

CONTRACT 21-203-ATC
ePROCUREMENT AND CONTRACT MANAGEMENT SOLUTIONS

A CONTRACT BETWEEN PURCHASING SOLUTIONS ALLIANCE, Bryan, Texas AND AUTOCENE, INC., Pleasanton, California.

This Contract is made and entered into by PURCHASING SOLUTIONS ALLIANCE, a program of the Brazos Valley Council of Governments (BVCOG) and hereinafter referred to as PSA, having its principal place of business at 3991 East 29th St., Bryan, Texas 77802, and AUTOCENE, INC. hereinafter referred to as the CONTRACTOR, having its principal place of business at 25 Rose Avenue, Suite 216, Pleasanton, California 94566.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Software as a Service (SAAS) Contract to become effective as of April 1, 2022 (“Effective Date”) and to continue through March 31, 2024 (the “Contract”), subject to extension for three (3) additional one-year terms upon mutual agreement of the CONTRACTOR and PSA. PSA enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of eProcurement and Contract Management Solutions offered by the CONTRACTOR (the “Software Services”). The CONTRACTOR agrees to offer the Software Services through the PSA Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

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

ARTICLE 3: LEGAL AUTHORITY

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

ARTICLE 4: APPLICABLE LAWS

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

ARTICLE 5: INDEPENDENT CONTRACTOR

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

ARTICLE 6: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the Contract or any right, title, obligation, or interest it may have therein to any third party without prior

written notice to PSA. PSA reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. PSA shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 7: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the RFP requirements. If CONTRACTOR fails to submit to PSA in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 8: SEVERABILITY

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

ARTICLE 9: DISPUTE RESOLUTION

All claims, disputes and other matters in question arising out of or relating to this agreement with a breach thereof, except for claims which have been waived by the making or acceptance of final payment, shall be decided by mediation or non-binding arbitration pursuant to the Texas Arbitration Dispute Resolution Act, (Texas Practice and Remedies Code, Chapter 154), and in accordance with the rules then in effect unless the parties mutually agree otherwise. Each party shall pay its own legal and other costs relating to the mediation or the non-binding arbitration regardless of the outcome of the mediation or the non-binding arbitration. The mediator should be agreed upon by both parties and mediation will be conducted in Brazos County, Texas. Participation in any Alternative Dispute Resolution does not constitute a waiver of any immunity or protections afforded to PSA or BVCOG.

ARTICLE 10: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify PSA described in Article 11, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by PSA, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

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

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

ARTICLE 12: TERMINATION FOR CAUSE

PSA may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract. PSA shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall

not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then PSA may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 13: TERMINATION FOR CONVENIENCE

PSA may cancel or terminate this Contract at any time by giving ninety (90) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR.

ARTICLE 14: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

In accordance with 2 CFR 200.333 and 2 CFR 200.336, CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. PSA, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that PSA's duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 15: COMPLIANCE WITH BUY AMERICA PROVISIONS

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

ARTICLE 16: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

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

ARTICLE 17: GOVERNING LAW & VENUE

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

ARTICLE 18: PAYMENT OF PSA FEE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable ten (10) % PSA Administrative Fee. The Administrative Fee is to be calculated by multiplying the total sales by 10%. Contractor will remit the total Administrative Fee due with the monthly report as required and stipulated in Exhibit B – RFP No. 21-203. Any PSA fee collected by CONTRACTOR from END USERS, including END USERS without Interlocal Contracts, shall be paid to PSA by CONTRACTOR. CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal Contracts with PSA. PSA reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit PSA’s fee. In no event shall PSA have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 19: VOLUME PRICING

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

ARTICLE 20: CHANGE OF CONTRACTOR STATUS

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

ARTICLE 21: EXCLUDED PARTIES

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

ARTICLE 22: CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to PSA and the END USERS’ Federal awarding agencies and the Regional Office of the Environmental Protection Agency (EPA).

ARTICLE 23: BYRD ANTI-LOBBYING AMENDMENT

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

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

ARTICLE 24: DEBARMENT AND SUSPENSION

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

ARTICLE 25: PROCUREMENT OF RECOVERED MATERIALS

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

ARTICLE 26: RIGHTS TO INVENTIONS

For all contracts resulting from this Agreement and the END USER is spending funds from an award that meets the definition of “funding agreement” under 37 CFR § 401.2 (a), and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the federal awarding agency.

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

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

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

ARTICLE 28: DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

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

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

ARTICLE 30: CONTRACTING INFORMATION RESPONSIBILITIES

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

ARTICLE 31: FOREIGN TERRORIST ORGANIZATIONS

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

ARTICLE 32: CERTIFICATION NOT TO BOYCOTT ISREAL

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

ARTICLE 33: COVID-19 VACCINE PASSPORT PROHIBITION

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

ARTICLE 34: ENERGY COMPANY BOYCOTTS

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

ARTICLE 35: FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

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

ARTICLE 36: DEALINGS WITH PUBLIC SERVANTS AFFIRMATION

Pursuant to Section 2155.003 of the Texas Government Code, CONTRACTOR represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.

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

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

DocuSigned by:

04F88C0DC4BF423...

Michael Parks, AICP
Executive Director
Brazos Valley Council of Governments

4/22/2022

Date

Signed for the **Autocene, Inc.**, Pleasanton, California:

DocuSigned by:

E6624BE2D2904B6...

Kirk Deininger
Chief Revenue Officer
Autocene, Inc.

4/22/2022

Date

Contract 21-203-ATC

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



1

AUTOCENE

275 Rose Avenue, Suite 216, Pleasanton, CA 94566

Purchasing Solutions Alliance

ePROCUREMENT AND CONTRACT
MANAGEMENT

RFP 21-203

Proposal Submission Deadline: June 22, 2021 by 5:00
PM CST

TABLE OF CONTENTS

Section 1 – Executive Summary	3
Section 2 – Product Offerings	3
Section 3 – IT Requirements	24
Section 4 – Technical Support.....	25
Section 5 – Cost Proposal.....	27
Section 6 – Vendor Qualifications.....	28
Section 7 – Staff Assigned to the Account.....	36
Section 8 – Marketing Strategy.....	38
Section 9 – PSA Administrative Fee	39
Autocene Employee Ethics Policy	39
References	40
Offeror Acknowledgement & Certification	42
Conflict of Interest Questionnaire	42
Form 1295 Certificate of Interested Parties	43
End User Service Agreement	44
Proposer Certifications	45
Addenda 1	45
Addenda 2	46

Section 1 – Executive Summary

Thank you in advance for your consideration of our proposal

Autocene eprocurement, eBidding and contract management solutions are being used by some of the largest government organizations in the world, as well as many smaller state and local agencies which include:

- The Commonwealth of Massachusetts
- The State of Washington
- The Superior Court of California
- The City of San Jose, CA
- New York City
- The City of Ventura, CA

In this proposal our team will demonstrate Autocene’s ability to provide Purchasing Solutions Alliance members with an eProcurement and Contract Management Solution systems that is full featured and cost effective. We will also demonstrate that Autocene will bring significant value to PSA as a partner in this area. We urge you to closely review the final section of this proposal where we respond to PSA’s evaluation criteria.

