

**ORIGINAL**



**eProcurement & Contract Management  
Solutions  
RFP# 21-203**

TO: Susan Lightfoot, Purchasing Director

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

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

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

ADDENDUM 1 June 9<sup>th</sup>: RECEIVED AND READ  
ADDENDUM 2 June 10<sup>th</sup>: RECEIVED AND READ

**Response by: Govlist, Inc. dba**



**ProcureNow**  
An OpenGov Company

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

Key Personnel:

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

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

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## Cover Letter

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

Dear Susie,

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

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

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

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

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

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

Sincerely,



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

## Section 1 – Executive Summary

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

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

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

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

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

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



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

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

## Section 2 – Product Offerings

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

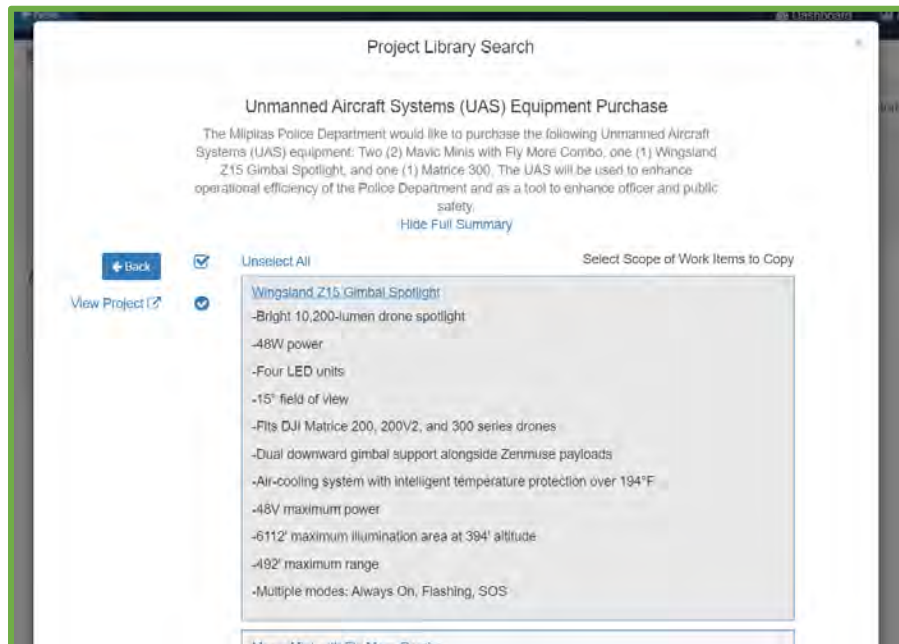
### Typical Existing Scenarios and How ProcureNow Helps

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

#### Writing Specifications and Developing Contracts

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

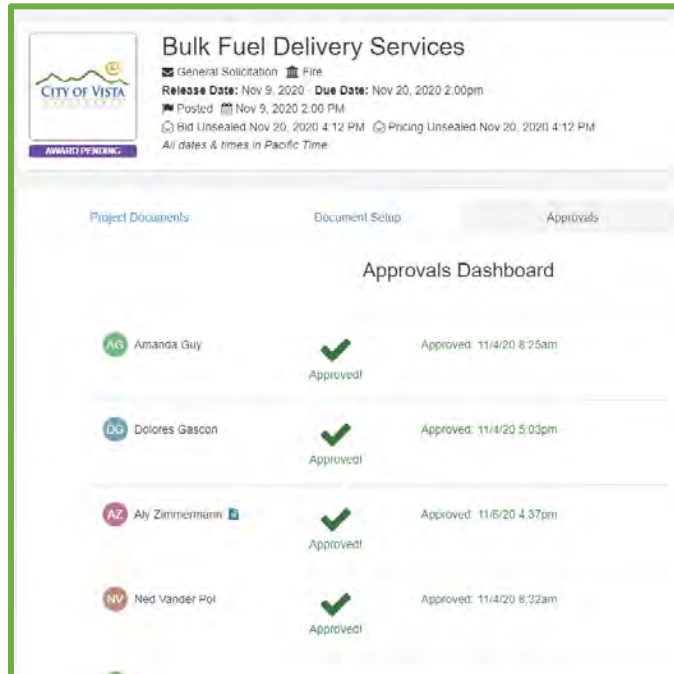
They will now be able to do this within the ProcureNow app. Whether the solicitation came from within, from another ProcureNow agency, or by linking the user to cooperative purchase options, we make "borrowing" much easier because your solicitation will have your up-to-date compliance language at the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



## Scheduling

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

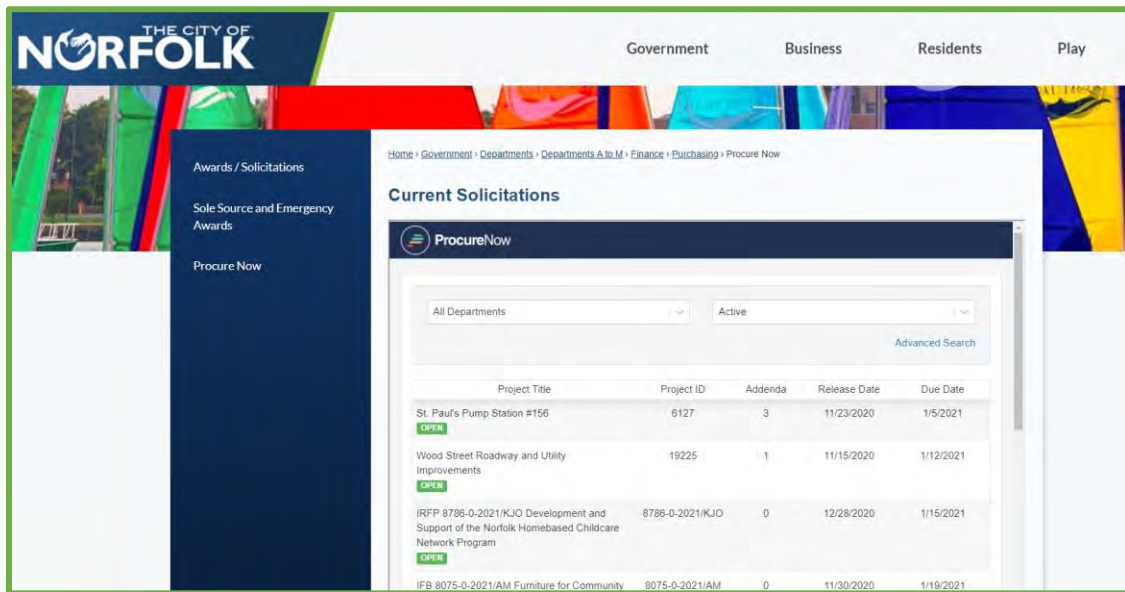
With ProcureNow, this will all be completed within the tool, eliminating the multiple entry in multiple locations. Staff members can be invited to receive notification about important timeline dates, bid openings being one of those notifications. The Clerk can have their own access to ProcureNow to approve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



## Posting

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

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



The screenshot displays the ProcureNow interface for the City of Norfolk. The header includes the City of Norfolk logo and navigation links for Government, Business, Residents, and Play. The main content area is titled "Current Solicitations" and features a search filter for "All Departments" and "Active". Below the search filters is a table listing four active solicitations, each with a green "OPEN" status indicator.

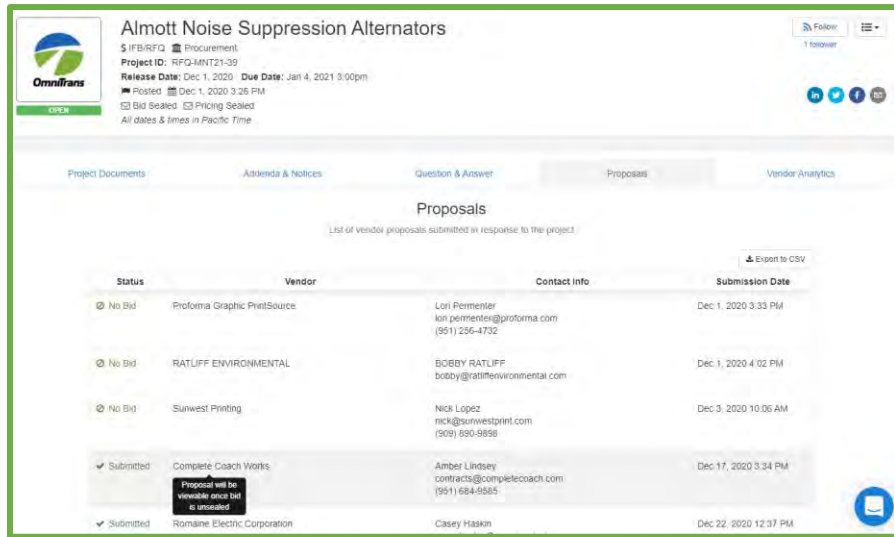
Project Title	Project ID	Addenda	Release Date	Due Date
St. Paul's Pump Station #156	6127	3	11/23/2020	1/5/2021
Wood Street Roadway and Utility Improvements	19225	1	11/15/2020	1/12/2021
IRFP 8786-0-2021/KJO Development and Support of the Norfolk Homebased Childcare Network Program	8786-0-2021/KJO	0	12/28/2020	1/15/2021
IFB 8075-0-2021/AM Furniture for Community	8075-0-2021/AM	0	11/30/2020	1/19/2021



## Collection

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

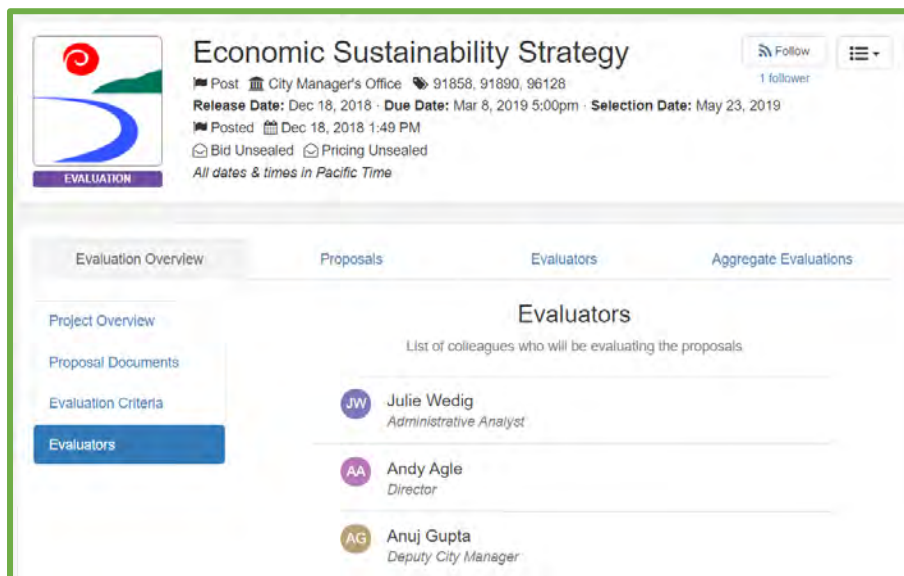
No one, not even ProcureNow administrators, can access a submitted bid. Similar to how it is described above, only the Vendor name, contact information, and timestamp will be visible. Your bid packages are virtually "set aside" until the bid due date. Once you are live, you'll never have to handle a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



## Submittals – RFPs:

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

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



## Submittal – Bids:

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

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

**Heavy-Duty Transmission Jacks**  
 \$ IFB/RFP Procurement  
 Project ID: RFQ-MNT1-36  
 Release Date: Nov 17, 2020 Due Date: Dec 17, 2020 3:00pm  
 Posted: Nov 17, 2020 2:57 PM  
 Bid Unsealed: Dec 17, 2020 3:00 PM Pricing Unsealed: Dec 17, 2020 3:00 PM  
 All dates & times in Pacific Time

**Bid Tabulations**

Selected Vendor Totals

Vendor	Total
Weston International	\$16,166.67
B&B International LLC	\$20,480.04
Elite Automotive Services	\$21,996.36
Am & Lube Systems, Inc.	\$22,126.56
K&K Automotive Inc.	\$22,667.04

