its Best and Final Offer.

8. Final Scoring and Supplier Recommendation

The total of each Bidder's Technical Proposal and Cost Proposal will be added together to calculate the final points awarded to each Bidder.

9. Final Supplier Recommendation

The PRT will recommend to CCOG as the lowest responsive and responsible Bidder(s) the technically qualified supplier(s) offering the proposal most advantageous to Members, taking into consideration factors such as price and the evaluation of criteria in the Technical Proposal.

10. Contract Award.

10.1. Award Criteria

CCOG will award the contract to the responsible Bidder whose proposal is most advantageous with price and other factors considered. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with CCOG.

10.2. Award Caveats

CCOG is under no obligation to issue a contract as a result of this solicitation if, in the opinion of CCOG and the PRT, none of the proposals are sufficiently responsive to the objectives and needs of Members, CCOG, or Equalis Group. CCOG reserves the right to not select any Bidder should CCOG decide not to proceed for any reason.

11. Protests

11.1. Protest of RFP

A protest may be filed by a prospective or actual Bidder alleging improprieties in the issuance of the RFP or any other event preceding the deadline for proposal submission. The protest must be sent via email to Procurement@EqualisGroup.org and prior to the proposal due date.

11.2. Contract Award Protests

Any potential or actual Bidder objecting to the award of a contract resulting from the issuance of this RFP may file a protest of contract award and must be submitted no later than 12:00 PM Eastern of the eighth (8th) calendar day after the public announcement of contract award. The Bidder(s) who would have been awarded the contract will be notified of the receipt of the protest.

11.3. Required information For Protest Submission

Whether for a protest of the RFP or contract award(s) the protest must be filed in writing and must contain the following information;

- a. The name, address, and telephone number of the protestor;
- b. The name and number of the RFP being protested;

- c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
- d. A request for a ruling by CCOG;
- e. A statement as to the form of relief requested from CCOG; and
- f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

CCOG will issue written decisions on all timely protests and will notify any protestor who filed an untimely protest as to whether or not the protest will be considered.

11.4. Protest Caveats

An untimely protest may be considered by CCOG if CCOG, in its sole discretion, determines that the protest raises issues significant to CCOG's procurement methodology. An untimely protest is one received by CCOG after the time periods set forth in this section.

11.5. Protest Submission

All protests must be filed at the following location:

Cooperative Council of Governments
Attn: Procurement
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139



Submitted By: GTY Technology Holdings Inc.
Cloud Solutions

RFP #:
COG-2139

ISSUED BY:
The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

Submitted:
October 9, 2022

SECTION TWO:
Proposal Submission Documents, Technical Proposal, Cost
Proposal and Other Required Forms



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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- ☒ **Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☒ **Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- ☒ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☒ **Proposal Form 4: Certifications and Licenses**
- ☒ **Proposal Form 5: Unresolved Findings for Recovery**
- ☒ **Proposal Form 6: Mandatory Disclosures**
- ☒ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☒ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☒ **Proposal Form 9: Clean Air Act & Clean Water Act**
- ☒ **Proposal Form 10: Debarment Notice**
- ☒ **Proposal Form 11: Lobbying Certification**
- ☒ **Proposal Form 12: Contractor Certification Requirements**
- ☒ **Proposal Form 13: Boycott Certification**
- ☒ **Proposal Form 14 Federal Funds Certification Forms**
- ☒ **Proposal Form 15: Arizona Contractor Requirements**
- ☒ **Proposal Form 16: New Jersey Requirements**
- ☒ **Proposal Form 17: General Terms and Conditions Acceptance Form**
- ☒ **Proposal Form 18: Equalis Group Administration Agreement Declaration**
- ☒ **Proposal Form 19: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	GTY Technology Holdings Inc.	
1.1.2. Corporate Street Address:	800 Boylston Street, 16th Floor Boston, MA 02199Zip.	
1.1.3. Website:	www.gtytechnology.com	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	GTY was formed in 2016. GTY completed the purchase the current product solutions on February 19, 2019.	
1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Julie Piesina
	Title:	Director Customer Development
	Phone:	1.877.707.7755 x 4469
	E-Mail Address:	jpiesina@gtytechnology.com
1.1.6. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	James Ha
	Title:	Chief Growth Officer
	Phone:	626.204.5338
	E-Mail Address:	james.ha@gtytechnology.com

1.2. Financial Strength & Legal Considerations

1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this	Please see Appendix A - Financials
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information as a "Trade Secret" per the terms outlined in the RFP.	
1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	N/A
1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	<p>RESOLVED: OpenGov Litigation. GTY Technology Holdings Inc. (the "Company"), Stephen J. Rohleder and Harry L. You commenced a lawsuit against OpenGov, Inc. ("OpenGov") in the United States District Court for the Southern District of New York captioned GTY Technology Holdings Inc. et al. v. OpenGov, Inc., No. 18-cv-10854 (the "New York Action"), and on November 20, 2018, OpenGov commenced a lawsuit against the Company, the Company's predecessor entity, GTY Technology Holdings Inc., in the Superior Court of the State of California in and for the County of San Mateo captioned OpenGov, Inc. v. GTY Technology Holdings Inc. et al., No. 18-cv-06264 (the "California Action").</p> <p>RESOLVED: Glatt Litigation. On August 18, 2020, dMY Sponsor, LLC and dMY Technology Group, Inc. initiated a civil action in the Supreme Court of the State of New York, County of New York by filing a complaint asserting a declaratory judgment cause of action (the "Glatt Action") against Carter Glatt, a former executive of the Company and Captains Neck Holdings LLC.</p> <p>UNRESOLVED: CostTree Litigation 2022. CostTree Holdings LLC ("CostTree") commenced a lawsuit against the Company, eCivis, Inc. ("eCivis").</p>
1.3. Industry Qualifications	



1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer or developer, distributor, dealer, reseller, or service provider?	Manufacturer (of software) & Service provider (SaaS)
1.3.2. Manufacturer Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.	N/A
1.3.3. Authorized Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u>	Single point of sale.
1.3.4. Network Relationship. If your company is best described as a manufacturer, developer, or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	N/A
1.3.5. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?	10+ years for our Solution Offerings included in this proposal 100% of the revenue comes from the products and services included in this proposal.
1.3.6. Geographic Reach. Describe your company's service area in the United	All geographic regions in the United States, including US territories.