The Autocene platform is being used by the Commonwealth of Massachusetts to secure architectural & engineering contracts for all building projects in the State for the Department of Housing and Community Development (DHCD) and the Division of Capital Asset Management and Maintenance (DCAMM). Virtually all vertical construction projects in the State are required to use DCAMM’s processes along with the Autocene platform. In our proposal you will see several screenshots of those applications.

All of the functionality discussed in this proposal is already developed and being used within the Commonwealth of Massachusetts and other customers. In addition, the California City of San Jose is utilizing Autocene to solve its labor compliance challenges around construction projects, and the Superior Court of California is using the platform to solve other problems in the San Francisco court system. In fact, your PSA members will be able to leverage much of the same types of functionalities in your applications. The Relevant Project Experience section of this proposal provides descriptions a few of those applications.

Through this proposal and attachments, you will find that the Autocene team has the technology, people and the experience to provide the online bidding platform & training that Purchasing Solutions Alliance members need to streamline many of their business processes. You will also find that Autocene will deliver all this at a cost that provides an almost immediate return on investment for your members.

In addition, your Member’s administrators will be trained how to create applications to extend the capabilities of the applications we will be providing. At the end of this proposal, you will find examples of how other state and municipal governments have used Autocene to streamline their processes.

In the proposal, you will also see that we have included our Enterprise Premier Support package to ensure superior customer service to PSA and your members.

We look forward to providing additional information and a demonstration of the Autocene eProcurement and Contract Management solutions. We are confident that you will find no other provider who has taken this innovative and comprehensive approach.

I certify that I have authority to bind Autocene, Inc. under this proposal/offer.

Sincerely,

Autocene | Kirk Deininger | Chief Revenue Officer
o: 925.264.0045 x200 m: 925.899.6344
275 Rose Avenue, Suite 216, Pleasanton, CA 94566
kdeininger@autocene.com

DocuSigned by:
Kirk Deininger
BAE2D681927548C...

Section 2 – Product Offerings

Response to Section 2 – Scope of Work

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

We'll be using examples from an Autocene system used in Massachusetts. It is made up of dozens of applications/modules and will give you an idea of the capabilities. PSA Members can pick and choose which modules that you wish to implement. We can determine this as we continue the selection process. PSA Members can use any or all of the functionality described below.

1) Centralized Database of Registered Providers

4

Description	Screenshots																																																										
<p>DATABASE</p> <p>We'll begin by building a central database of your vendors/providers. The Massachusetts examples have 500+ architect & engineering firms registered in the system. You can see the type of information Massachusetts collects on its Designers/Vendors . Firm type and Diversity certifications can help with targeting notifications.</p> <p>Your staff will be able to sort by diversity type and firm type to get to a short list, then drill down to see references and evaluations.</p> <p>Multiple users from the vendor/firm can be registered in the database to receive notices and respond to</p>	<p>Designer Selection Board Registration and Disclosure View</p> <p>1 Ashburton Place, Room 1018A, 10th Floor, Boston, MA 02108 www.mass.gov/dsb Telephone: (617) 727-4046</p> <p>Please complete the required fields () before submitting [Edit]</p> <p>Welcome, here you will be able to Register/Update your Firm information below.</p> <p>If your firm will act as a Sub-Consultant only, then please check below: <input type="checkbox"/> I Confirm.</p> <p>Firm Type (Check all that apply)</p> <p>Designer: <input checked="" type="checkbox"/> Architect <input type="checkbox"/> Landscape Architect <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Interior Designer <input type="checkbox"/> Construction Manager <input type="checkbox"/> Programmer</p> <p>Diversity: <input type="checkbox"/> Woman Owned (WBE) <input type="checkbox"/> Minority Owned (MBE) <input type="checkbox"/> Veteran Owned (VBE) <input type="checkbox"/> Service Disabled Veteran Owned (SDVOBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Disability Owned Business Enterprise (DOBE) <input type="checkbox"/> LGBT Business Enterprise (LGBTBE) <input type="checkbox"/> Portuguese Business Enterprise (PBE) <input type="checkbox"/> Small Business Purchasing Program (SBPP)</p> <p>Former Name (if any): AA&Design</p> <p>Firm Contact Information Firm Logo</p> <p>Aeolus Architecture & Design</p> <table border="1"> <thead> <tr> <th>Name of Business</th> <th>Website</th> <th>FEIN</th> </tr> </thead> <tbody> <tr> <td>AEOLUS ARCHITECTURE AND DESIGN</td> <td>http://aeolusdesign.com</td> <td>212020</td> </tr> <tr> <td>Contact Person</td> <td>Contact Email Address</td> <td>Phone Ext.</td> </tr> <tr> <td>Penny Foussekis</td> <td>pfoussekis@autocene.com</td> <td>(403) 456-3035 220</td> </tr> <tr> <td>Main Office Address</td> <td>City</td> <td>State</td> </tr> <tr> <td>112 Derry Street SW</td> <td>Boston</td> <td>Massachusetts</td> </tr> <tr> <td>Secondary Office Address</td> <td>City</td> <td>State</td> </tr> <tr> <td>123 Street Ave.</td> <td>Houston</td> <td>Texas</td> </tr> <tr> <td># of Employees, Total</td> <td># of Employees, Mass.</td> <td># Mass. Reg. Architects</td> </tr> <tr> <td>250</td> <td>100</td> <td>50</td> </tr> </tbody> </table> <p>Firm Experience</p> <p>List all current projects of any type and all projects for all MA public agencies in the last 5 years.</p> <table border="1"> <thead> <tr> <th># of Total Active Projects:</th> <th>Total ECC of Active Projects:</th> <th># of Total Active MA State Projects:</th> <th>Total ECC of Active MA State Projects:</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>\$75,179,873.00</td> <td>1</td> <td>\$800,000.00</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Role</th> <th>Project Name & Location</th> <th>Project Description</th> <th>Principal-In-Charge (PIC)</th> <th>Estimated Construction Cost (ECC) \$</th> <th>Completion Date (est.)</th> <th>Owner's Contact Info</th> <th>Facility Type</th> <th>Status</th> <th>Type</th> </tr> </thead> <tbody> <tr> <td>Prime Firm</td> <td>New Administration Complex, Kora University ,TX</td> <td>Administration campus Interior design that included new office layouts and lobby/main seating areas. New landscape organization created connections to the greater</td> <td>Cassandra Urick</td> <td>\$74,379,873</td> <td>2019</td> <td>Kora University, Admin 458 Huntsman Place New York, NY 10001 (212) 630-4572</td> <td>Corrections</td> <td>Active</td> <td>Other</td> </tr> </tbody> </table>	Name of Business	Website	FEIN	AEOLUS ARCHITECTURE AND DESIGN	http://aeolusdesign.com	212020	Contact Person	Contact Email Address	Phone Ext.	Penny Foussekis	pfoussekis@autocene.com	(403) 456-3035 220	Main Office Address	City	State	112 Derry Street SW	Boston	Massachusetts	Secondary Office Address	City	State	123 Street Ave.	Houston	Texas	# of Employees, Total	# of Employees, Mass.	# Mass. Reg. Architects	250	100	50	# of Total Active Projects:	Total ECC of Active Projects:	# of Total Active MA State Projects:	Total ECC of Active MA State Projects:	2	\$75,179,873.00	1	\$800,000.00	Role	Project Name & Location	Project Description	Principal-In-Charge (PIC)	Estimated Construction Cost (ECC) \$	Completion Date (est.)	Owner's Contact Info	Facility Type	Status	Type	Prime Firm	New Administration Complex, Kora University ,TX	Administration campus Interior design that included new office layouts and lobby/main seating areas. New landscape organization created connections to the greater	Cassandra Urick	\$74,379,873	2019	Kora University, Admin 458 Huntsman Place New York, NY 10001 (212) 630-4572	Corrections	Active	Other
Name of Business	Website	FEIN																																																									
AEOLUS ARCHITECTURE AND DESIGN	http://aeolusdesign.com	212020																																																									
Contact Person	Contact Email Address	Phone Ext.																																																									
Penny Foussekis	pfoussekis@autocene.com	(403) 456-3035 220																																																									
Main Office Address	City	State																																																									
112 Derry Street SW	Boston	Massachusetts																																																									
Secondary Office Address	City	State																																																									
123 Street Ave.	Houston	Texas																																																									
# of Employees, Total	# of Employees, Mass.	# Mass. Reg. Architects																																																									
250	100	50																																																									
# of Total Active Projects:	Total ECC of Active Projects:	# of Total Active MA State Projects:	Total ECC of Active MA State Projects:																																																								
2	\$75,179,873.00	1	\$800,000.00																																																								
Role	Project Name & Location	Project Description	Principal-In-Charge (PIC)	Estimated Construction Cost (ECC) \$	Completion Date (est.)	Owner's Contact Info	Facility Type	Status	Type																																																		
Prime Firm	New Administration Complex, Kora University ,TX	Administration campus Interior design that included new office layouts and lobby/main seating areas. New landscape organization created connections to the greater	Cassandra Urick	\$74,379,873	2019	Kora University, Admin 458 Huntsman Place New York, NY 10001 (212) 630-4572	Corrections	Active	Other																																																		