**Bid Price Form**

Item	Unit of Measure	Quantity	Am & Lube Systems, Inc.	B&B International LLC	Elite Automotive Services	K&K Automotive Inc.	Weston International
Heavy-Duty Transmission Jacks	EA	3	\$16,932.00	\$18,963.00	\$20,367.00	\$20,988.00	\$16,821.18
Sales Tax - 8%	LOT	1	\$1,354.56	\$1,517.04	\$1,629.36	\$1,679.04	\$1,345.69
Shipping/Delivery	LOT	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>			<b>\$22,126.56</b>	<b>\$20,480.04</b>	<b>\$21,996.36</b>	<b>\$22,667.04</b>	<b>\$18,166.87</b>

**Award Project**

## Evaluation

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

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

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

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

**Aggregate Scores Summary**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total Score
Dusek	70%	65%	81%	45%	70.5%
AECOM	91%	55%	55%	47%	62%
WMEA	37%	79%	52%	8%	41.75%
Michael Baker International	69%	65%	68%	25%	62%
CASC Engineering and Consulting, inc.	72%	78%	75%	31%	68%
HCR Engineering, inc.	91%	51%	87%	73%	85.6%
C/Vado Corporation	39%	81%	46%	33%	49.75%
Weston Solutions, Inc.	69%	82%	81%	19%	62.75%
Southwest Hydro Analytics, Inc.	0%	0%	0%	0%	0%

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

### Pricing Results

Bidder's Proposal – 41st Avenue & Soquel Drive Sewer Rehabilitation

Export to Excel    Export to CSV

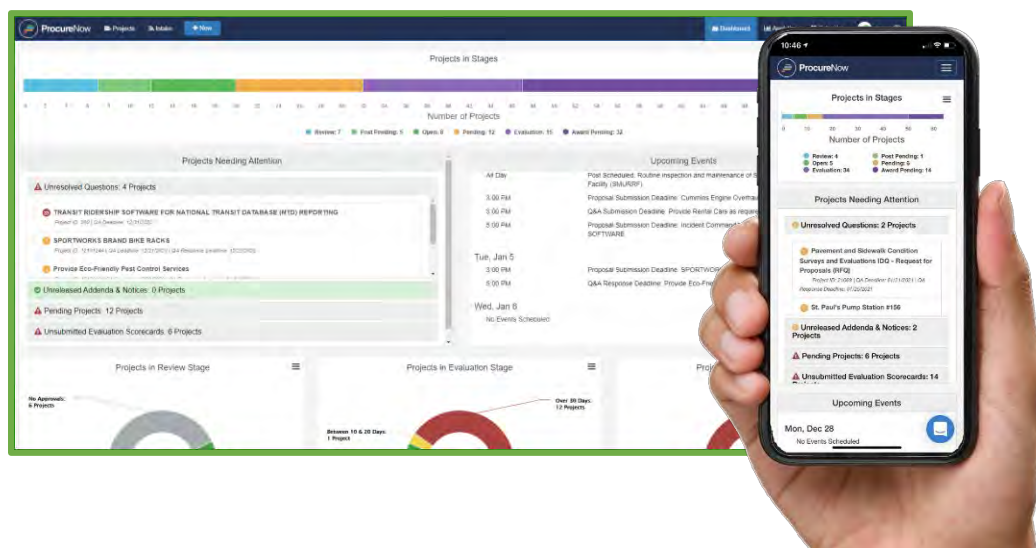
Description	Unit of M.	Amirson Pacific Engineering Construction, Inc.			Don O'Grady Company			Quantity
		Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	
Mobilization	LS	1	\$25,000.00	\$25,000.00	1	\$26,500.00	\$26,500.00	1
Traffic Control System	LS	1	\$45,000.00	\$45,000.00	1	\$36,000.00	\$36,000.00	1
Temporary Sewer Bypass Pumping	LS	1	\$10,000.00	\$10,000.00	1	\$64,000.00	\$64,000.00	1
Temporary Shoring and Shoring	LS	1	\$10,000.00	\$10,000.00	1	\$24,000.00	\$24,000.00	1
8" PVC Sewer Main	LF	1200	\$500.00	\$600,000.00	1200	\$373.00	\$447,600.00	1200
Reconnect Sewer Laterals (Revocable)	EA	14	\$1,500.00	\$21,000.00	14	\$1,600.00	\$22,400.00	14
Replace Manhole Frame and Cover	EA	4	\$1,750.00	\$7,000.00	4	\$2,000.00	\$8,000.00	4
Line Existing Sewer Manhole	EA	1	\$12,000.00	\$12,000.00	1	\$17,000.00	\$17,000.00	1
Slurry Seal	SY	4800	\$10.00	\$48,000.00	4800	\$12.00	\$57,600.00	4800
Permanent Striping and Markings	LS	1	\$15,000.00	\$15,000.00	1	\$17,000.00	\$17,000.00	1
<b>Total</b>				<b>\$798,000.00</b>			<b>\$714,100.00</b>	

## ProcureNow Solutions Overview

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

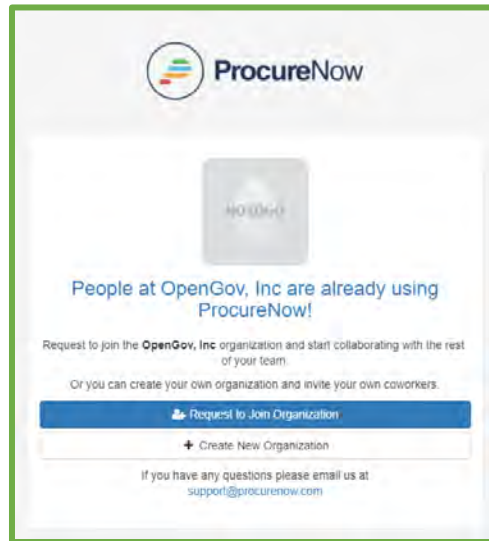
Improve, automate, streamline, and simplify bid specifications creation with a library, compilation, tracking, collaboration, approval and distribution process for all departments and divisions within the Agency.

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

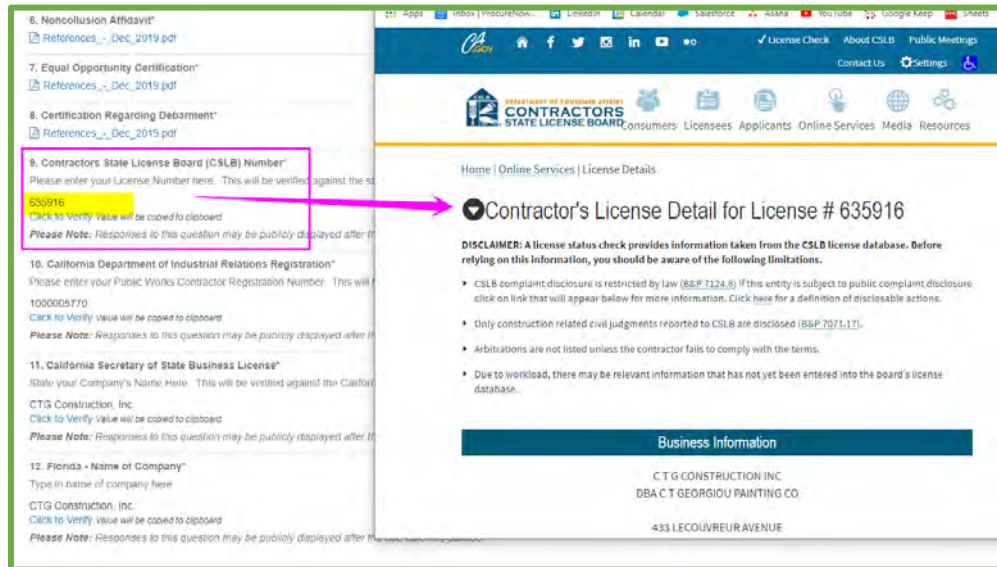


Allow for vendors to register at no cost, avoiding duplicate records. Perform real-time verification of certifications and licenses, generate reports and broadcast messages to selected vendors.

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

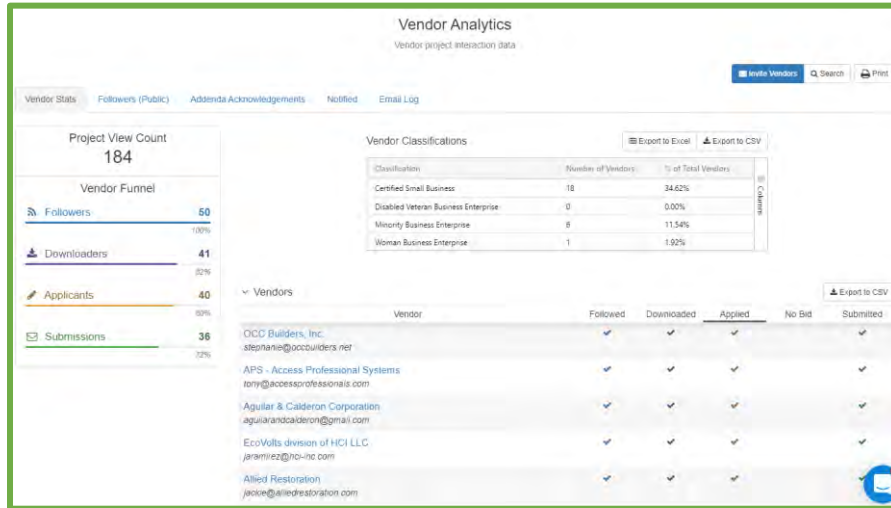


3. Real-time verifications: The follow screenshot shows an example of how ProcureNow eases the process of verifying licenses and certifications:



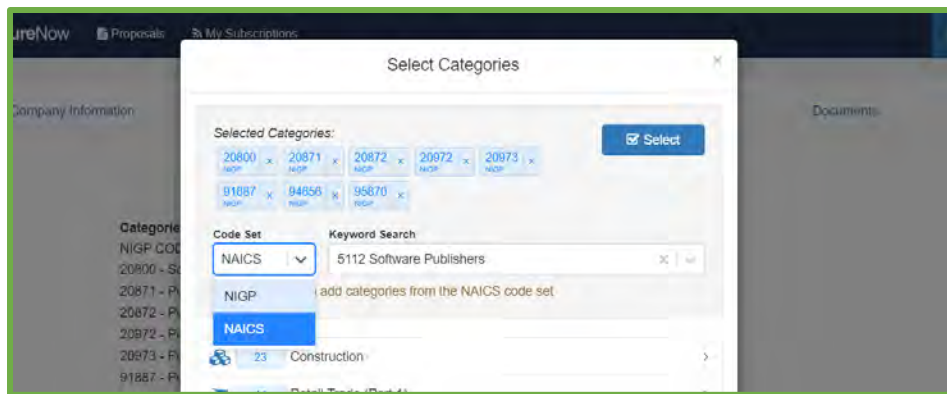


- Reporting capabilities exist throughout the tool. Very powerful visualizations help ensure every solicitation has the best chance of success:



#### 5. Vendor Broadcast messages:

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



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

**Vendor Management**  
List of vendors subscribed to sourcing opportunities  
Vendors can subscribe by visiting <https://procurenow.com/profile/mailers> and clicking the "Subscribe" button