States and which areas you intend to offer services under a resulting contract if awarded.	
<p>1.3.7. <i>Certifications and Licenses.</i> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when, and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 4 - Certifications and Licenses.</u></p>	<p>Bonfire: SOC2 Type II</p> <p>eCivis:</p> <p>eCivis has a team of Certified Grant Management Specialist's (CGMS) on full-time staff. The Certified Grants Management Specialist (CGMS) program was developed by the National Grants Management Association to provide an industry credential elevating professional standard, enhancing individual performance, and designating professionals who demonstrate the knowledge essential to the practice of grants management</p> <p>Questica:</p> <p>Microsoft Certified Business Partner Questica has achieved the top level of Microsoft Business Partners. all Gold Certified Partners must have passed the Microsoft Gold standards.</p> <p>Certified Ellucian Technology Partner Questica is a certified Ellucian Technology Partner and is badged Ethos Connected.</p> <p>Questica's integration has an off-the-shelf web service connector that allows for the connecting to the Ethos GraphQL API. Any data that the institution makes available in Ellucian's Data Access can be brought into Questica using Ethos.</p> <p>SOC 2 Type2 Questica Budget and its hosting partner Microsoft Azure are both SOC2 Type II compliant, a strong differentiator in the marketplace.</p>
1.4. Public Sector Experience	



<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p>Texas DIR - DIR-TSO-4363</p> <p>2020 - \$1,582,182 2021- \$1,216,554 2022 - \$2,002,323</p> <p>Texas DIR - DIR-TSO-4288</p> <p>FY 2020 \$5,816 FY 2021 \$204,709 FY 2022 \$587,681</p> <p>PCA OD-304-20</p> <p>2020 - \$616,717 2021 - \$860,174 2022 - \$669,830</p> <p>NASPO</p> <p>2020 - \$125,121 2021 - \$850,737 2022 - \$2,149,252</p> <p><i>*Please Note: This is a sample of current contracts, and not a comprehensive list of all awards under cooperative contracts.</i></p>						
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<table><tr><td>Education - Higher</td><td>\$2,418,120.50</td><td>5%</td></tr><tr><td>Education - K-12</td><td>\$2,102,008.42</td><td>4%</td></tr></table>	Education - Higher	\$2,418,120.50	5%	Education - K-12	\$2,102,008.42	4%
Education - Higher	\$2,418,120.50	5%					
Education - K-12	\$2,102,008.42	4%					
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<table><tr><td>Government</td><td>\$26,354,895.82</td><td>53%</td></tr></table>	Government	\$26,354,895.82	53%			
Government	\$26,354,895.82	53%					



1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:

- a. Customer contact person and their title, telephone number, and email address;
- b. A brief description of the products and services provided by your company;
- c. Customer relationship starting and ending dates; and,
- d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.

Reference 1.

City and County of Denver, CO

a. Kelly Gruenke, Budget Manager
(720) 913-5524

Kelly.greunke@devergov.org

b. Questica Budget: Operating, Personnel, Capital

OpenBook and Budget Book

c. October 2014 - Present

Reference 2.

City of Phoenix, AZ

a. Christopher Fazio, Deputy Director
(602) 534-9814

Christopher.Fazio@phoenix.gov

b. Sherpa Worked with the City to implement Operating and CIP budget processes within BFM. This included salary and benefit forecasting, 3+9 Base Expenditures, change forms Decision Packages and CIP forms that flowed through the numerous stages of the budget process. Additionally, sales tax and revenue forecasts were created to facilitate the budget process and Headcount tracking was implemented to allow for position control tracking within BFM. In later phases, Facilities/CIP requests and Position Management Tracking forms were created within BFM

c. April 2019 - present

Reference 3.



	<p>City & County of San Francisco, CA</p> <p>a. Theresa Kao, Office of the Controller - Systems Division (415) 554-7683 theresa.kao@sfgov.org</p> <p>b. The City County of San Francisco implemented this project to have a single enterprise solution for budget development, budget tracking and capital budgeting. The City's project was to provide a comprehensive budgeting suite to service multi-year base operating budgets, internal services, debt projections and scheduling, equipment purchases, salaries and benefits forecasting, capital budgeting (including scenarios/ranking/prioritization), long-term strategic financial planning, and comprehensive reporting and analytics.</p> <p>c. June 2020 – Present</p> <p>Reference 4.</p> <p>California State University Northridge</p> <p>a. Edith Winterhalter, Associate VP for Strategic Business Operations 818-677-4066 edith.t.winterhalter@csun.edu</p> <p>b. Questica Budget: Operating, Personnel, Capital OpenBook and Budget Book</p> <p>c. December 2020 – Present</p> <p>Reference 5.</p> <p>City of Atlanta Georgia</p>
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	<p>a. Elizabeth Johnson, Business and Services Improvements Manager, Commissioner’s Office, Department of City Planning 404.546.199 ejohnson@atlantaga.gov</p> <p>b. OpenCounter Products Provided – ZoningCheck, Business Portal, Residential Portal</p> <p>c. August 2018- Present</p>
1.5. PRODUCTS & SERVICES	
<p>1.5.1. <i>Product & Services Description(s).</i> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p><u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under an awarded contract.</p>	<p>Bonfire:</p> <p>Bonfire is an eProcurement solution that has the capability to dramatically improve the sourcing process, from request to contract. The following features make up the robust solution.</p> <p>Intake Requests: Departments interested in running a solicitation can use Bonfire’s Intake Request module to easily request a solicitation, and that request is automatically routed to the procurement office. Procurement users can configure the Intake Request Form to capture as much information about a request as they desire, and template that form out for future use. Bonfire offers a plethora of data, in the form of past projects, that are anonymously analyzed and saved into the platform, allowing procurement officers to compare their project to an existing one, or use an already completed project as the baseline for an upcoming solicitation. Projects can also be saved as templates internally.</p> <p>Advertising: Every bonfire client will have their own dedicated public portal where their issued solicitations will be displayed. The organization also has the option to issue public solicitations, private solicitations, and invite-only solicitations,</p>