potential projects/bids.

REFERENCES

The vendors can send a link to their references. The references follow the link to select the firm. They confirm their identify and email address, and then complete a reference form.

All of the data is collected and the information is tied to the firm's profile in the Autocene database.

Firm Name	Contact Person	Email Address
ABACUS ARCHITECTS + PLANNERS	David Pollak	dpollak@abacusarchitects.com
ACCENTECH	Sandy Kane	skane@acentech.com
ACS, LLC	Jay R Mason	jay@acslowell.com
ACTWO ARCHITECTS	Andrew Cohen	ac@actwoarch.com
AFCOM USA OF MASSACHUSETTS, INC.	Leslie Sims	leslie.sims@afcom.com
AEOLUS ARCHITECTURE AND DESIGN	Penny Foussekis	hazel@formverse.com
AFFILIATED ENGINEERS, INC.	Keith Garratt	stackett@facfin.com
AI ENGINEERS	Colleen Egan	cegan@aiengineers.com
AIR WATER ENERGY ENGINEERS, INC.	George Hu	george.hu@awe-e.com
AKAL ENGINEERING INC.	Anup Khatra	khatra@akalengineering.com
ALARES ARCHITECTS AND ENGINEERS	Donald Maggioli	carol@alaresllc.com
ALLEN AND MAJOR ASSOCIATES, INC.	Lee Irzyk	lirzyk@allenmajor.com
ALLIED CONSULTING ENGINEERING SERVICES	Allied Consulting Engineering	kimr@alliedconsulting.net
AM FOGARTY AND ASSOC.	peter timothy	ptim@amfogarty.com

5

AEOLUS ARCHITECTURE AND DESIGN

PROJECT NAME: _____

LOCATION: _____

DSB LIST # (if appl.): _____

PROJECT TYPE (all that apply): Master Plan Feasibility Study Facility Conditions Assessment New Construction Alteration/Renovation Repair/Maintenance Restoration/Preservation Addition

FACILITY TYPE: _____

REFERENCE CONTACT NAME: Penelope Foussekis

REFERENCE CONTACT EMAIL: pfoussekis@formverse.com

REFERENCE CONTACT PHONE: _____

REFERENCE AGENCY NAME: _____

PERFORMANCE SCORES (0-4.0):

- 4.0 Exceeded Expectations: outstanding performance
- 3.0 Satisfactory: at standard, satisfactory performance
- 2.0 Improvement Required: below satisfactory performance
- 1.0 Unsatisfactory: Unacceptable performance

Rate Designer Performance Related To:


MANAGEMENT	Communication with stakeholders, responsiveness, contribution to decision-making, project leadership	<input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4
QUALITY	Articulation of scope, coordination, provision of expertise, quality control, plans and presentations	<input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4
SCHEDULE	Scheduling and timely completion of tasks, timeliness of revisions, schedule responsibility and accountability	<input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4
BUDGET	Cost control, accuracy and completeness of estimates, adherence to design fee, invoicing timeliness	<input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4

OVERALL RATING: _____

OVERALL COMMENTS: _____

FINDING A VENDOR

Your staff will have the ability to sort and search the database of vendors, identify potential vendors, and then drill down into their references and evaluations.



Designer Selection Board

1 Ashburton Place, Room 1018A, 10th Floor, Boston, MA 02108

Database Search Engine

www.mass.gov/dsh Telephone: (617) 727-4046

Here you can search for a particular firm, look at a firm's registration information, view an application or a posted evaluation.