Vendor List (6342) | Filtered (4550) | Classifications Report

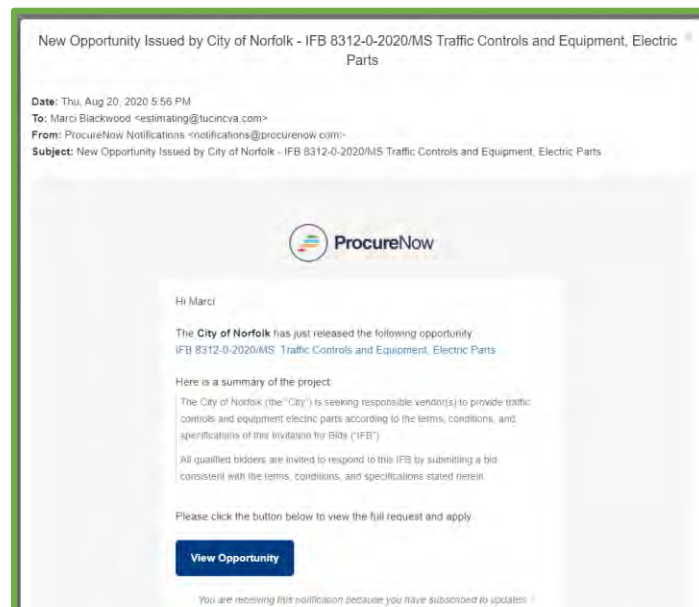
Vendor	Subscriber	Email	Address	City	State	Zip	Phone	Website	Date Added	Category Codes	State	Business	EIN	DUNS	CVR
Accredited Language Services	Robert Hephorn	contracts@acc@intl.com	15 Madson Lane...	New York	NY	10038	(212) 768-4111								133185460
Accrete Solutions	Ashish Saxena	ashish@accresol.com	1350 South Blvd...	San Jose	CA	95124	(977) 840-5838		8/17/2020		CA				262346111
Accrete, Inc.	Cynthia Wade	dwade@accresol.com	30650 Rancho C...	Temecula	CA	92591	(951) 649-6272	https://accresol.com...	7/20/2020	9513, 96140, 95161...	CA	C Corporation	330678005		
Acadite	Lu Wilson	lu@acadite.com	PO BOX 33540	Tulsa	OK	74113	(800) 256-8686								731145312
Accurate Background	Emily Mann	emily.mann@accuratebg.com	7515 Irvine Cent...	Irvine	CA	92618	(866) 255-1852		8/17/2020	919190, 94130	CA				822270310
Accurate Printing & Mailing	Patrick Chapman	accounting@accpr.com	1010 University...	San Diego	CA	92163	(619) 298-8549								587508001
Accurate Shipping	Steve Ritchey	stritchey@accurateship.com	Box 230	Wildomar	CA	92580	(951) 400-3331								030471879
Accurate USA	Ray Egan	ray@accurateusa.com	PO Box 910008	San Diego	CA	92191	(619) 744-0888								910581094
Acc Capital Engineering	Ali Mohammed	ah@accapeng.com	21771 Fenwick Dr	Lake Forest	CA	92530	(949) 333-9322	www.accapeng.com...	8/13/2020	90976, 90974, 90975...	CA	S Corporation			832718720

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

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

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

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

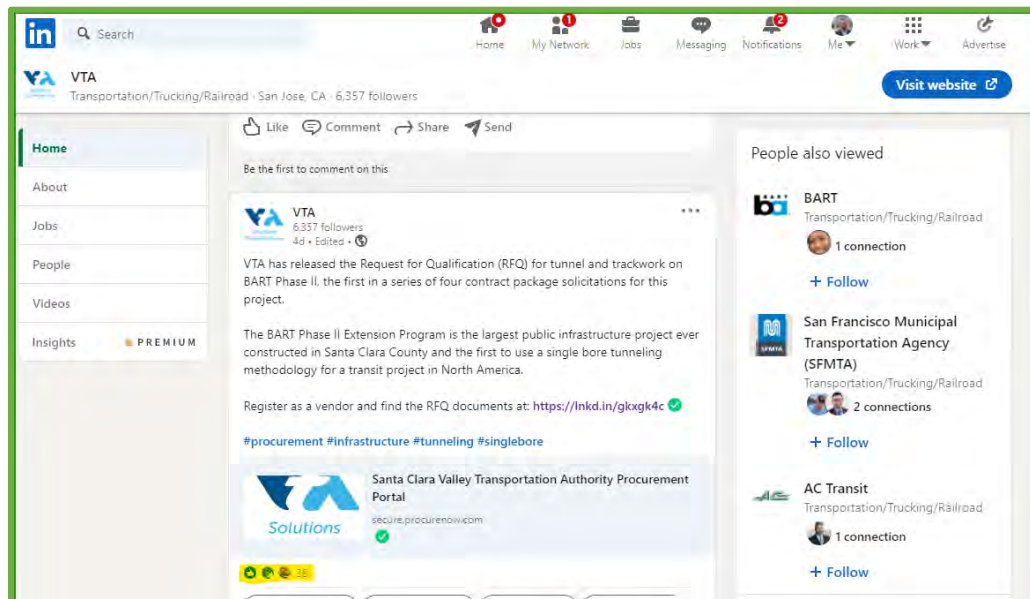


Manage the process of bid issuance, advertising via social media, conducting evaluations including automating scoring, and award including construction and public works projects.

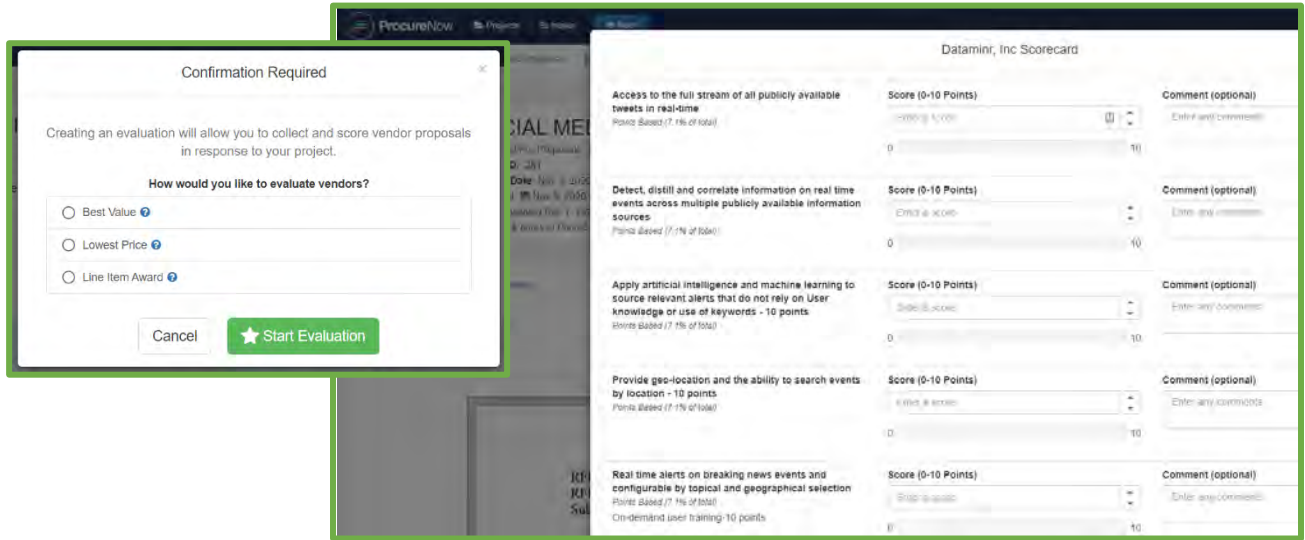
**Bid issuance** – in this screenshot, one can see the email log of bid issuance notifications from ProcureNow:



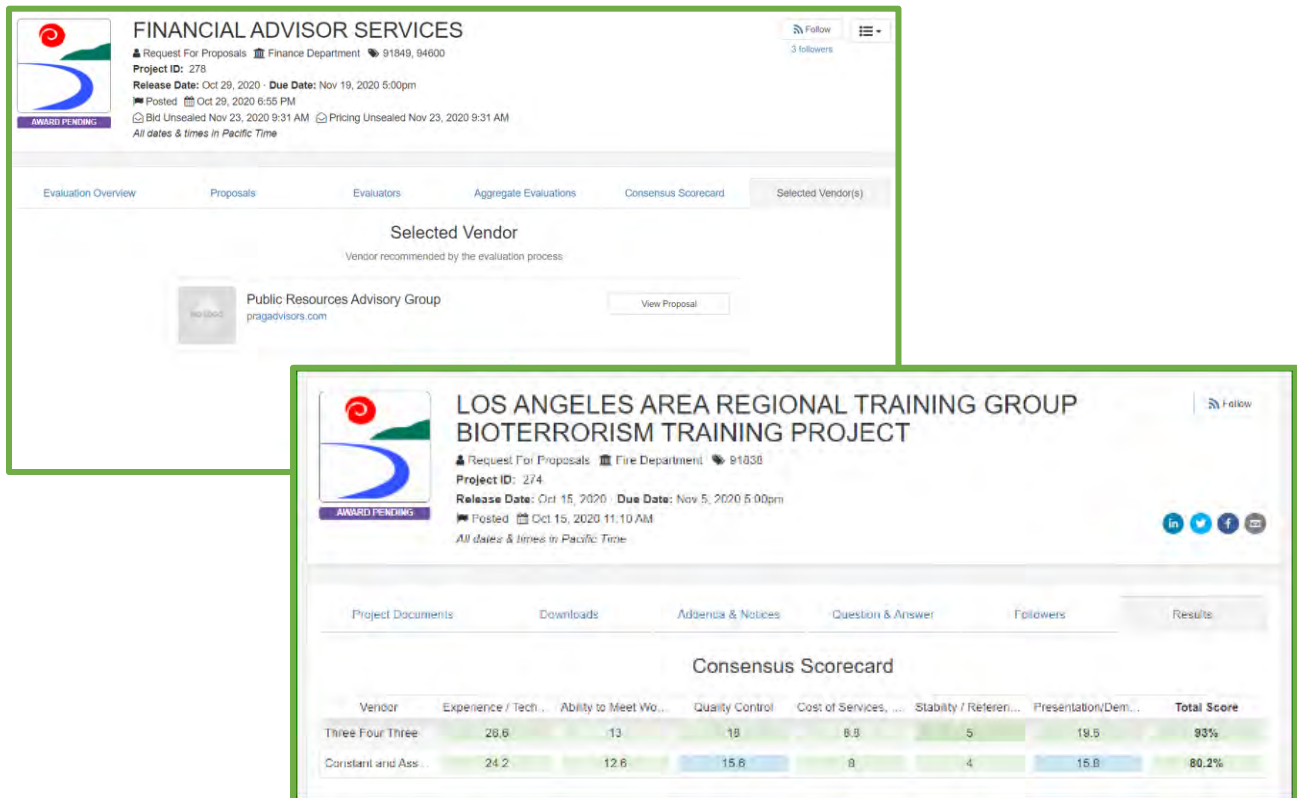
**Advertising via social media** – this is “one click easy” with ProcureNow. In this example, VTA’s community outreach program posts bid notifications using ProcureNow:



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

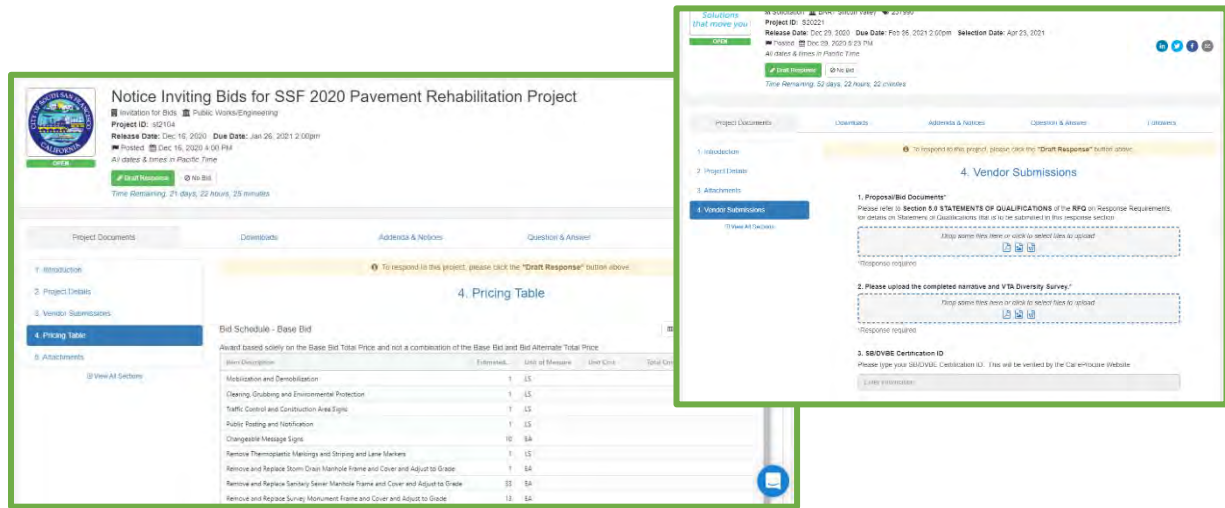


Award – recommendation and finalizing award, and the communication of this to your supplier community is automated with ProcureNow. This example shows how not just lowest bidder, but the winner of an evaluation process can be displayed for the public with automated notification of the recommended and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