	<p>and the option to display past opportunities that were awarded, closed, or canceled. Registered vendors are automatically notified of any new relevant solicitation issued on the portal.</p> <p>Approvals: Bonfire approvals are built to add additional layers of compliance and collaboration to key parts of the procurement workflow. Users in the platform can tie an approval request to key parts of the process. This might include tying an intake request to procurement leadership before a project is started, or a variety of potential approvals further down in the project development or award phases. This module is built to be dynamic; to ensure that the organization can loop in the proper stakeholders so that necessary workflows are captured, and that a complete record of the project is stored in Bonfire. Teams can create multiple steps of approvals or reviews.</p> <p>Vendor Management: Bonfire makes it easy for Vendors to register, at no cost to them, which ensures they will be automatically notified of any solicitation that pertains to their offered services, as well as any public notices, addenda, or notices of revision relating to a solicitation they have submitted to. The Bonfire solution also has the option to capture as much information as desired during the vendor registration process, as registration fields are completely configurable. Further, the solution can also track vendor documents, like insurance certificates, as well as DBE status certifications.</p> <p>Vendor Submission: Bonfire offers a simple, structured, and secure submission process. Vendors only take an average of eight minutes to complete their first submission in Bonfire, and it gets easier from there. Documents are received in an electronically sealed dropbox and cannot be viewed until the project submission deadline has passed. In addition, the unsealing of submission documents is dated and time-stamped for audit purposes, and can upload an</p>
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	<p>unlimited number of files, with no file size limit, and file types can be specified by the organization.</p> <p>Evaluation: Bonfire offers an in-depth, best-in-class evaluation process that lives in the platform. Purchasing staff can configure the evaluation in several ways. The evaluation process can be broken up into multiple Evaluation Groups, giving purchasing staff the freedom to define who will be seeing what piece of documentation, and what criteria will be used for scoring that group, i.e., the technical stage can be separated from the pricing stage to avoid any bias due to evaluators seeing the price before submitting their technical scores. Criteria can be defined and weighted in the platform and assigned to the appropriate reviewers. Those reviewers can be easily invited to evaluate, whether they are members of the organization, or belong to a third-party firm, and can be segmented into various evaluation groups. Bonfire's BidTables module allows for large and small multi-line-item bids to be quickly and automatically tabulated for lowest price bids. Bonfire also offers a powerful Questionnaires module for more qualitative solicitations, which allows for a side-by-side view of vendor responses to issued questions.</p> <p>BidTables: Bonfire allows for side-by-side comparison and analysis for large commodity purchases in a quantitative manner through multi line-item bids. BidTables will automatically extract every bid data point from a vendor's submissions, allowing the organization to review, filter, and rank received bids quickly and easily. All bids are displayed side-by-side, specifically to the itemized level, and with a heat map highlighting bids with the lowest prices. On top of this side-by-side view, BidTables instantly tabulates the optimal purchase decision (using one or more vendors) and produces a selection summary list of that outcome.</p>
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	<p>BidTables: easily allows you to adjust and instantly test ‘what-if’ scenarios to ensure you are making the optimal choice. Buyers and evaluators who manage multi-line-item bids love the efficiencies gained by this process, as they avoid the necessity of scoring individual spreadsheets or hard copies. The use of bid tables greatly reduces the amount of manual data entry involved in the process, along with the risk of human error.</p> <p>Questionnaires: Bonfire’s Questionnaires feature supports automatic side-by-side scoring to quickly evaluate large amounts of qualitative information. Like Bid Tables, the Questionnaires feature extracts the information from vendors’ submissions and organizes it side-by-side for ease of comparison. Bonfire’s Questionnaires module also provides an auto-scoring capability where vendors submit their responses in a formatted Excel file where they must fill in predetermined response fields, such as ‘True/False’, or ‘Does Not Meet/Meets/Exceeds.’ Bonfire can then apply predetermined criteria to auto-score the responses, allowing teams to score hundreds of questions in just a matter of seconds. Alternatively, the organization can choose to evaluate manually by scoring the questions sets in the easy-to-use, side-by-side scoring panel.</p> <p>Award & Contract: Awards can be made within Bonfire, and a notification will go out to the awarded vendor letting them know. The contract can then be generated in Bonfire’s Contract Management module, allowing organization staff to view contracts, track expirations of contracts and supporting documents, and issue performance surveys to staff to ensure the awarded vendor is delivering the promised service adequately.</p> <p>Reporting: Every single aspect of the solicitation is captured in Bonfire, and date and timestamped. The entire sequence can then be downloaded into a Microsoft Word report to</p>
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	<p>ensure complete transparency and defensibility for audits and protests. A complete breakdown of scores and comments can also be downloaded in an excel document.</p> <p>Community Projects & Cooperative Contracts: Bonfire Community Projects allows organizations to sift through over 63,000 projects by different public sector agencies across North America. To allow for as broad or as narrow of a selection as is desired, results can be filtered by project type, status, and location. All project details and documents can be viewed and downloaded, allowing staff a head start when running a new or unfamiliar solicitation. Bonfire is also integrated with CoProcure, enabling customers to browse over 50,000+ competitively solicited cooperative contracts.</p> <p>Contract Management: Bonfire Contract Management helps teams digitize all types of contracts and agreements through an easy-to-use, highly configurable dashboard. Like eSourcing and Vendor Management, Contract Management is a highly visual user interface, making it easy to view contract status and proactively manage important dates and reminders. Within a contract, you can view a timeline of all your major milestones, actions, lead times, terms/change orders, and reminders, to help keep you on track. All this information can be exported for reporting purposes.</p> <p>Vendor Performance Management: Bonfire Vendor Performance Management allows the organization to track the performance of vendors they are under contract with. This information is stored in the "Vendors" and "Contracts" sections of Bonfire. Users can also create custom vendor performance surveys for specific vendors, determine the desired respondents and custom scorecard, and set a cadence for surveys to be automatically sent. On the Vendor Records page, users can see how their vendors are performing, and flag any risks with their performance.</p>
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	<p>eCivis:</p> <p>eCivis' Grants Network™ is a modular solution that has been a full-service product for over 10 years and is specifically built for managing the full grants management lifecycle in state and local government and will standardize and streamline processes so that grant staff can save time, increase transparency, reduce redundancies, data entry, mitigate compliance risk, and improve organizational collaboration and knowledge. eCivis customers see improved compliance and mission outcomes, operational efficiencies, cost savings, and maximize their funding. The solution consists of the following available components:</p> <p>Pre-Award Management: eCivis' Grants Network™ provides the nation's largest professionally curated database of grant opportunities, which allows your grant staff to find relevant grants faster and align funding opportunities to strategic priorities of your organization. The professionally curated grants database allows for users to search for opportunities from Federal, Foundation, and select States, provides summarized information and previously funded applications for references. eCivis' Grants Network provides project management capabilities through ad hoc and templated tasks to manage the application preparation and submission stages.</p> <p>Post-Award Management: eCivis' Grants Network centralizes and automates tasks related to the implementation and close-out of all awarded grants. The tracking and reporting capabilities allow for comprehensive project and grants management. The solution also can import financial transactions from your ERP or financial system directly into the eCivis system to combine all your programmatic and fiscal grant data in one centralized system.</p> <p>Subrecipient Management: Using one centralized portal, Grantors can streamline application intake, post-award reporting, communicate with</p>
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	<p>subrecipients, and establish clear goals and priorities to ensure grants are performing in compliance with Uniform Guidance requirements.</p> <p>eCivis Portal: A free online network that simplifies the grants process for a Grantor's applicants/subrecipients and allows for a streamlined location to submit applications and manage awards.</p> <p>Allocate: Cloud-based cost allocation software that allows you to automatically determine indirect costs and develop budgets by quickly importing your cost data and excel spreadsheets all into one platform. The solution is a user-friendly, web-based, and dedicated Grants Management platform that centralizes, facilitates, and manages all components of the Organization's grant management process, including the following:</p> <ul style="list-style-type: none"> ▪ Finding relevant grants and determining eligibility faster ▪ Provide robust ability to aggregate and report accomplishments, award status, grant status, fiscal status, and project/program completion status across projects by type and/or funding source. ▪ Centralized storage of grant project records and documents ▪ Robust task management to align with business processes and internal controls policies and procedures. ▪ Leverage online technology to improve customer service, program accountability and accessibility, and overall program management of Grantor Programs. ▪ Improve efficiency of project application, review, selection, reporting, oversight, and data compilation ▪ Maintenance of embedded workflows & online applications ▪ Standardize data entry by applicants and projects ▪ Standardize and modernize common practices and procedures
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	<p>OpenCounter:</p> <p>OpenCounter's Business and Residential Portals allow customers to answer permitting/licensing questions online, which improves the end-user customer experience while saving staff time. In addition to Business and Residential permitting, OpenCounter also provides permitting decision tree software for Special Event permitting.</p> <p>OpenCounter's Permit Discovery Portals are designed to redirect customer inquiries to an online self-service portal. Customers have 24/7 access to information that provides a complete picture of the permitting and licensing requirements for their specific project and location. The result is a significant reduction in the complexity and ambiguity customers face when creating a new business, renovating their home, or planning a public event. Redirecting customer inquiries online will save valuable time for staff to focus on high priority work, such as processing submitted applications, reducing turnaround time.</p> <p>To capture all the requirements necessary to provide public users with complete information for their specific project, OpenCounter works with departments and agencies across the jurisdiction, to capture requirements, fees, possible incentives, and other critical pieces of information.</p> <p>OpenCounter's Permit Discovery Portals are designed with accessibility in mind. The Portals are mobile-friendly and can be used on any internet connected device from any location. Also, the Portals can be translated into approximately 40 different languages using human-powered language translation services.</p> <p>OpenCounter's Permit Discovery solution includes an Admin Portal where City personnel have access to an Analytics Dashboard showing the volume of user utilization, staff efficiency, scoping time, lookups by permission, lookups by land use, heatmap of interest in your jurisdiction, and more.</p>
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	<p>Also, the jurisdiction staff have access via the Admin Portal to all project related information including:</p> <ul style="list-style-type: none">▪ Location▪ parcel,▪ clearance determination▪ land use,▪ zoning district▪ zoning overlays▪ permit▪ requirements▪ fee calculations▪ questions asked/user responses <p>On the administrative side, we work with your team to understand internal workflow and translate regulations into a user-friendly digital process for staff. Our team’s public sector experience along with innovative project management tools ensures that the implementation is both accurate and on-track. Our technology allows for concurrent reviews/approvals and provides a centralized place for all departments to see everything that’s happening on an event/project without having to call or email each other for a status update. These tools, along with reporting and data download capabilities will reduce bottlenecks in workflow, the amount of time staff spend on administrative tasks, and permit issuance time.</p> <p>OpenCounter strives to help our clients achieve administrative and operational efficiency by providing a full-service support model that includes making updates and modifications to all aspects of the software on behalf of jurisdiction personnel. OpenCounter’s full-service offering requires less City oversight/administration and is included in the cost proposal found in this document.</p> <p>OpenCounter’s key team members come from across our organization to provide best-in-class customer support. OpenCounter’s Government Services team manages the implementation and product build-out from beginning to end. The Government Services Team exclusively comes from the public sector, which affords us the unique ability</p>
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	<p>to understand both the intent of the regulation as well as its practical application. OpenCounter's solution implementations take weeks to months rather than months to years, which sets us apart from other firms.</p> <p>Sherpa:</p> <p>Sherpa Budgeting – Budget Formulation and Management</p> <ul style="list-style-type: none"> ▪ Enterprise budgeting for state, local and education. ▪ Operating and capital budget development. ▪ Biennial and multiyear budgeting. ▪ Flexible workflow and decision tracking. ▪ End-user reporting and querying. ▪ Modeling and forecasting. ▪ Position cost forecasting. ▪ User configurable budget forms and processes. ▪ Decision tracking and analytics. <p>Sherpa Analytics and Dashboards</p> <ul style="list-style-type: none"> • Cloud-based comprehensive financial reporting structure to meet every reporting need - budget preparation, budget monitoring performance tracking, capital budgeting, and ad-hoc analysis. <ul style="list-style-type: none"> ▪ Ability to format and print text. Report on any text field by a simple query. ▪ Narrative is reportable alongside all other data. ▪ Data is all real time. ▪ Standard reports are configured to precise requirements. ▪ End users can copy standard reports and make them their own with unlimited ad hoc capabilities. ▪ Drill to detail from tabular and graphic views. ▪ Integrates performance data directly from agency systems including mapping and visualization tools and dashboards.
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	<p>Sherpa Publishing</p> <ul style="list-style-type: none"> ▪ Cloud-based automated publishing of budget books and documents. ▪ Directly acquire information from a multitude of sources, including the most up-to-date budget and narrative information. ▪ Create budget documents with tables, text, images, graphs, table of contents, indices, hyperlinks, and other information as needed. ▪ Distribute publishing to a wide variety of users, who can all collaborate in developing the content required for the book. ▪ Users can view in real-time how their sections of the book will print, well in advance of printing the document. <p>Sherpa Transparency</p> <ul style="list-style-type: none"> ▪ Build trust with citizens by transparent financials and accountable metrics. ▪ Showcase financial and non-financial data with interactive charts, tables and graphics with descriptive text, and informational pop-ups. ▪ Share data through all social channels, access via web and mobile. ▪ Engage with council, staff, citizens, and others in your community for better conversations about programs and services. ▪ Minimize data duplication/re-entry with seamless integration with Sherpa Budget. <p>Questica</p> <p>Questica replaces existing budget processes with our flexible, cloud-based public sector budgeting solution that implements greater efficiencies by fully automating the budget process.</p> <p>Questica Budget's integrated Operating, Personnel, Capital, and Performance modules along with our OpenBook visualization tool form</p>
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	<p>the solution that enables public sector customers to transform their budgeting cycle from end-to-end with a single source of truth that enables data-driven budgeting and decision-making, while improving transparency.</p> <p>Operating module:</p> <p>Questica Budget is designed for non-finance and non-technical users across multiple departments to collect, prepare and maintain budget information directly in the system. Budgets can be categorized on an organizational basis where cost centers roll-up into their respective departments and divisions. Cost centers can easily be moved from one department and division to another, as well as from one fund to the next. Additional hierarchical structures can be configured as needed.</p> <p>Role-based security ensures that users have streamlined access to only the data and functions that they need. Cost Center information can be maintained, and comments, notes, and attachments (e.g., scans, documents, or links) may be added to the budget or even to the detailed line items.</p> <p>Personnel Planning module:</p> <p>Because a public sector organization's budget is comprised mostly of personnel expense, the ability to budget personnel as accurately and granularly as possible is essential to developing a reliable budget and pinpointing challenges early to proactively develop solutions.</p> <p>Questica's Personnel module supports a complex compensation budget with easy-to-use tools to accurately budget and forecast salaries, wages, and modifiers (e.g., health benefits) independently by month (if desired) for each position or employee.</p> <p>Capital Planning module:</p> <p>Questica's dedicated Capital module allows for the creation of capital project budgets including</p>
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	<p>phases, funding, multi-year budgets, and updates to the operating budget impacts.</p> <p>Questica Capital module simplifies and centralizes the process of Capital budget planning and execution, empowering staff to enter details and make capital requests with approval workflow.</p> <p>Performance module:</p> <p>Questica Budget's Performance module enables organizations to establish objectives and facilitates tracking their progress towards achieving targets over time. Targets can be defined for the measures that an organization wishes to track, and using warning and critical threshold limits, those items requiring focus and attention can be easily identified.</p> <p>Measures, whether financial or statistical, may reference existing values already in the system, or may otherwise be manually entered. In either case, these measures can also be calculated based on other measures. They can be consolidated under various Programs and can also be incorporated into an Organizational Scorecard. Responsibilities can be established for the various Programs and Measures, inclusive of due date and automated reminders, to facilitate workflow processing.</p> <p>OpenBook Visualization and Transparency:</p> <p>Questica Budget's OpenBook tool fosters open and accessible transparency for public agencies, enabling the City's information to be visualized in an array of charts, tables, bars, graphs, and include descriptive text, and informational pop-ups.</p>
1.5.2. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.	N/A
1.5.3. Open Market Products. Provide a detailed description of your ability to	N/A