FILTER BY

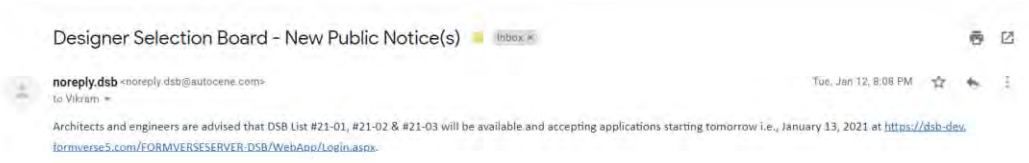
Firm Name	State	City	Email Address
Firm Type Designer: <input type="checkbox"/> Architect <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Engineer <input type="checkbox"/> Interior Designer <input type="checkbox"/> Construction Manager <input type="checkbox"/> Programmer Diversity: <input checked="" type="checkbox"/> Woman Owned (WBE) <input type="checkbox"/> Minority Owned (MBE) <input type="checkbox"/> Veteran Owned (VBE) <input type="checkbox"/> Service Disabled Veteran Owned (SDVOBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Disability Owned Business Enterprise (DOBE) <input type="checkbox"/> LGBT Business Enterprise (LGBTBE) <input type="checkbox"/> Portuguese Business Enterprise (PBE) <input type="checkbox"/> Small Business Purchasing Program (SBPP)			
Check below (if needed) <input type="checkbox"/> List firms acting as Sub Consultants only			
Based on your search criteria below is the list of available Firms.			
Firm Name	State	City	Email Address
AEOLUS ARCHITECTURE AND DESIGN	Massachusetts	Boston	pfoussekis@autocene.com
ARCHITECTURAL ENGINEERS, INC.	Massachusetts	Boston	jshelby@arcengrs.com
ARCHITECTURAL SOLUTIONS INC.	Massachusetts	Milton	shikha.archsol@gmail.com
ARCHITX, LLC	Connecticut	Stafford Springs	traci@architx.net
B2Q ASSOCIATES, INC.	Massachusetts	Andover	nbanks@b2qassociates.com
BARGMANN HENDRIE + ARCHETYPE	Massachusetts	Boston	jbentley@bhplus.com
BRENNAN CONSULTING, INC.	Massachusetts	Burlington	cemilius@brennanconsults.com
BREWSTER THORNTON GROUP ARCHITECTS, LLP	Rhode Island	Providence	christines@brewsterthornton.com
BROWN RICHARDSON AND ROWE, INC.	Massachusetts	Boston	acardone@brownrowe.com
C. A. CROWLEY ENGINEERING, INC.	Massachusetts	Taunton	aguyan@crowleyeng.com

2) Posting of Projects & Notifications/Alerts

Now that we have vendors in the database, we'll need a central place to post projects/opportunities.

Description	Screenshots
<p>SUBMITTING A NEW PROJECT OR OPPORTUNITY</p> <p>Your staff will create a summary/overview and submit their projects to the central location for vendors to see and respond to.</p> <p>They will attach any pertinent documents that the vendors will need to submit their proposal.</p> <p>Notifications can automatically be sent to the database of vendors and to newspapers.</p> <p>Massachusetts has a connected to their Central Register for advertisement as well.</p>	
<p>NOTIFYING VENDORS OF NEW PROJECTS & OPPORTUNITIES</p> <p>Your staff can automatically notify vendors in the database of new projects via email notifications.</p> <p>They can sort by the type of vendor</p>	

required and notify just that type of firm.



LISTING OF PROJECTS

Vendors can go to this kind of a central location to sort, search and view the projects & opportunities.

What we're showing here was created specifically for architects & engineers, but we can list the various specialties that DES needs, and provide a sorting mechanism based on that criteria.

Open opportunities would be marked in Green, closed opportunities in Red.

PROJECT TITLE	DSB LIST #	PROJECT NO.	NOTICE DATE	DEADLINE DATE	PRIME SERVICE	AWARDING AGENCY	VIEW
Study, Planning, Design, Management & Construction for MEP/F, Building and Site Renovations, Repairs & Upgrades	20-21	2021-05	11/11/2020	12/2/2020	Engineer	Westfield State University	VIEW
Study, Design, Management & Construction for General Building Renovations, Repairs & Upgrades	20-20	2021-006	11/11/2020	12/2/2020	Architect	Westfield State University	VIEW
GLCPS Convent Renovation Project	20-18	CP-DS-2020-001	11/4/2020	12/2/2020	Architect	Global Learning Charter Public School (GLCPS)	VIEW
Study and Design for General Building Renovations, Repairs and Upgrades	20-17	DCR20A/E07	10/7/2020	11/18/2020	Architect	Department of Conservation and Recreation (DCR)	VIEW
Study and Design for Mechanical, Electrical, and Plumbing Renovations, Repairs and Upgrades	20-16	DCPSPT-MEP20	10/7/2020	11/4/2020	Engineer	Division of Capital Asset Management & Maintenance (DCAMM)	VIEW
Study and Design for General Building Renovations, Repairs and Upgrades	20-15	DCPSPT-ARCH20	10/7/2020	11/4/2020	Architect	Division of Capital Asset Management & Maintenance (DCAMM)	VIEW
Study and Design of General Building Renovations, Repairs and Upgrades	20-14	33	10/7/2020	11/18/2020	Architect	Massachusetts Military Division	VIEW
C.25A Energy, Water, Climate, & Resilience Projects	20-13	DCPENRGY20	8/12/2020	9/16/2020	Engineer	Division of Capital Asset Management & Maintenance	VIEW

8

VIEWING THE OPPORTUNITY

The vendor can select VIEW to see a summary of the opportunity of project, and then click through to see any additional documentation on the project.

If it is something that the vendor wishes to pursue, they move on to the next step which is confirming their

DSB LIST #	19-99
DSB PUBLIC NOTICE DATE:	2020-01-01
LAST DATE FOR FILING APPLICATION IS:	12/31/2020 02:00 PM
PROJECT NUMBER:	2019-ABC
PROJECT TITLE:	CBD Testing Facility
PROJECT LOCATION:	Andover, MA
CONTRACT TYPE:	Specific Assignment
PRIME FIRM REQUIRED:	Architect
USER AGENCY:	Department of Public Health
AWARDING AGENCY:	DHCD
PROJECT SUMMARY:	This project is listed only for testing purposes. This is the redevelopment of an existing mental health facility into a new CBD oil testing facility.

<p>Registration & Disclosure information already submitted.</p> <p>Note that system takes the vendor through each step of the discovery and application process.</p>	
--	--

3) Vendor Bid/Application Process

Using the Autocene system, and the vendor is taken through the application process and the submission of a structured application. The structured application is easier for both the vendor and the committee. I think you will find this to be a very innovative approach.