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

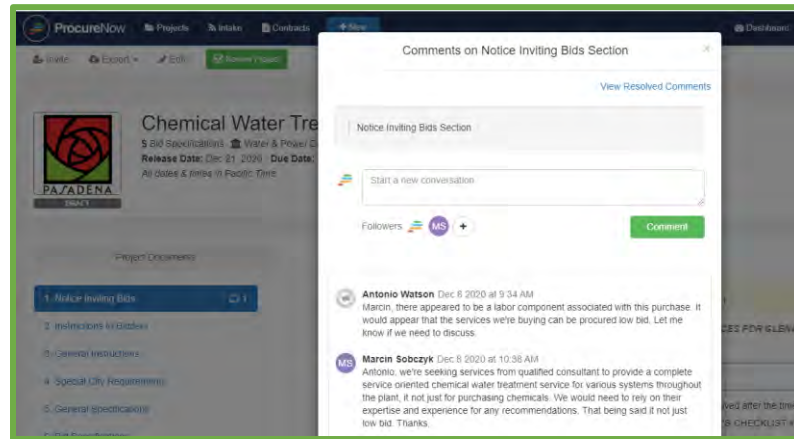


Allow for large attachments such as construction drawings

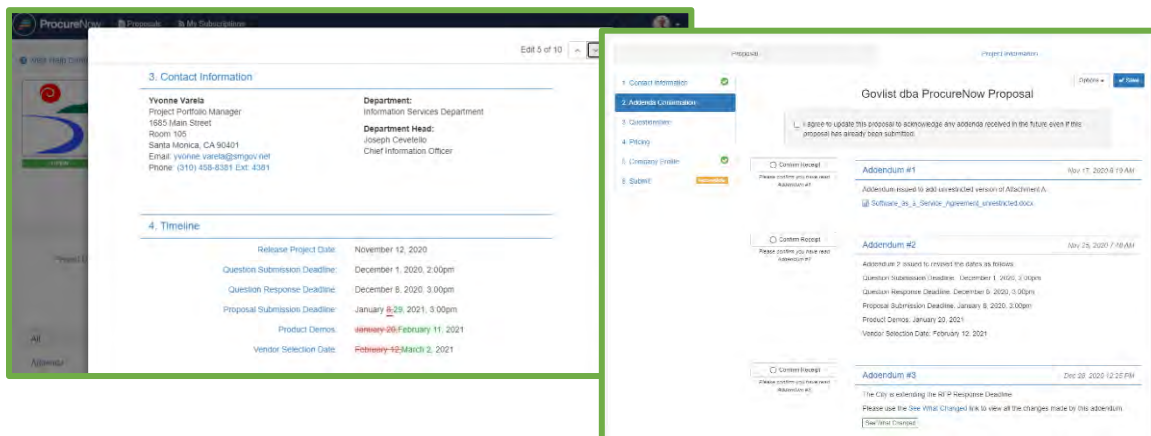
ProcureNow has a very high ceiling for file size. The ceiling is only there to prevent malicious activity. Construction drawings are no problem in ProcureNow (both for agency documents and supplier responses).

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

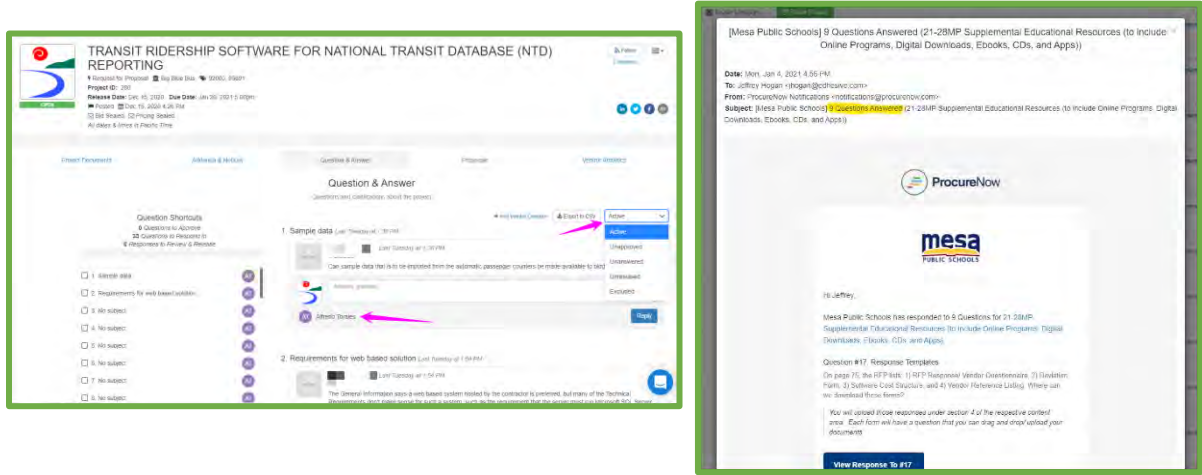
**Distribute bids timely:** Due to the focus of ProcureNow on operational collaboration and efficiency, our customers report they release bids on average **80-90% faster** and with higher quality than before ProcureNow. This is an efficiency gain that is unique to ProcureNow. The below is an example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



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



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



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

**Proposals**  
List of vendor proposals submitted in response to the project

[Export to CSV](#)

Status	Vendor	Contact info	Submission Date
✓ Submitted	BrightView Landscape Services	Chequita McCullough chequita.mccullough@brightview.com (408) 223-5962	Jan 8, 2020 2:33 PM
✓ Submitted	Joels Landscaping and Concrete INC	Jame Alvarado jamea@joesc.com (209) 862-2004 Ext. 1003	Jan 18, 2020 2:42 PM
✓ Submitted	Mike Davis Landscape Services	Mike Davis mdlandscape@aol.com	Jan 20, 2020 8:37 AM
✓ Submitted	Terracare Associates, LLC	Dave Mortenson dave.mortenson@myterracare.net (720) 269-5822	Jan 20, 2020 1:10 PM

If you have received proposals externally, you can use the button below to manually add them.

[+ Add Proposal](#)

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

The screenshot shows the 'Bid Tabulations' page. At the top, there are 'Selected Vendor Totals' for various vendors. Below this is a table of bid items for the 'West Valley Facility'. Each row in the table includes a description, unit of measure, quantity, unit cost, and total. To the right of the table, there are two buttons: 'Disqualify Proposal' and 'Exclude Proposal'. The 'Disqualify Proposal' button is highlighted with a green box and a text box explaining that it is used when a proposal does not meet minimum requirements. The 'Exclude Proposal' button is also highlighted with a green box and a text box explaining that it is used when a proposal will not be part of future evaluation scoring.

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

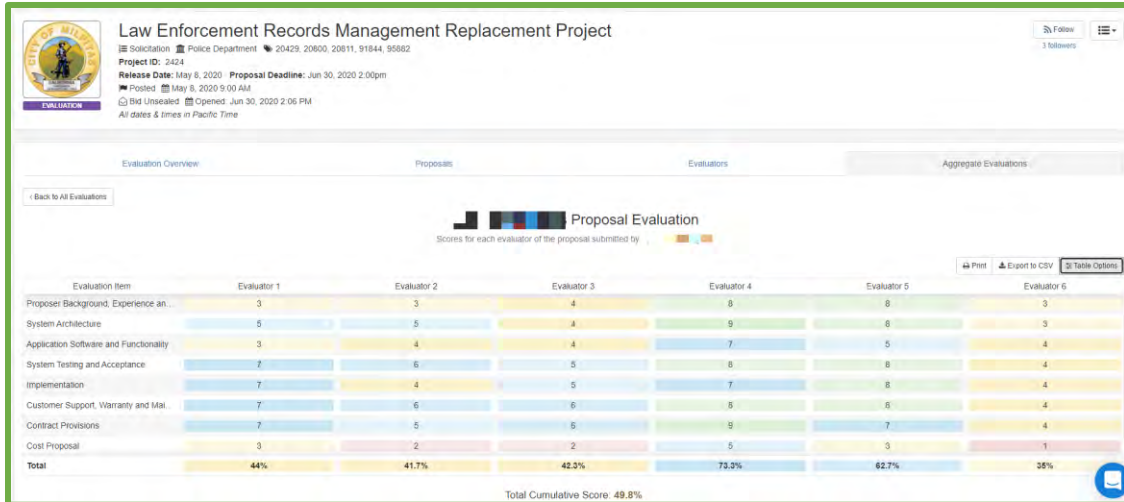
The screenshot shows the 'Line Item Awards by Vendor' page. It displays two tables of award data. The first table is for 'Cummins Inc. Awards' and the second is for 'MUNCIE TRANSIT SUPPLY Awards'. Each table has columns for Service, Description, Unit of M., Quantity, Unit Cost, Total, and Award Type. The 'Cummins Inc. Awards' table shows awards for items like 'GASKET - CUMMINS I.3 REAR COVER', 'COVER, CUMMINS 8.3C / 8.9 REAR MAIN', 'PUMP, CUMMINS 8.9 WATER', 'CUMMINS 8.9 CRANKSHAFT POSITION SENSOR', and 'ADAPTOR, CRANKSHAFT 8.9'. The 'MUNCIE TRANSIT SUPPLY Awards' table shows awards for 'PULLEY, CRANKSHAFT 8.9' and 'HARNESSTR CNT MDI WRG SR 1820'.

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

The screenshot shows the 'Vendor Analytics' page. It features a 'Vendor Classifications' table and a 'Vendors' table. The 'Vendor Classifications' table has columns for Classification, Number of Vendors, and % of Total Vendors. The 'Vendors' table has columns for Vendor, Notified, Followed, Downloaded, Applied, No Bid, and Submitted. The 'Vendor Classifications' table shows data for 'Central Small Business', 'Disabled Veteran Business Enterprise', 'Minority Business Enterprise', and 'Women Business Enterprise'. The 'Vendors' table lists several vendors, including 'Baseline Environmental Consulting', 'Kinley-Horn', 'Lisa Wise Consulting, Inc.', 'M/E - Partners', 'M Group', and 'PhacWorks'.