<p>accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	
<p>1.5.4. <i>Warranty.</i> Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u></p>	<p>Software Limited Warranty. GTY warrants that the Platform Services will operate in substantial conformity with the applicable written documentation provided by GTY. For any breach of this warranty, Customer’s remedy shall be that GTY will, at its expense, correct any errors identified by Customer in the Platform Services. GTY also warrants that it will maintain hosted Platform Services at reputable third-party service providers and hosting facilities. GTY warrants that it has implemented industry best practices security measures, including without limitation, technical, physical, and procedural controls to protect Customer Data against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by GTY, whether by accident or otherwise. However, the Customer acknowledges and agrees that, notwithstanding such security measures, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Platform Services and Customer Data. Accordingly, GTY cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.</p>
<p>1.5.5. <i>Security.</i> Describe the security protocols in place to ensure the safe transmission of information being shared through your products and services.</p>	<p>GTY Technology Holdings Inc. has implemented industry best practices security measures, including without limitation, technical, physical, and procedural controls to protect Customer Data against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by GTY. Data is encrypted in transit and at rest. All traffic between the customers and GTY solutions are secure during transit. GTY servers are configured to switch any unencrypted requests over to an encrypted connection. We also test our backup and recovery processes to ensure that we can recover data in the event of a disaster.</p>