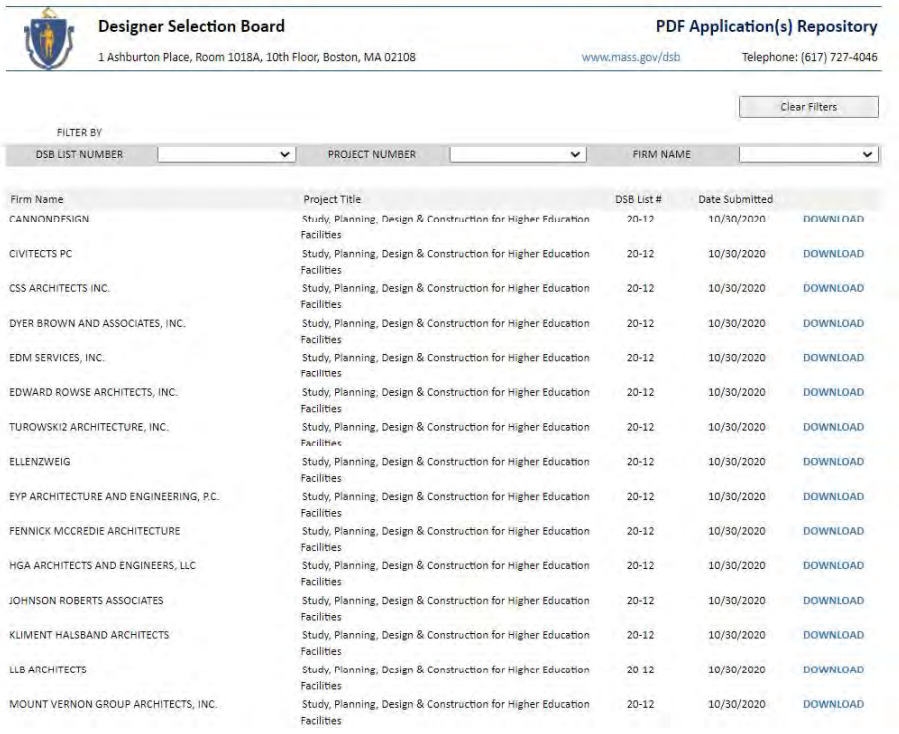
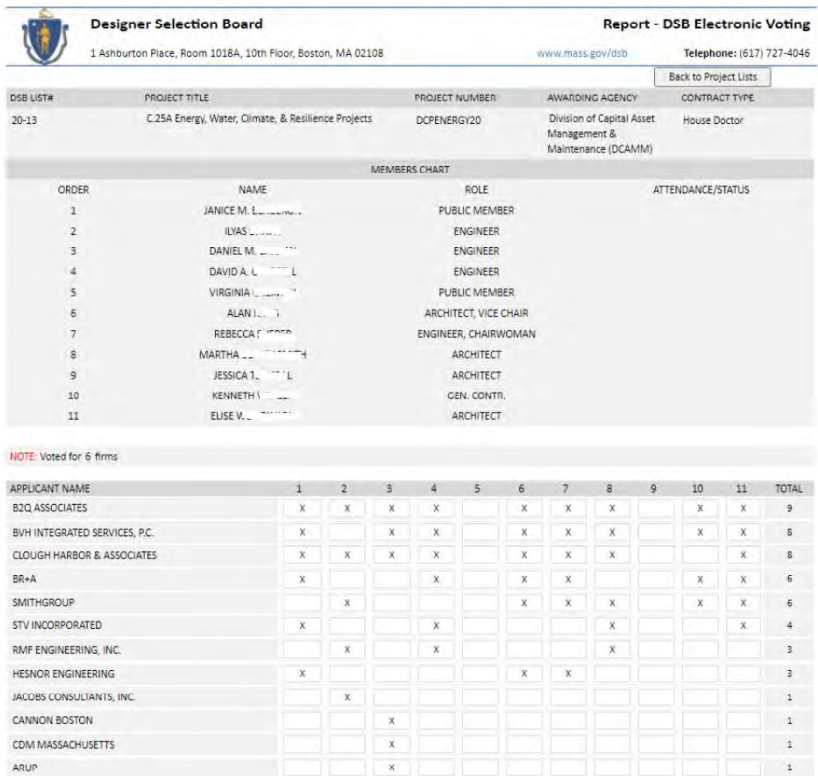
Description	Screenshots
<p>CREATING THE VENDOR'S APPLICATION FOR THE PROJECT & OPPORTUNITY</p> <p>The Autocene system walks the vendor through a step-by-step process of applying for a project.</p> <p>The vendor begins to complete their application for the project in a structured format that is easier for the selection committee to read and compare.</p> <p>Much of the information on this structured application is pre-populated and pulled from the Registration and Disclosure information already submitted by the vendor in the database.</p> <p>This structured and streamlined application process was much easier for</p>	