*Bid Specific Reporting*





### Evaluation Results

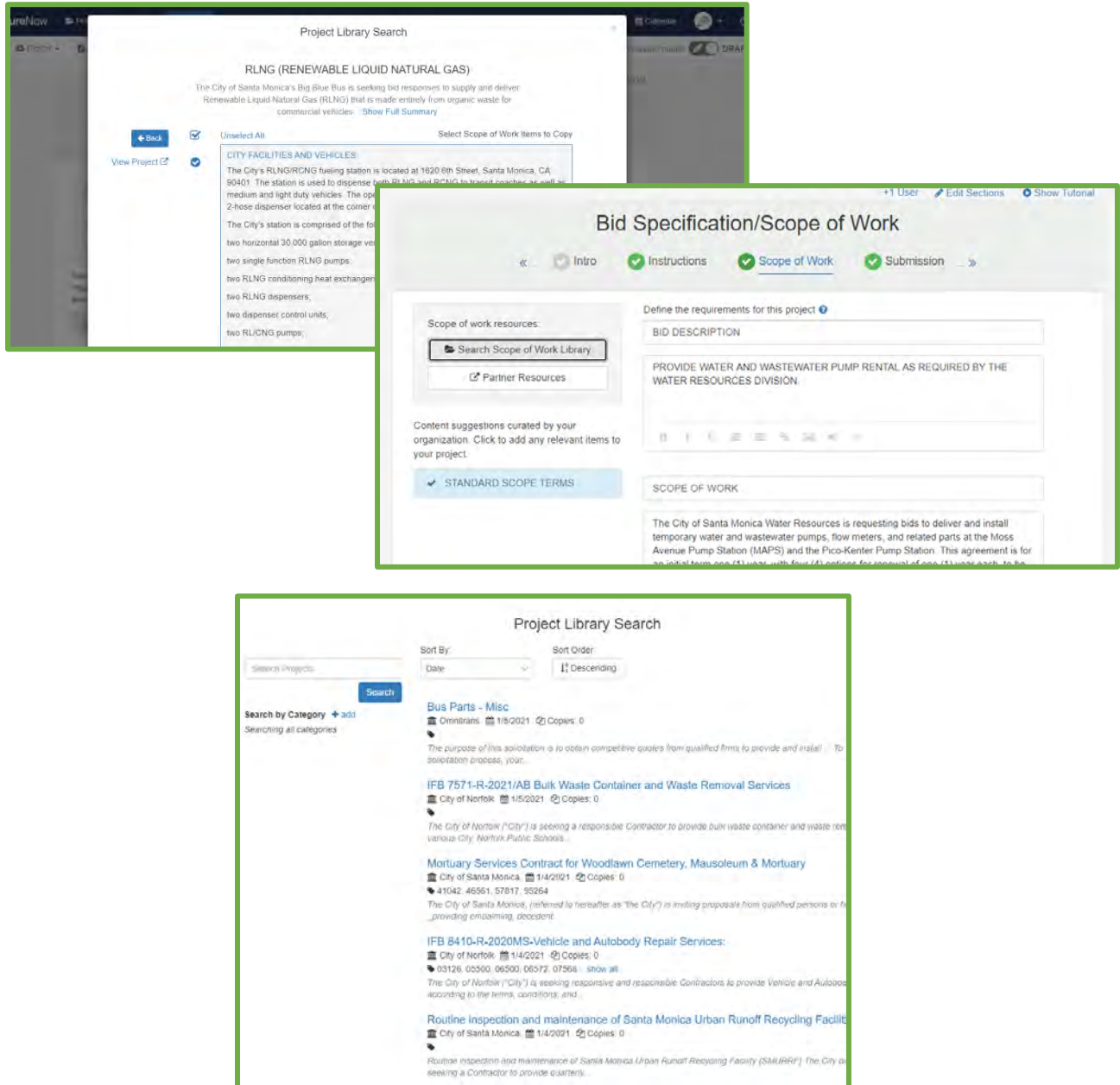
Activity and Management Reports – Project, Procurement Category, Category Code, Contract, Dollar Threshold (Amount), are all covered by filters, searching, and exporting capabilities built into the software.

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

Vendor	Subscriber	Email	Address	City	State	Zip	Phone	Website	Date Added	Category Codes
9 TO 5 COMPUTER	RICHARD RAAB	richardraab@9to5c...	3945 SRD ST SO...	Jacksonville	FL	32250	(904) 280-2344	www.9to5computer...	6/28/2020	20400, 20500, 20410
AFL INTERNATIONAL CONSULTING S	Francisco Arostegui	franciscoarostegu...	14305 SW 172 ST	MIAMI	FL	33177	(786) 332-8095	https://www.aflcos...	6/28/2020	20496, 20481, 20495
CCT Technologies inc. dba. Comput...	Mandy Vaghani	myaghani@ctd.com	482 W. San Carl...	San Jose	CA	95110		www.ctd.com	6/28/2020	20471, 20466, 20464
Can-Am IT Solutions	John Rahnepo	jrahnepo@canaminc...	1333 Corporate ...	Irvine	TX	75008		www.canamitolutions...	6/28/2020	47552, 20453, 20448
Coast to Coast Computer Products	Rachel Feller	reller@coastcoast...	4277 Valley Far ...	Simi Valley	CA	91083		www.coastcoast.com	6/28/2020	20487, 20482, 20484
DakTech, Inc.	Ryan Surman	rsurman@daktech...	3052 36th St SW	Fargo	ND	58104		www.daktech.com	6/28/2020	84076, 20447, 20446
Data Exchange Corporation	Mina Milosevic	mmilosevic@dex.c...	3600 Via Pascad...	Camarillo	CA	93012		http://www.dex.com	8/17/2020	20300, 20400, 20500
Data Memory Systems, Inc	Nancy Gagne	nagany@datamem...	24 Keeveynig D...	Salem	NH	03079	(800) 642-7466	https://www.datame...	6/28/2020	20400, 20435, 20442
Ellen Electronics Recycling	Jason Ram	jason@ellen-elec...	2233 S. Huron Dr	Santa Ana	CA	92704	(714) 484-3242	www.ellen-electronic...	6/28/2020	90626, 20481, 20496
Empire Technologies	Scott Johnson	sjohnson@empire...	11440 W. Benner...	San Diego	CA	92127		www.empire.com	6/28/2020	95623, 92096, 92093
First Data Merchant Services, LLC	Michelle James	mj1@firstdata.com	5563 Gerwinde ...	Atlanta	GA	30342			6/28/2020	20453, 20454, 20600

### Vendor Reports

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

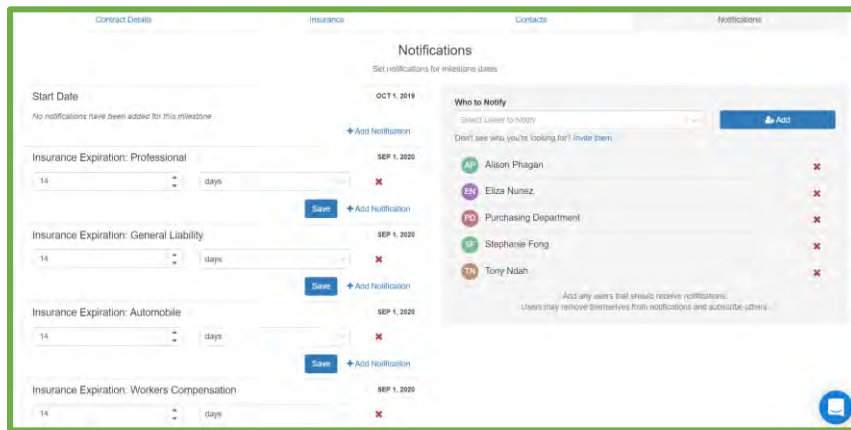


Manage contract information, maintain online contract document files, view history with an audit trail, schedule tasks.

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

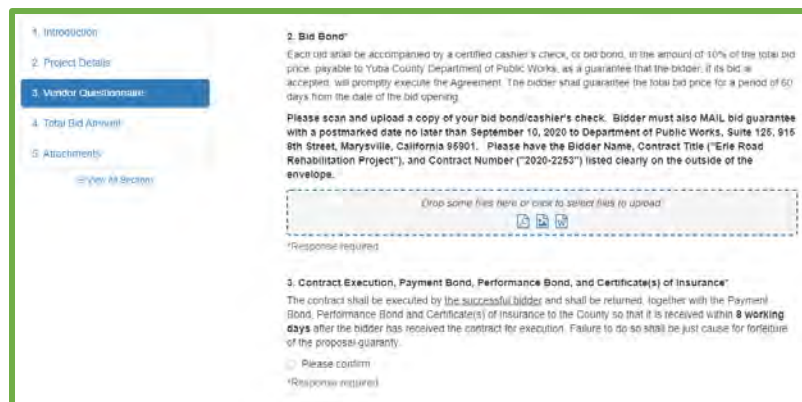
Upload insurance certificates, automate notification settings and generate reports.

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



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

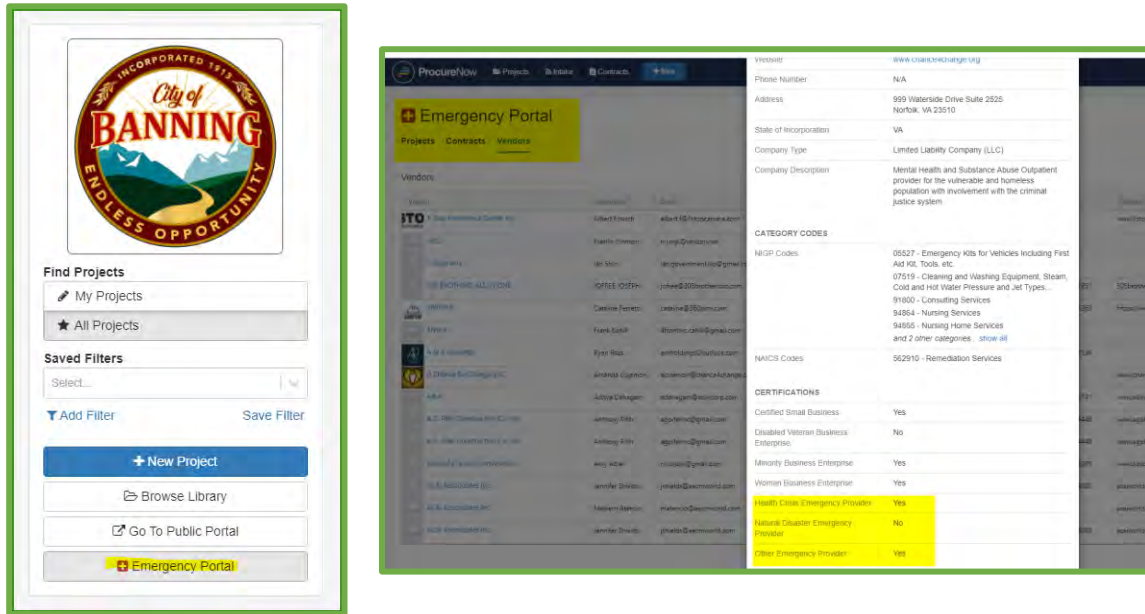
ProcureNow can properly guide vendor with detailed instructions built right into the vendor format area in the event you want to leverage an electronic bid bond, or collect a scan electronically, and then have the winning bidder send their paperwork along. That is what many of our customers do. The best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



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

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

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



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

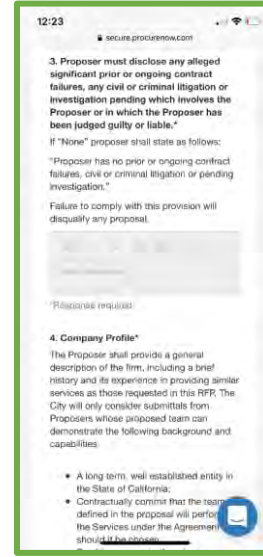
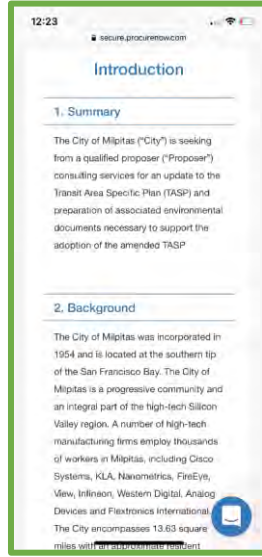
ProcureNow leverage an email verification system that periodically checks the validity of the email. Accounts that bounce back are flagged to be disabled. This ensures the account is actually delivering notifications to a bidder who is reading the message.

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



Accessible via phone even during internet outage.

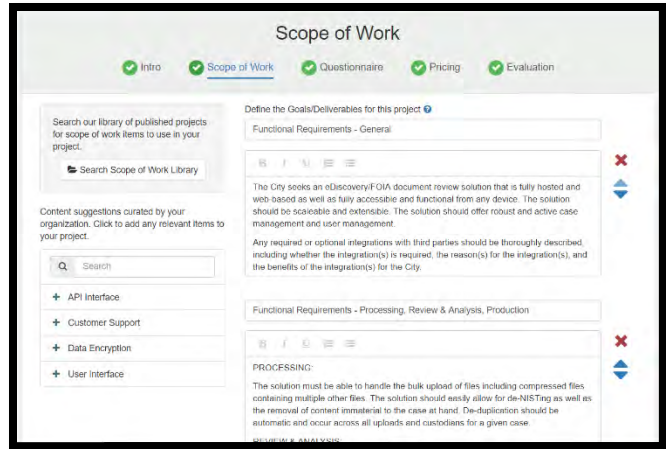
EVERY feature in ProcureNow, both internally and for suppliers, is 100% compatible on any mobile device with a browser. Response times are very fast which ensure responsiveness, even over a cellular connection.