2. <u>Business Operations</u>	
2.1.1. Logistics	
2.1.2. <i>Distribution & Shipping Capabilities.</i> Describe how supplier proposes to distribute the products/services in Bidder's defined geographic reach. Your response may include, but is not limited to, information related to the number of distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.	<p>There is no physical delivery/installation with GTY solutions. GTY platforms are cloud-based, SaaS solutions. GTY solutions are accessible to any user through their internet browser if they have an internet connection.</p> <p>As part of the implementation experience, a GTY implementation manager will assist with any required customizations or configurations.</p>
2.2. Customer Service	
2.2.1. <i>Customer Service Department.</i> Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.	<p>Upon joining GTY (Bonfire, eCivis, Questica, and Sherpa), customers will have access to a dedicated Customer Success Manager (CSM) who will act as an additional support pillar beyond GTY's customer support team. The CSM will help facilitate training, offer best practices on new projects, help provide continuous learning, and be available to facilitate any technical support questions.</p> <p>Technical support is available for anyone interacting with GTY solutions (purchasers, evaluators, vendors, and more) via - telephone (toll-free), chat, and email, from Monday-Friday, from 7am-7pm CST, website articles, videos, and live chat. all users.</p> <p>OpenCounter provides technical support, solely to the Support Contacts, regarding the operation of the features and functionality of the Hosted Services, via phone during OpenCounter's standard support hours, or via email at support@opencounter.com. OpenCounter's support hours are Monday through Friday, 6:00 AM to 4:00 PM Pacific Time, excluding federal holidays.</p>
2.2.2. <i>Training & Support.</i> Describe any training or other support resources you provide to	GTY offers a flexible, customer centric approach to training services which include, but is not limited to:



support end users in better understanding how to utilize your products and services?	Remote Training Services, On-Site Training Services, Train-the-Trainer Services, & Knowledge Center (On-Line) services.
2.2.3. Implementation. Outline any implementation or other resources you provide in helping to configure your solutions, whether during the initial startup, or ongoing as part of the software maintenance.	Please see Appendix C – Solution Overview & Implementation
2.3. Customer Set Up; Order & Invoice Processing; Payment	
2.3.1. Order & Invoice Process. Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.	GTY invoices clients on a project and/or annual basis. Upon receipt of a signed Sales Order, GTY will issue an invoice with Net 30 terms for payment via check, credit card, ACH, or SWIFT.
3. PRICING	
3.1. Cost Proposal	
3.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.	<p>Our pricing model is comprised of 2 components:</p> <p>A. Software as a Service (SaaS) – all our solutions are Commercial Off The Shelf (COTS) software applications which are priced on a subscription basis. The overall subscription fee comprised of 3 components:</p> <ol style="list-style-type: none"> 1. Cost of the software (this is amortized to reduce the upfront costs). As such, some solutions require a minimum 5-year subscription term in our Agreements 2. Cloud hosting services –our solutions are cloud hosted with tier 1 hosting services providers (AWS, Azure)



	<p>3. Ongoing maintenance and support</p> <p>B. Implementation Services – these are quoted individually for each purchase, as they are unique to the requirements of each project. Implementation services are quoted on a fixed price deliverable basis according to an agreed upon Scope of Work, which provides cost certainty to our customers. Implementation of our software can comprise any/all the following deliverables:</p> <p>C. Consulting services included fit gap analysis, business process review and change management</p> <ol style="list-style-type: none">1. Project management2. Data migration3. Integrations4. System configuration5. Customizations6. Testing7. Training <p><i>SaaS pricing will be quoted as per the list pricing provided in in our response. We would propose sharing copies of all contracts that leverage the Master Agreement with Equalis so that they can be audited for compliance with our list pricing. Similarly, the hourly rate for services that is used to arrive at implementation services pricing can be audited by this same process.</i></p>
<p>3.1.2. Auditable. Describe how the proposed pricing model can be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>GTY will report upon utilization to CCOG to ensure all contracts follow, and adhere to, the Master Agreement pricing.</p>



<p>3.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
	<p>Click or tap here to enter text.</p>
<p>3.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>GTY will extend a 15% discount upon the purchase of 2 or more GTY solutions. The discount requires a new contract for each product.</p>
<p>3.1.5. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p>	<p>N/A</p>
<p>3.1.6. Total Cost of Acquisition. Identify any total cost of acquisition costs that are <u>NOT</u> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>N/A</p>
<p>4. <u>Go-To-Market Strategy</u></p>	
<p>4.1. Bidder Organizational Structure & Staffing of Relationship</p>	