9

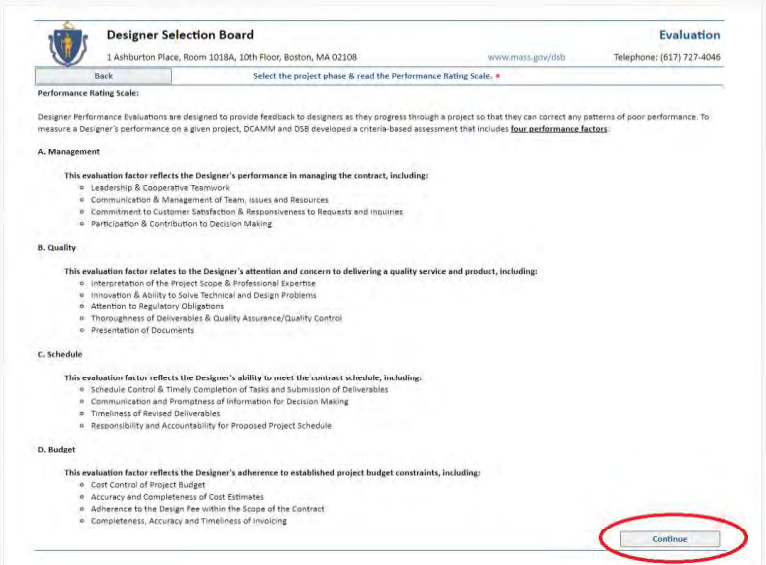
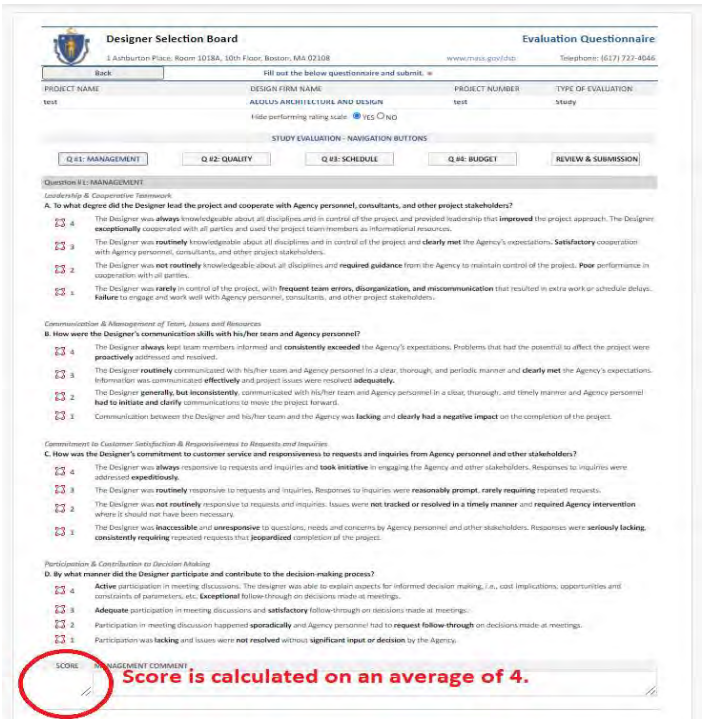
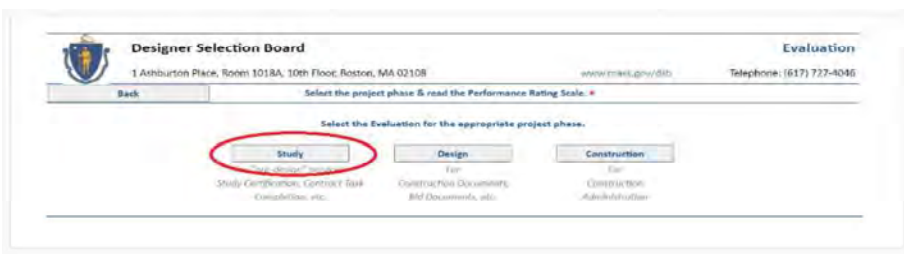
vendors to respond to. It especially helped smaller vendors, and resulted in a 35% increase of small firms (MBEs and WBEs) applying for projects.

2. Evaluations & References		
Public Agency Evaluations	Evaluator Comments	Firm Response
Overall score: 2.05/4 Prepared By: Penelope Foussekis Title: Study and Design for General Building Repairs, and Upgrades Agency: Cape Cod Community College Consultant Project Completion Date: 2019-11-20	Firm's performance was excellent per different agencies. When over budget, they took the lead in suggesting strategies for reducing cost – finding creative ways to bring the costs back in line – from incorporating a hybrid of materials to reconfiguring the layout. The entire team was great to work with – they were professional and responsive. I highly recommend them for any future projects.	
Overall score: 3.27/4 Prepared By: Hazel Lobos Title: Test Non-OSB Project Name Input Agency: Test User Agency Consultant Project Completion Date: 2018-07-19	Firm's performance was excellent per different agencies. When over budget, they took the lead in suggesting strategies for reducing cost – finding creative ways to bring the costs back in line – from incorporating a hybrid of materials to reconfiguring the layout. The entire team was great to work with – they were professional and responsive. I highly recommend them for any future projects.	Our firm is very much satisfied with the evaluation provided by the agency. Its always great working on a government project and reaching our goals on time. We appreciate it.
Overall score: 2.37/4 Prepared By: Hazel Lobos Title: Test Non-OSB Project Name Input Agency: Test Agency Consultant Project Completion Date: 2018-07-19	Firm's performance was excellent per different agencies. When over budget, they took the lead in suggesting strategies for reducing cost – finding creative ways to bring the costs back in line – from incorporating a hybrid of materials to reconfiguring the layout. The entire team was great to work with – they were professional and responsive. I highly recommend them for any future projects.	Our firm is very much satisfied with the evaluation provided by the agency. Its always great working on a government project and reaching our goals on time. We appreciate it.
Overall score: 4/4 Prepared By: Hazel Lobos Title: Test Non-OSB Project Name Input Agency: Test User Agency Consultant Project Completion Date: 2018-07-19	Firm's performance was excellent per different agencies. When over budget, they took the lead in suggesting strategies for reducing cost – finding creative ways to bring the costs back in line – from incorporating a hybrid of materials to reconfiguring the layout. The entire team was great to work with – they were professional and responsive. I highly recommend them for any future projects.	Our firm is very much satisfied with the evaluation provided by the agency. Its always great working on a government project and reaching our goals on time. We appreciate it.
Overall score: 4/4	Firm's performance was excellent per different	Our firm is very much satisfied with the evaluation

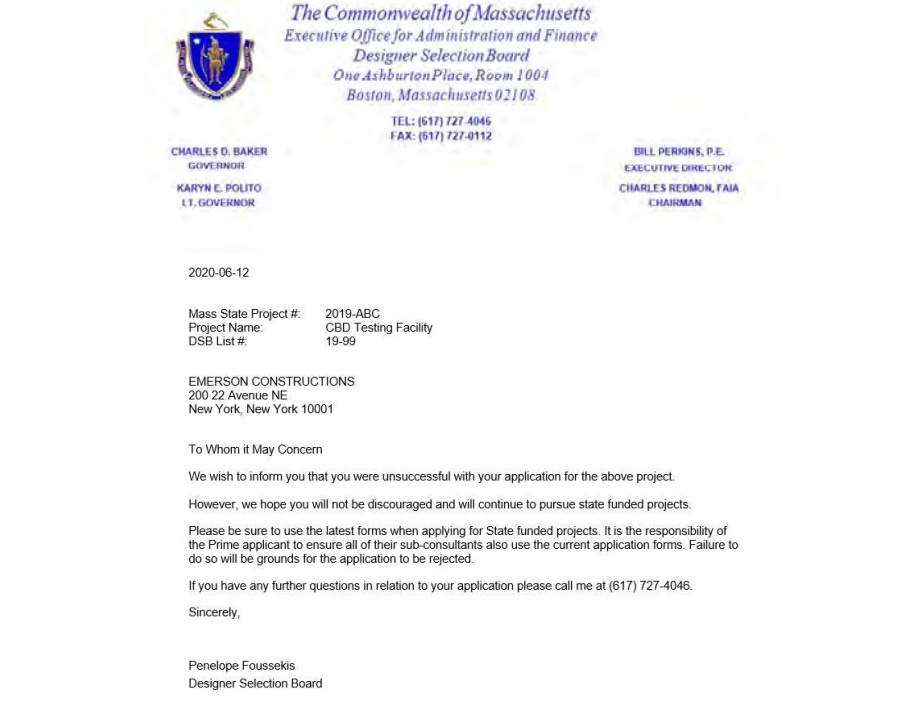
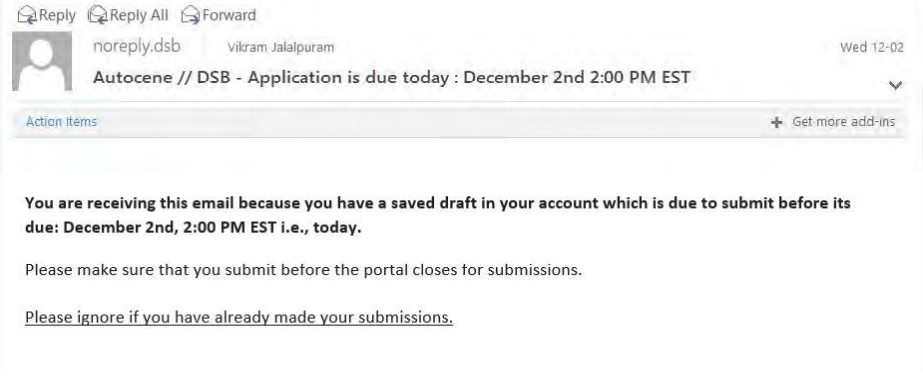
4) Review of Applications