## ProcureNow Solutions – Marketing Language

### RFP/Bid Writer (Collaboration Module)

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



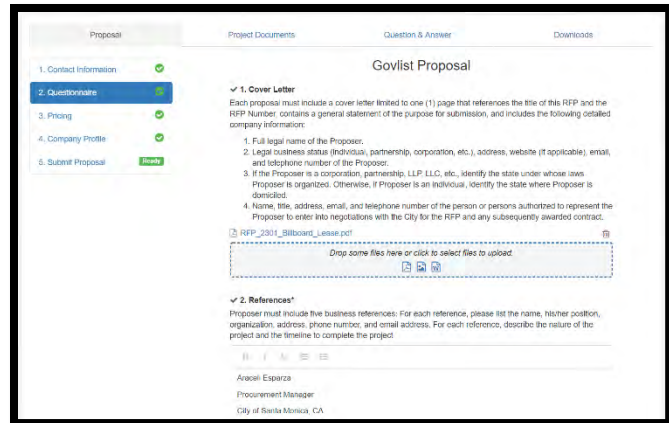
SOLICITATION BUILDER is an easy to use portal to help governments write, track, and review your RFPs and bid projects... managing scopes of work, project deadlines, vendor questions, pricing tables, compliant evaluation processes, terms and conditions language, public notices, and everything else that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

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

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

## Vendor Portal (Sourcing Module)

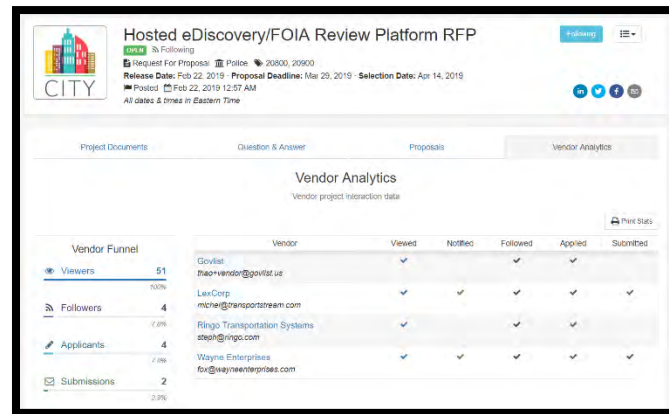
The CHALLENGE: By betting your procurement outcomes on legacy vendor databases, you gamble the success of your entire government agency on the ability for that vendor database to solve all your sourcing problems. We don't live in that world anymore. Additionally, projects driven by a PDF over 5 pages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



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

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

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



## Evaluations (Sourcing Module)

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

**Bid Tabulations**

Selected Vendor Totals

#1 ABC Energy Services	#2 Logistics Electric Services	#3 Crosslink Equipment & S...
\$1,950.00	\$1,875.00	\$2,025.00

**Generator Services**

Description	Unit	Quantity	Unit Cost	Total	Quantity	Unit Cost
40KW General Generator (Minor Service 1 X Per Year)	Each	1	\$225.00	\$225.00	1	\$200.00
40KW General Generator (Major Service 1 X Per Year)	Each	1	\$405.00	\$405.00	1	\$330.00
27KW Kohler Generator (Minor Service 1 X Per Year)	Each	1	\$225.00	\$225.00	1	\$275.00
27KW Kohler Generator (Major Service 1 X Per Year)	Each	1	\$665.00	\$665.00	1	\$670.00
80KW General Generator (Minor Service 3 X Per Year)	Each	1	\$335.00	\$335.00	1	\$600.00
80KW General Generator (Major Service 1 X Per Year)	Each	1	\$485.00	\$485.00	1	\$245.00
80KW General Generator (Load Bank Test 1 X Per Year)	Each	1	\$350.00	\$350.00	1	\$950.00

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

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

**Aggregate Proposal Evaluations**

Combined evaluator scores for each proposal

**Aggregate Scores Summary**

Vendor	Harvey Dent	James Gordon	Bruce Wayne	Total Score
Trinity Technology Providers	86.7%	93%	80.7%	90.14%
Crosslink Solutions	93.4%	91.5%	96%	93.57%
Aozslarama	18%	31.7%	17.1%	22.29%
ABC Corporation	76%	64.8%	75.6%	72.14%
Logistics Cloud Computing	32.4%	43.4%	26.7%	34.19%
Vortex Systems	65%	71.1%	74.3%	70.14%

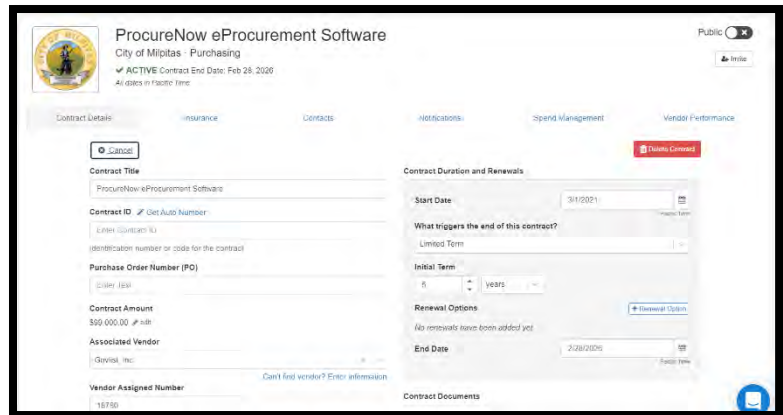
[Complete Evaluation](#)

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

## Contracts Module

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

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



## Functionality Matrix

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



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

### Purchasing Intake/Request Management

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

### Solicitation Development

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

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

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

### Vendor Database and Engagement

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

### Electronic Sourcing

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



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

### Evaluations and Scoring

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



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

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

#### Award Notification

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

#### Admin and System Standards

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

## Implementation Methodology

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

### Coordinated Timeline for Success (Sourcing Module)

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

### Coordinated Timeline for Success (Collaboration Module)

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

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

b. Receive sign off on the first full solicitation template

● **GO LIVE: SOLICITATION DEVELOPMENT**

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

4. Next Steps: Support Customer in Developing Solicitation Template

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

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

b. Implement default “Review/Approval” Processes.

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

● **GO LIVE: DEPARTMENTAL INTAKE REQUESTS**

**Coordinated Timeline for Success (Contract Module)**

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

a. Gather Existing Contract Data and Contract files

b. Gather Contract Sample Templates

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

3. Meeting 3: Develop Contract Templates

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

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

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

● **GO LIVE: CONTRACTS MODULE**

## Making Room for the “Unknown” (Customization Options)

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

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

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

## Training

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

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

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

We provide Training for the following roles:

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

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

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

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

## Project Management

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

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

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

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

Key points:

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

## Section 3 – IT Requirements

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

### Hardware and Hosting

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

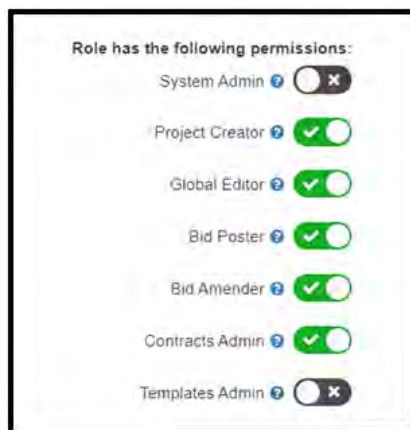
Our infrastructure is hosted on Microsoft Azure which meets most certification standards: <https://docs.microsoft.com/en-us/microsoft-365/compliance/offering-home>

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

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

### Application Security

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



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

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

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

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

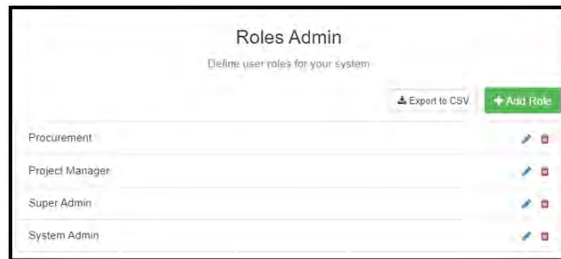
**Bid Poster:** Can create and post public solicitations [Requires Global Editor Permission]

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

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

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

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



Special Note on External Evaluators:

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



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

## Disaster Recovery

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

## Browser and System Compatibility

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

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

## New Releases / Upgrades

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

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

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

## Testing Approach

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

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

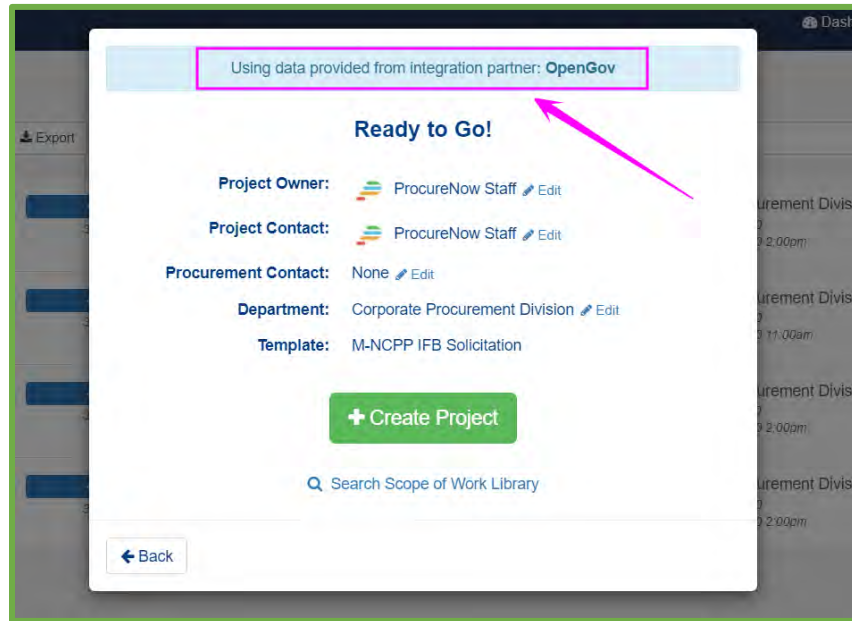
Regarding regression testing: We have over 90% test coverage of our code base. As part of our continuous integration process, our test suite is automatically run before each deploy. Deployment will not begin until each test has successfully passed.<sup>1</sup>

We will guarantee the most responsive support in the industry.



## Integrating with Other Important Technology

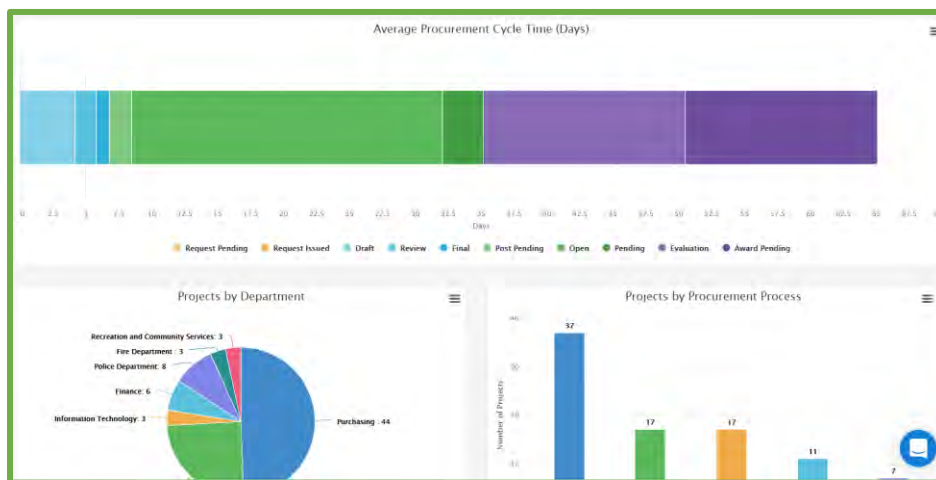
ProcureNow has an “out of the box” integration path with budgeting and financial systems, where requisitions and work orders can be leveraged to build bid opportunities and to connect back to track spending. **We are now officially a part of the OpenGov ERP Cloud offering.** Other ERPs are welcome to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



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

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

That can produce results like this:



## Website Integration Examples

City of Vista, CA (Granicus/Vision Website)

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

City of Brentwood, Tennessee (Granicus Website)

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

City of West Sacramento, CA (Granicus Website)

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

The City of Norfolk (CivicPlus Website)