<p>4.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas:</p> <ol style="list-style-type: none">1. Executive Contact2. Contract Manager3. Sales Leader4. Reporting Contact5. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>Executive Contact: James Ha, Chief Growth Officer</p> <p>Contract Manager: Jon Bourne, Executive Vice President, General Counsel and Secretary</p> <p>Sales Leader: James Ha, Chief Growth Officer</p> <p>Reporting Contact: Julie Christina Piesina, Director, Customer Development</p> <p>Marketing Contact: Heather Hennessy, VP of Marketing</p>
<p>4.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>GTY Technology is a purpose-built vertical SaaS/Cloud company that provides budget, grants management, payment, permitting and procurement solution primarily to North American State, Local and Education (SLED) organization. GTY Technology employs a full-time, in-house sales team of 100+ people located across the United State and Canada. GTY Technology is proud to serve over 2,000 public sector organizations.</p> <p>The sales organization is assigned territory based on geographic region, organization type, and size. A sales team may include a Business Development Representative, Account Executive, Sales Engineer or Solutions Architect, and a Customer Success Manager. For complex engagements (e.g., large local government and state government), a Project Manager, or Implementation Lead may be assigned to the selling team.</p> <p>Key Sales Leaders: James Ha, Chief Growth Officer</p> <p>Stefan Baerg, SVP of Sales (Budget and Grants Management)</p> <p>Bill Brunson, VP of Sales (Procurement)</p>
<p>4.2. Contract Implementation Strategy & Expectations</p>	



4.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?	here to enter response. Upon a contract award, GTY Technology would evaluate resources and additional resources as needed to successfully deliver the solutions under contract. ere to enter response.
4.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.	<p>Upon a contract award, GTY Technology would evaluate resources and additional resources as needed to successfully deliver the solutions under contract.</p> <p>Our Vision. GTY Technology is a portfolio of cloud-first solutions designed to support critical public sector functions in a fragmented technology market. GTY is the first platform to deliver multiple enterprise solutions across the core functions of budget, digital engagement, grants management, payment, permitting, and procurement. GTY will become the first cloud platform that connects the data between public administration functions and civic and partner facing functions so governments can seamlessly transform how it attracts and engages its stakeholders for the next 100 years. GTY believe this partnership will help deliver better services and great impact to the communities its customers serve.</p> <p>Redefining end-to-end. GTY Technology products provide deep coverage across core revenue and cost management functions in State and Local government, and Education, or SLED. GTY customers can pursue managed budgets, track capital projects, procure goods and services, provide license and permits, and accept payments for services and taxes, and pursue and manage federal funding with a single partner.</p> <p>Revenue Management. Our digital services provide the deepest integration with banking and payment services in the industry creating a secure, tightly integrated system to manage the intake of payment and service revenue. GTY customers can also pursue, manage, and administer their own grant funds. These capabilities give customers a comprehensive view of operating revenue across tax revenues, services fees, and grant funding.</p>



	<p>Expert Implementation and Support. GTY solutions are implemented by full-time, in-house professional services team. The team consists of 50+ highly experienced professionals. GTY will engage third-party partners in the areas of change management, business process redesign, and staff augmentation as required by each customer and agreed upon in a formal scope of work. GTY provides customers with customer success and customer support services. In some cases, these resources are 100% dedicated to an account based on the scope of work.</p> <p>Sales and Marketing. GTY solutions are sold through a direct sales and marketing team of over 150 professionals. GTY's go-to-market strategy is to highlight its 2,000+ customers. GTY customers provide potential State and Local government, and Education customers with confidence in GTY and its ability to deliver on time and on budget. GTY products have served customers for more than a decade, delivering proven SaaS/Cloud solutions that work.</p> <p>Modern SaaS/Cloud. GTY solutions can be sold immediately upon contract award. Sales and implementation teams can be scaled appropriately as needed. GTY has the resources and capital to make investments to support growth as required.</p> <p>.</p>
4.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?	<p>GTY Technology's 5-year sales objectives are as follows:</p> <p>Year 1: \$2,474,573.43</p> <p>Year 2: \$3,464,402.80</p> <p>Year 3: \$4,850,163.92</p> <p>Year 4: \$6,305,213.09</p> <p>Year 5: \$8,196,777.02</p>
5. ADMIN FEE & REPORTING	
5.1. Bidder Organizational Structure & Staffing of Relationship	



<p>5.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement</u>.</p>	<p>2%</p>
<p>5.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>YES</p>
<p>5.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>GTY contracts team will report on, and monitor, all orders and invoicing against CCOG to ensure compliance.</p>



OTHER REQUIRED PROPOSAL FORMS:

- ☒ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☒ **Proposal Form 4: Certifications and Licenses**
- ☒ **Proposal Form 5: Unresolved Findings for Recovery**
- ☒ **Proposal Form 6: Mandatory Disclosures**
- ☒ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☒ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☒ **Proposal From 9: Clean Air Act & Clean Water Act**
- ☒ **Proposal From 10: Debarment Notice**
- ☒ **Proposal Form 11: Lobbying Certification**
- ☒ **Proposal Form 12: Contractor Certification Requirements**
- ☒ **Proposal Form 13: Boycott Certification**
- ☒ **Proposal Form 14 Federal Funds Certification Forms**
- ☒ **Proposal Form 15: Arizona Contractor Requirements**
- ☒ **Proposal Form 16: New Jersey Requirements**
- ☒ **Proposal Form 17: General Terms and Conditions Acceptance Form**
- ☒ **Proposal Form 18: Equalis Group Administration Agreement Declaration**
- ☒ **Proposal Form 19: Master Agreement Signature Form**



PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans' business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE")

Respondent certifies that this firm is a SBE or DBE: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)



PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

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 Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

N/A

(The rest of this page is intentionally left blank)



PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes
☒ No



PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A



PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

- ☐ Yes
- ☒ No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Click or tap here to enter text.



PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, James Ha, hereby certify and affirm that GTY Technology Holdings Inc., has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, James Ha, hereby certify and affirm that GTY Technology Holdings Inc., is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, James Ha, hereby certify and affirm that GTY Technology Holdings Inc., is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, James Ha, hereby certify and affirm that **GTY Technology** either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, James Ha, hereby affirm that this proposal accurately represents the capabilities and qualifications of GTY Technology, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as



described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*



PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is 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.

Authorized signature:

A handwritten signature in blue ink, appearing to read 'James Ha', written over a horizontal line.

Printed Name:

James Ha

Company Name:

GTY Technology Holdings Inc.