Description	Screenshots																																																																																																																																																																																																																									
<p style="color: red;">REVIEWING APPLICATIONS</p> <p>Your selection committees can download and view the applications submitted by the vendors.</p> <p>The applications can be downloaded in PDF format and stored locally by the committee member as well.</p>	 <p>Designer Selection Board PDF Application(s) Repository 1 Ashburton Place, Room 1018A, 10th Floor, Boston, MA 02108 www.mass.gov/dsb Telephone: (617) 727-4046</p> <p>FILTER BY: DSB LIST NUMBER PROJECT NUMBER FIRM NAME</p> <table border="1"> <thead> <tr> <th>Firm Name</th> <th>Project Title</th> <th>DSB List #</th> <th>Date Submitted</th> <th>Download</th> </tr> </thead> <tbody> <tr><td>CANNONDSIGN</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>CIVICTECTS PC</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>CSS ARCHITECTS INC.</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>DYER BROWN AND ASSOCIATES, INC.</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>EDM SERVICES, INC.</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>EDWARD ROWSE ARCHITECTS, INC.</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>TUROWSKI2 ARCHITECTURE, INC.</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>ELLENZWEIG</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>EYP ARCHITECTURE AND ENGINEERING, P.C.</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>FENNICK MCCREDIE ARCHITECTURE</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>HGA ARCHITECTS AND ENGINEERS, LLC</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>JOHNSON ROBERTS ASSOCIATES</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>KLIMENT HALSBAND ARCHITECTS</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>LLB ARCHITECTS</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> <tr><td>MOUNT VERNON GROUP ARCHITECTS, INC.</td><td>Study, Planning, Design & Construction for Higher Education Facilities</td><td>20-12</td><td>10/30/2020</td><td>DOWNLOAD</td></tr> </tbody> </table>	Firm Name	Project Title	DSB List #	Date Submitted	Download	CANNONDSIGN	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	CIVICTECTS PC	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	CSS ARCHITECTS INC.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	DYER BROWN AND ASSOCIATES, INC.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	EDM SERVICES, INC.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	EDWARD ROWSE ARCHITECTS, INC.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	TUROWSKI2 ARCHITECTURE, INC.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	ELLENZWEIG	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	EYP ARCHITECTURE AND ENGINEERING, P.C.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	FENNICK MCCREDIE ARCHITECTURE	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	HGA ARCHITECTS AND ENGINEERS, LLC	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	JOHNSON ROBERTS ASSOCIATES	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	KLIMENT HALSBAND ARCHITECTS	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	LLB ARCHITECTS	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD	MOUNT VERNON GROUP ARCHITECTS, INC.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																									
Firm Name	Project Title	DSB List #	Date Submitted	Download																																																																																																																																																																																																																						
CANNONDSIGN	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
CIVICTECTS PC	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
CSS ARCHITECTS INC.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
DYER BROWN AND ASSOCIATES, INC.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
EDM SERVICES, INC.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
EDWARD ROWSE ARCHITECTS, INC.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
TUROWSKI2 ARCHITECTURE, INC.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
ELLENZWEIG	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
EYP ARCHITECTURE AND ENGINEERING, P.C.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
FENNICK MCCREDIE ARCHITECTURE	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
HGA ARCHITECTS AND ENGINEERS, LLC	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
JOHNSON ROBERTS ASSOCIATES	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
KLIMENT HALSBAND ARCHITECTS	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
LLB ARCHITECTS	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
MOUNT VERNON GROUP ARCHITECTS, INC.	Study, Planning, Design & Construction for Higher Education Facilities	20-12	10/30/2020	DOWNLOAD																																																																																																																																																																																																																						
<p style="color: red;">VOTING AND SELECTION OF VENDOR(S)</p> <p>The selection committee members can make their selections within the Autocene system. Those selections will be calculated in the manner DES requires. Massachusetts has multiple ranking schema depending on the project type.</p> <p>The Massachusetts Designer Selection Board does their voting offline, and then just enters the information into the system for documentation, reporting, audit, etc.</p>	 <p>Designer Selection Board Report - DSB Electronic Voting 1 Ashburton Place, Room 1018A, 10th Floor, Boston, MA 02108 www.mass.gov/dsb Telephone: (617) 727-4046</p> <p>DSB LIST# PROJECT TITLE PROJECT NUMBER AWARDING AGENCY CONTRACT TYPE</p> <p>20-13 C.25A Energy, Water, Climate, & Resilience Projects DCPENERGY20 Division of Capital Asset Management & Maintenance (DCAMM) House Doctor</p> <p>MEMBERS CHART</p> <table border="1"> <thead> <tr> <th>ORDER</th> <th>NAME</th> <th>ROLE</th> <th>ATTENDANCE/STATUS</th> </tr> </thead> <tbody> <tr><td>1</td><td>JANICE M. L...</td><td>PUBLIC MEMBER</td><td></td></tr> <tr><td>2</td><td>ILIAS L...</td><td>ENGINEER</td><td></td></tr> <tr><td>3</td><td>DANIEL M. L...</td><td>ENGINEER</td><td></td></tr> <tr><td>4</td><td>DAVID A. L...</td><td>ENGINEER</td><td></td></tr> <tr><td>5</td><td>VIRGINIA L...</td><td>PUBLIC MEMBER</td><td></td></tr> <tr><td>6</td><td>ALAN L...</td><td>ARCHITECT, VICE CHAIR</td><td></td></tr> <tr><td>7</td><td>REBECCA F...</td><td>ENGINEER, CHAIRWOMAN</td><td></td></tr> <tr><td>8</td><td>MARTHA L...</td><td>ARCHITECT</td><td></td></tr> <tr><td>9</td><td>JESSICA T...</td><td>ARCHITECT</td><td></td></tr> <tr><td>10</td><td>KENNETH V...</td><td>GEN. CONTR.</td><td></td></tr> <tr><td>11</td><td>ELISE V. L...</td><td>ARCHITECT</td><td></td></tr> </tbody> </table> <p>NOTE: Voted for 6 firms</p> <table border="1"> <thead> <tr> <th>APPLICANT NAME</th> <th>1</th> <th>2</th> <th>3</th> <th>4</th> <th>5</th> <th>6</th> <th>7</th> <th>8</th> <th>9</th> <th>10</th> <th>11</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr><td>B2Q ASSOCIATES</td><td>X</td><td>X</td><td>X</td><td>X</td><td></td><td>X</td><td>X</td><td>X</td><td></td><td>X</td><td>X</td><td>9</td></tr> <tr><td>BVH INTEGRATED SERVICES, P.C.</td><td>X</td><td></td><td>X</td><td>X</td><td></td><td>X</td><td>X</td><td>X</td><td></td><td>X</td><td>X</td><td>8</td></tr> <tr><td>CLOUGH HARBOR & ASSOCIATES</td><td>X</td><td>X</td><td>X</td><td>X</td><td></td><td>X</td><td>X</td><td>X</td><td></td><td></td><td></td><td>8</td></tr> <tr><td>BR-A</td><td>X</td><td></td><td></td><td>X</td><td></td><td>X</td><td>X</td><td></td><td></td><td>X</td><td>X</td><td>6</td></tr> <tr><td>SMITHGROUP</td><td></td><td>X</td><td></td><td></td><td></td><td>X</td><td>X</td><td>X</td><td></td><td>X</td><td>X</td><td>6</td></tr> <tr><td>STV INCORPORATED</td><td>X</td><td></td><td></td><td>X</td><td></td><td></td><td></td><td>X</td><td></td><td></td><td>X</td><td>4</td></tr> <tr><td>RMF ENGINEERING, INC.