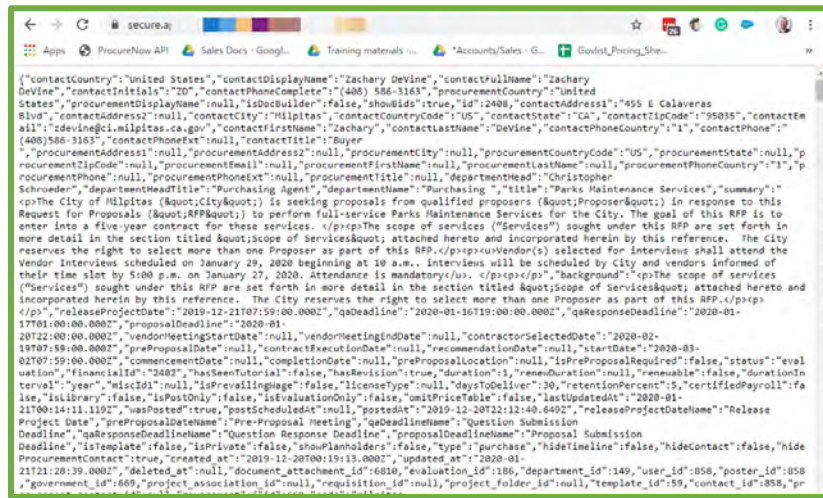
- <https://www.norfolk.gov/270/Purchasing> (main purchasing home page)
- <https://www.norfolk.gov/4969/Procure-Now> (ProcureNow link - embedded)

## Social Media

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



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

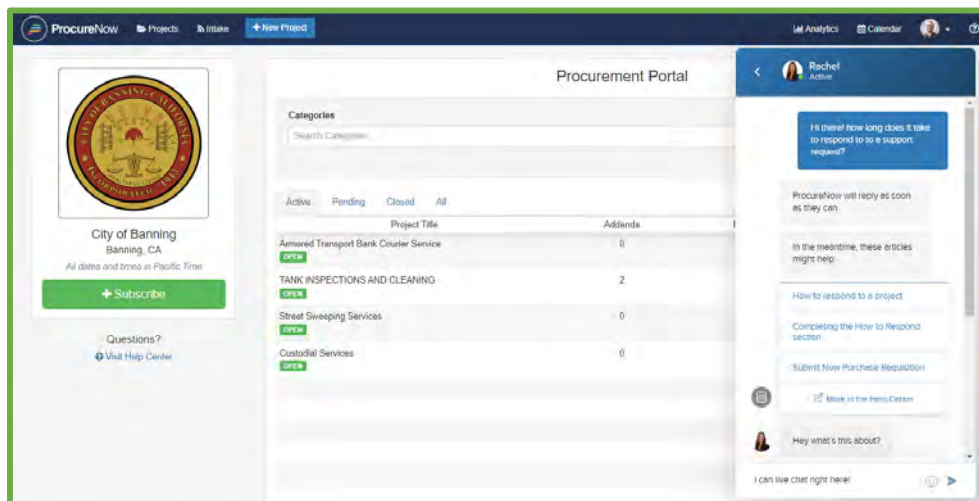


## Section 4 – Technical Support

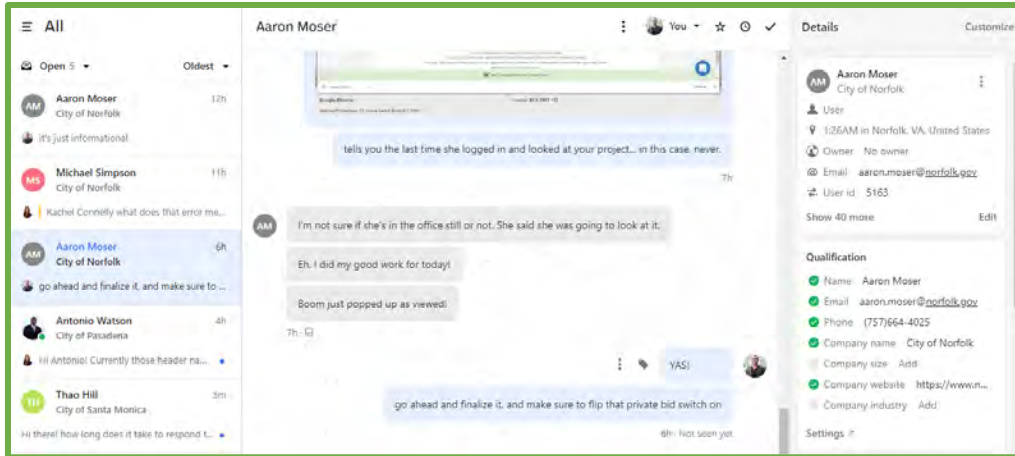
This section should include detailed descriptions of all maintenance plans technical support offered by the vendor, including the following:

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

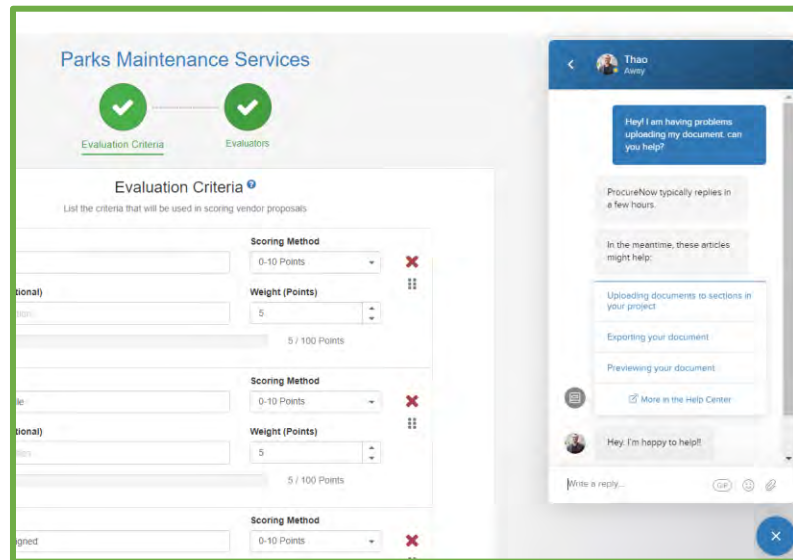
ProcureNow offers both you and your vendors/suppliers the best possible technical support in the industry, guaranteed. We provide in application live chat with our local government expert support team from 5AM to 5PM PST. We also provide phone and email support, although our interactive live chat is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



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



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



Included in your SaaS Subscription license:

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

## Section 5 – Cost Proposal

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

### Professional Service Rates

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

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

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



Sourcing Module						
Budget Tier	1 Year		3 Year		5 Year	
	List Price	Member Price	List Price	Member Price	List Price	Member Price
Under 20M*	\$ 6,750	\$6,075	\$6,136	\$5,523	\$5,216	\$4,694
20M-40M	\$8,471	\$7,624	\$7,701	\$6,931	\$6,546	\$5,891
40M-60M	\$10,196	\$9,176	\$9,269	\$8,342	\$7,878	\$7,090
60M-80M	\$12,523	\$11,271	\$11,385	\$10,247	\$9,677	\$8,709
80M-100M	\$14,852	\$13,367	\$13,502	\$12,152	\$11,476	\$10,328
100M-150M	\$20,342	\$18,308	\$18,493	\$16,644	\$15,719	\$14,147
150M-200M	\$25,978	\$23,380	\$23,616	\$21,255	\$20,074	\$18,066
200M-300M	\$33,621	\$30,259	\$30,565	\$27,508	\$25,980	\$23,381
300M-500M	\$45,648	\$41,083	\$41,498	\$37,348	\$35,273	\$31,745
500M-750M	\$58,825	\$52,943	\$53,478	\$48,130	\$45,456	\$40,909
750M-1B	\$73,053	\$65,748	\$66,412	\$59,771	\$56,450	\$50,804
1B-2B	\$100,965	\$90,868	\$91,786	\$82,607	\$78,018	\$70,214
2B-3B	\$127,034	\$114,331	\$115,486	\$103,937	\$98,163	\$88,344
3B-4B	\$150,811	\$135,730	\$137,101	\$123,391	\$116,536	\$104,880
4B-5B	\$170,776	\$153,698	\$155,251	\$139,726	\$131,963	\$118,764
5B-7B	\$199,632	\$179,669	\$181,484	\$163,336	\$154,261	\$138,831
7B-10B	\$226,826	\$204,143	\$206,205	\$185,585	\$175,274	\$157,743

Collaboration Add On						
Budget Tier	1 Year		3 Year		5 Year	
	List Price	Member Price	List Price	Member Price	List Price	Member Price
Under 20M*	\$6,075	\$5,468	\$5,523	\$4,970	\$4,694	\$4,225
20M-40M	\$7,624	\$6,862	\$6,931	\$6,238	\$5,891	\$5,302
40M-60M	\$9,176	\$8,258	\$8,342	\$7,508	\$7,090	\$6,381
60M-80M	\$11,271	\$10,144	\$10,246	\$9,222	\$8,709	\$7,838
80M-100M	\$13,367	\$12,030	\$12,152	\$10,936	\$10,329	\$9,296
100M-150M	\$18,308	\$16,477	\$16,644	\$14,979	\$14,147	\$12,732
150M-200M	\$23,380	\$21,042	\$21,255	\$19,129	\$18,066	\$16,259
200M-300M	\$30,259	\$27,233	\$27,508	\$24,757	\$23,382	\$21,043
300M-500M	\$41,083	\$36,975	\$37,348	\$33,613	\$31,746	\$28,571
500M-750M	\$52,943	\$47,649	\$48,130	\$43,317	\$40,910	\$36,818
750M-1B	\$65,748	\$59,173	\$59,771	\$53,793	\$50,805	\$45,723
1B-2B	\$90,868	\$81,781	\$82,607	\$74,347	\$70,216	\$63,193
2B-3B	\$114,331	\$102,898	\$103,937	\$93,544	\$88,347	\$79,510
3B-4B	\$135,730	\$122,157	\$123,391	\$111,052	\$104,882	\$94,392
4B-5B	\$153,698	\$138,328	\$139,726	\$125,753	\$118,767	\$106,887
5B-7B	\$179,669	\$161,702	\$163,336	\$147,002	\$138,835	\$124,948
7B-10B	\$204,143	\$183,729	\$185,585	\$167,026	\$157,747	\$141,969

Contract Management Add On						
Budget Tier	1 Year		3 Year		5 Year	
	List Price	Member Price	List Price	Member Price	List Price	Member Price
Under 20M*	\$4,388	\$3,949	\$3,989	\$3,590	\$3,390	\$3,051
20M-40M	\$5,506	\$4,956	\$5,006	\$4,505	\$4,255	\$3,829
40M-60M	\$6,627	\$5,964	\$6,025	\$5,422	\$5,121	\$4,609
60M-80M	\$8,140	\$7,326	\$7,400	\$6,660	\$6,290	\$5,661
80M-100M	\$9,654	\$8,688	\$8,776	\$7,898	\$7,460	\$6,713
100M-150M	\$13,222	\$11,900	\$12,020	\$10,818	\$10,217	\$9,195
150M-200M	\$16,886	\$15,197	\$15,351	\$13,815	\$13,048	\$11,743
200M-300M	\$21,854	\$19,668	\$19,867	\$17,880	\$16,887	\$15,198
300M-500M	\$29,671	\$26,704	\$26,974	\$24,276	\$22,928	\$20,634
500M-750M	\$38,236	\$34,413	\$34,760	\$31,284	\$29,546	\$26,591
750M-1B	\$47,484	\$42,736	\$43,168	\$38,851	\$36,692	\$33,022
1B-2B	\$65,627	\$59,064	\$59,661	\$53,695	\$50,712	\$45,639
2B-3B	\$82,572	\$74,315	\$75,066	\$67,559	\$63,806	\$57,424
3B-4B	\$98,027	\$88,225	\$89,116	\$80,204	\$75,748	\$68,172
4B-5B	\$111,004	\$99,904	\$100,913	\$90,822	\$85,776	\$77,196
5B-7B	\$129,761	\$116,785	\$117,965	\$106,168	\$100,270	\$90,240
7B-10B	\$147,437	\$132,693	\$134,033	\$120,630	\$113,928	\$102,533