Mailing Address:

800 Boylston Street, 16th Floor,
Boston, MA 02199

Email Address:

james.ha@gtytechnology.com


Job Title:

Chief Growth Officer



PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, 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.

Respondents Name:	James Ha
Mailing Address:	800 Boylston Street, 16th Floor Boston, MA 02199
Signature	
Title of Signatory:	Chief Growth Officer



PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

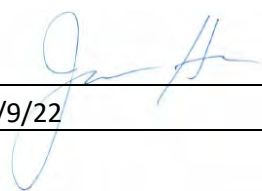
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:

Date:



11/9/22



PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *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 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 Respondent 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 CCOG Participating entities in which work is being performed.

2. *Fingerprint & Criminal 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 Respondent 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.

Signature: _____

Date: 11/9/22



PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? **JH**

(Initials of Authorized Representative)



PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$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 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? **JH** [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation.

Proposal Submitted by GTY Technology Holdings Inc. 2022



Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? **JH**

(Initials of Authorized Representative)

3. *Equal Employment Opportunity*

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? **JH**

(Initials of Authorized Representative)

4. *Davis-Bacon Act*

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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 Supplier Partner 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.



Does Bidder agree? **JH**

(Initials of Authorized Representative)

5. *Contract Work Hours and Safety Standards Act*

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Bidder agree? **JH**

(Initials of Authorized Representative)

6. *Right to Inventions Made Under a Contract or Agreement*

If the participating agency's 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 or 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.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? **JH**

(Initials of Authorized Representative)

7. *Clean Air Act and Federal Water Pollution Control Act*

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).



When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? **JH**

(Initials of Authorized Representative)

8. *Debarment and Suspension*

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 1966 Comp. p. 189) and 12689 (3CFR 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? **JH**

(Initials of Authorized Representative)

9. *Byrd Anti-Lobbying Amendment*

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? **JH**

(Initials of Authorized Representative)

10. *Procurement of Recovered Materials*



For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? **JH**

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? **JH**

(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? **JH**

(Initials of Authorized Representative)



13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? **JH**

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? **JH**

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? **JH**

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized
signature:



Printed Name: James Ha
Company Name: GTY Technology Holdings inc.
Mailing Address: 800 Boylston Street, 16th Floor
Boston, MA 02199
Job Title: Chief Growth Officer



PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension



of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree? **JH**

(Initials of Authorized Representative)

Date: 11/9/2022



PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input type="checkbox"/> Yes
	<input checked="" type="checkbox"/> No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:
Street:
City, State, Zip Code:

Complete as appropriate:

I, , certify that I am the sole owner of , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, , a partner in , do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, , an authorized representative , a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.



(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name

Address

Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature:

Date:

[Click or tap here to enter text.](#)



B. Non-Collusion Affidavit

Bidder Name: Enter Bidder Name

Street Address: Enter Bidder Name

City, State Zip: Enter Bidder Name

State of New Jersey

County of Insert County name

I, Insert name here, of the Insert name of City in the County of Insert name of County, State of Insert name of State of full age, being duly sworn according to law on my oath depose and say that:

I am the Insert name of job title of the firm of Insert company name, the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature:

Job Title: Insert job title here.

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL



C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name: Click or tap here to enter text.
Street Address: Click or tap here to enter text.
City, State, Zip Code: Click or tap here to enter text.

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

☐ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

☐ Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature: _____
Title of Signatory: Click or tap here to enter text.
Date: Click or tap here to enter text.

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

Proposal Submitted by GTY Technology Holdings Inc. 2022



The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public



agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the



committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**



CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insert vendor name here.		
Address:	Insert street address here.		
City:	Insert City Here.	State:State.	Zip:Zip Code

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____	Insert Full Name	Insert Title.
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)



Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	\$Amount
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Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount



☐ Check here if the information is continued on subsequent page(s)



List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders
{County Executive}

County Clerk
Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name

Name: Stockholder Name

Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Subscribed and sworn before me this ____ day of _____, 2 ____.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☒ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

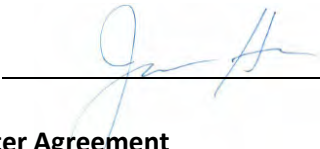
☒ Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.

☐ Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal 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 proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal 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.

Company Name GTY Technology Holdings Inc.
800 Boylston Street, 16th Floor
Address _____
City/State/Zip Boston, MA 02199
Phone Number 626.204.5338
Email Address james.ha@gtytechnology.com
Printed Name James HA
Job Title Chief Growth Officer
Authorized Signature 

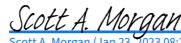
Initial Term of the Master Agreement


Contract Effective Date: January 1, 2023
Contract Expiration Date: December 31, 2026
Contract Number: COG-2139C

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: 
Scott A. Morgan (Jan 23, 2023 08:21 EST)
Name: Scott A. Morgan
As: CCOG Board President
Date: Jan 23, 2023

By: 
Name: Eric Merkle
As: SVP, Procurement & Operations
Date: Jan 20, 2023

Agreement - GTY & CCOG (Master) - 2023.01.01

Final Audit Report

2023-01-23

Created:	2023-01-20
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEAjwkLUUDRDTAqbD91DS5iCkS6aSNsC8

"Agreement - GTY & CCOG (Master) - 2023.01.01" History



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Signature Date: 2023-01-20 - 6:51:22 PM GMT - Time Source: server- IP address: 216.201.207.58



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Signer smorgan@cuyahogalibrary.org entered name at signing as Scott A. Morgan

2023-01-23 - 1:21:37 PM GMT- IP address: 66.213.22.193



Document e-signed by Scott A. Morgan (smorgan@cuyahogalibrary.org)

Signature Date: 2023-01-23 - 1:21:39 PM GMT - Time Source: server- IP address: 66.213.22.193



Agreement completed.

2023-01-23 - 1:21:39 PM GMT



Adobe Acrobat Sign