Full Suite						
Budget Tier	1 Year		3 Year		5 Year	
	List Price	Member Price	List Price	Member Price	List Price	Member Price
Under 20M*	\$15,491	\$13,942	\$14,083	\$12,675	\$11,971	\$10,773
20M-40M	\$19,441	\$17,497	\$17,674	\$15,906	\$15,023	\$13,520
40M-60M	\$23,399	\$21,059	\$21,271	\$19,145	\$18,081	\$16,272
60M-80M	\$28,741	\$25,867	\$26,128	\$23,516	\$22,209	\$19,988
80M-100M	\$34,085	\$30,676	\$30,986	\$27,888	\$26,338	\$23,704
100M-150M	\$46,685	\$42,017	\$42,441	\$38,197	\$36,075	\$32,467
150M-200M	\$59,619	\$53,657	\$54,199	\$48,779	\$46,069	\$41,462
200M-300M	\$77,160	\$69,444	\$70,146	\$63,131	\$59,624	\$53,660
300M-500M	\$104,761	\$94,285	\$95,238	\$85,714	\$80,952	\$72,855
500M-750M	\$135,004	\$121,504	\$122,731	\$110,458	\$104,321	\$93,887
750M-1B	\$167,656	\$150,891	\$152,415	\$137,173	\$129,553	\$116,595
1B-2B	\$231,714	\$208,542	\$210,649	\$189,584	\$179,051	\$161,142
2B-3B	\$291,544	\$262,390	\$265,040	\$238,536	\$225,284	\$202,751
3B-4B	\$346,112	\$311,501	\$314,647	\$283,183	\$267,450	\$240,699
4B-5B	\$391,931	\$352,738	\$356,301	\$320,671	\$302,856	\$272,563
5B-7B	\$458,156	\$412,341	\$416,506	\$374,855	\$354,030	\$318,618
7B-10B	\$520,565	\$468,509	\$473,241	\$425,917	\$402,255	\$362,020

## Section 6 – Vendor Qualifications

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

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

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

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

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

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

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



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

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

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

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

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

City of Bloomington, IL (2021)

San Francisco Airport, CA (2021)

City of Groveland, FL (2021)

Tampa International Airport, FL (2021)

City of Murfreesboro, TN (2021)

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

Richland School District Two, SC (2021)

Village of Schaumburg, IL (2021)

Sacramento Metropolitan Fire District, CA (2021)

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

ProcureNow has none of the above.

## Section 7 – Staff Assigned to the Account

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

### Qualifications and Relevant Experience of The Firm

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

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

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

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

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

## Key Personnel

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

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

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

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

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

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

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

## PRIMARY PROJECT TEAM

### BUSINESS PROCESS SOLUTION ARCHITECT



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

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

### IMPLEMENTATION PROJECT MANAGER



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

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

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

## EXECUTIVE SPONSOR, TRAINER



### **Thao Hill, Chief Customer Officer**

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

## TECHNICAL LEAD, DATA CONVERSION



### **David Gertmenian-Wong, President and Chief Technology Officer**

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

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

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

## Section 8 – Marketing Strategy

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

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

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

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

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

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

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

Here's the partial list:

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



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

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

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

G. **Marketing:** The successful Contractor will be required to market the PSA contract to members and prospective members through various means including email notifications, direct mail, telemarketing and direct contact. PSA will share contact information for all current members and provide the Contractor with prospect contact information. The Contractor shall consistently market the contract throughout the term and maintain a coordinated effort with the PSA Program Manager. (Agreed)

H. **National/Regional Contract Awareness:** The successful Contractor will have a plan to market the contract on a national scale, or for marketing the contract throughout the entire sales region, as appropriate. Describe the methods that will be used to accomplish this. Furnish, on request of PSA, reasonable data, forms and graphic material to be used in brochures or other print media, or on the PSA website. (Agreed)

## Section 9 – PSA Administrative Fee

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## PROCURENOW REFERENCES

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

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

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

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

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

Project Title: e-Procurement Software

Annual Budget: \$274 Million

Modules: Solicitation Development and Electronic Bidding

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

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

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

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

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

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

Contact: Krystyna Owen Title: Purchasing Agent

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

Michael Bevis, Chief Procurement Officer

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

Project Title: Solicitation Development and Electronic Bidding

Annual Budget: \$1.4 Billion

Modules: Collaboration | Sourcing | Contracts

Project Started Feb 2020. Active SaaS perpetual contract.

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

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

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

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

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

Contact: Suzi Fulcher, CPPB Title: Purchasing Supervisor

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

Phone: 503-846-8734

Project Title: Solicitation Development and Electronic Bidding

Annual Budget: \$1.4 Billion

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

Number of Users: 8 Administrators

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

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

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

Address: 63 East Main Street · Mesa, Arizona 85201

Contact: Michelle Hamilton

Title: Director of Purchasing

Email: [mlhamilton@mpsaz.org](mailto:mlhamilton@mpsaz.org)

Phone: 480-472-0149

Project Title: e-Procurement Software

Annual Budget: \$575 Million

Project Modules: Electronic Bidding

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

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

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

## Additional References

City of Edgewater – Pat Drosten, Purchasing Director

Telephone: 386.424.2400 ext 1306

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

Maryland National Parks Commission – Stacey Pearson, Corporate Procurement Director

Telephone: 301-454-1609

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

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

Telephone: 408-586-3163

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

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

Telephone: 209-200-9597

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

City of Brentwood, Tennessee – Holly Earls – City Recorder

Telephone: 615-371-2234

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

Santa Cruz County, California – Terra Prestwich – Purchasing Clerk

Telephone: 831-454-2792

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

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

Telephone: (530) 565-6693

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

The City of Pasadena, California – Antonio Watson, Buyer

Telephone: 626-744-8382

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

Philadelphia International Airport, Pennsylvania – Alec Gever, Contracts Manager

Telephone: 215-863-3948

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



## Offeror Acknowledgment & Certification

RFP No. 21-203

Invitation Title: eProcurement Solutions

Offeror Company: Govlist, Inc

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

Contract Signatory: Thao Hill

Title: Chief Customer Officer

Mailing Address: 530 Divisadero St #797, San Francisco, CA 94117

Physical Address: 8288 Caribbean Way, Sacramento, CA 95826

Phone: (855) 680-4747

Email: hello@procurenw.com

Federal ID No.: 81-2070547

Web Page URL: www.procurenw.com

### Proposal Contact Information

Contact Person: Thao Hill

Phone: 415-470-2428

Email: thao@procurenw.com

### Underutilized/Disadvantaged Business (HUB / DBE) Information

Ownership - 51% or more:  Non-HUB/DBE  HUB  DBE

Estimated number of subcontractors who would participate in any contract:

None

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

N/A

### Certification

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

Signature: 

Digitally signed by Thao Hill  
Date: 2021.06.12 08:48:19 -07'00'

Title: Chief Customer Officer

Printed Name: Thao Hill

Date: 06-12-2021

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

Not applicable.

Name of Officer

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

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

Yes  No

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

Yes  No

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

Not applicable.

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

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

6/12/2021  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2021-765545

Date Filed:  
06/12/2021

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Govlist, Inc.  
San Francisco, CA United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
RFP 21-203  
eProcurement and Contract Management Solutions

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

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

**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity  
(Declarant)



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

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

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

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

## GOVLIST ORDER FORM

Customer:	Contact:
Address:	Phone:
	E-Mail:
<b>Services:</b> Solicitation Development, Vendor Sourcing, Contract Administration	
<b>Services Fees</b>	<b>Initial Service Term:</b> 12 months initial service term starting on the Effective Date, and renews in accordance with Section 5.1 of the Agreement.  Payment for Services are due annually in advance with the first payment due on the date specified above.

### **TERMS AND CONDITIONS**

#### **1. SAAS SERVICE AND SUPPORT**

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with Company's standard practices. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.
- 1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

#### **2. RESTRICTIONS AND RESPONSIBILITIES**

- 2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.
- 2.2. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in

violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

- 2.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard published policies then in effect (the “Policy”) and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
- 2.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

### **3. CONFIDENTIALITY; PROPRIETARY RIGHTS**

- 3.1. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 3.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other



technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

- 3.3. Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

#### **4. PAYMENT OF FEES**

- 4.1. Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). Company reserves the right to increase the Fees or applicable charges for the Services by 5% at the end of the Initial Service Term or then current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- 4.2. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income. In the event Customer or the transactions contemplated by the Agreement are exempt from sales taxes, Customer agrees to provide Company, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to Company.

#### **5. TERM AND TERMINATION**

- 5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 5.2. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.
- 5.3. Upon termination or expiration of this Agreement, (a) Customer will pay in full for the Services up to and including the last day on which the Services are provided, (b) all Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Proprietary Information of the other party in its possession. Additionally, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not

obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **6. WARRANTY AND DISCLAIMER**

Company warrants that for a period of ninety (90) days from the start of the Initial Service Term, the Services will perform in all material respects and in accordance with this Agreement. Company shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. The foregoing warranty does not apply to any Services that have been used in a manner other than as set forth under this Agreement. Any claim submitted under this Section 6 must be submitted in writing to the Company during the Term. Company's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Services so that the affected portion of the Services operates as warranted or, if Company is unable to do so, terminate the license for such Services and refund the pre-paid, unused portion of the Fee for such Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **7. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **8. RIGHT TO PUBLICITY**

Customer hereby grants Company with a license to use Customer's name and logo on the Company's website for purposes of identifying Customer as a customer of the Company. Customer further grants

Company permission to produce a case study with non-confidential details of Customer's and Company's relationship.

## **9. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

[Signature Page to Follow]

**SAAS SERVICES AGREEMENT**

The above Order Form, as well as the attached Terms and Conditions (collectively, the "Agreement") are entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") between Govlist Inc., a Delaware corporation ("Company"), and the Customer listed above ("Customer"). There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Govlist:

Customer:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

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

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

### **Certification 3. RELEASE**

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

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

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

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

The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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

The Proposer certifies that it has not and will not use Federal appropriated funds, which may include any money received in association with the PSA contract, to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).



### **Certification 7. TRAFFICKING VICTIMS PROTECTION ACT**

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

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

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

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

### **Certification 9. COMPUTER EQUIPMENT REYCLING PROGRAM**

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

### **Certification 10. CONTRACTING INFORMATION RESPONSIBILITIES**

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

### **Certification 11. ANTITRUST AFFIRMATION**

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

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

The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.

### **Certification 13. E-VERIFY PROGRAM**

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

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

### **Certification 14. EXCLUDED PARTIES**

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

### **Certification 15. FALSE STATEMENTS**

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

### **Certification 16. FOREIGN TERRORIST ORGANIZATION**

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

### **Certification 17. NO CONFLICTS OF INTEREST**

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

### **Certification 18. AMERICANS WITH DISABILITIES ACT**

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

### **Certification 19. DRUG-FREE WORKPLACE**

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

### **Certification 20. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

### **Certification 22. IMMIGRATION**

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



**Certification 23. LEGAL AND REGULATORY ACTIONS**

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

**Certification 24. LIMITATION ON AUTHORITY**

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

**Certification 25. MEDIA RELEASES**

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

**Certification 26. NO FELONY CRIMINAL CONVICTIONS**

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

**Certification 27. NO IMPLIED WAIVER**

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

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

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

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

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

**Certification 30. PROMPT PAYMENT**

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

**Certification 31. REFUND**

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

**Certification 32. SURVIVAL**

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

**Certification 33. UNFAIR BUSINESS PRACTICES**

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

**Certification 34. WAIVER OF CONSEQUENTIAL DAMAGES**

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

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

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

**Certification 36. FELONY CONVICTION NOTIFICATION**

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

**Certification 37. NON-COLLUSIVE RESPONSE**

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

**Certification 38. NON-BIASED SPECIFICATIONS**

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

**Certification 39. SUSPENSION AND DEBARMENT**

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

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

**Certification 40. LICENSING AND PERMITS**

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

**Certification 41. FRANCHISE TAX**


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

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

Govlist, Inc. (dba ProcureNow)  
Organization

Thao Hill  
Name

Chief Customer Officer  
Title

  
Signature

06/12/2021  
Date