</td><td></td><td>X</td><td></td><td>X</td><td></td><td></td><td></td><td>X</td><td></td><td></td><td></td><td>3</td></tr> <tr><td>HESNOR ENGINEERING</td><td>X</td><td></td><td></td><td></td><td></td><td>X</td><td>X</td><td></td><td></td><td></td><td></td><td>3</td></tr> <tr><td>JACOBS CONSULTANTS, INC.</td><td></td><td>X</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>CANNON BOSTON</td><td></td><td></td><td>X</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>COM MASSACHUSETTS</td><td></td><td></td><td>X</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>ARUP</td><td></td><td></td><td>X</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> </tbody> </table>	ORDER	NAME	ROLE	ATTENDANCE/STATUS	1	JANICE M. L...	PUBLIC MEMBER		2	ILIAS L...	ENGINEER		3	DANIEL M. L...	ENGINEER		4	DAVID A. L...	ENGINEER		5	VIRGINIA L...	PUBLIC MEMBER		6	ALAN L...	ARCHITECT, VICE CHAIR		7	REBECCA F...	ENGINEER, CHAIRWOMAN		8	MARTHA L...	ARCHITECT		9	JESSICA T...	ARCHITECT		10	KENNETH V...	GEN. CONTR.		11	ELISE V. L...	ARCHITECT		APPLICANT NAME	1	2	3	4	5	6	7	8	9	10	11	TOTAL	B2Q ASSOCIATES	X	X	X	X		X	X	X		X	X	9	BVH INTEGRATED SERVICES, P.C.	X		X	X		X	X	X		X	X	8	CLOUGH HARBOR & ASSOCIATES	X	X	X	X		X	X	X				8	BR-A	X			X		X	X			X	X	6	SMITHGROUP		X				X	X	X		X	X	6	STV INCORPORATED	X			X				X			X	4	RMF ENGINEERING, INC.		X		X				X				3	HESNOR ENGINEERING	X					X	X					3	JACOBS CONSULTANTS, INC.		X										1	CANNON BOSTON			X									1	COM MASSACHUSETTS			X									1	ARUP			X									1
ORDER	NAME	ROLE	ATTENDANCE/STATUS																																																																																																																																																																																																																							
1	JANICE M. L...	PUBLIC MEMBER																																																																																																																																																																																																																								
2	ILIAS L...	ENGINEER																																																																																																																																																																																																																								
3	DANIEL M. L...	ENGINEER																																																																																																																																																																																																																								
4	DAVID A. L...	ENGINEER																																																																																																																																																																																																																								
5	VIRGINIA L...	PUBLIC MEMBER																																																																																																																																																																																																																								
6	ALAN L...	ARCHITECT, VICE CHAIR																																																																																																																																																																																																																								
7	REBECCA F...	ENGINEER, CHAIRWOMAN																																																																																																																																																																																																																								
8	MARTHA L...	ARCHITECT																																																																																																																																																																																																																								
9	JESSICA T...	ARCHITECT																																																																																																																																																																																																																								
10	KENNETH V...	GEN. CONTR.																																																																																																																																																																																																																								
11	ELISE V. L...	ARCHITECT																																																																																																																																																																																																																								
APPLICANT NAME	1	2	3	4	5	6	7	8	9	10	11	TOTAL																																																																																																																																																																																																														
B2Q ASSOCIATES	X	X	X	X		X	X	X		X	X	9																																																																																																																																																																																																														
BVH INTEGRATED SERVICES, P.C.	X		X	X		X	X	X		X	X	8																																																																																																																																																																																																														
CLOUGH HARBOR & ASSOCIATES	X	X	X	X		X	X	X				8																																																																																																																																																																																																														
BR-A	X			X		X	X			X	X	6																																																																																																																																																																																																														
SMITHGROUP		X				X	X	X		X	X	6																																																																																																																																																																																																														
STV INCORPORATED	X			X				X			X	4																																																																																																																																																																																																														
RMF ENGINEERING, INC.		X		X				X				3																																																																																																																																																																																																														
HESNOR ENGINEERING	X					X	X					3																																																																																																																																																																																																														
JACOBS CONSULTANTS, INC.		X										1																																																																																																																																																																																																														
CANNON BOSTON			X									1																																																																																																																																																																																																														
COM MASSACHUSETTS			X									1																																																																																																																																																																																																														
ARUP			X									1																																																																																																																																																																																																														

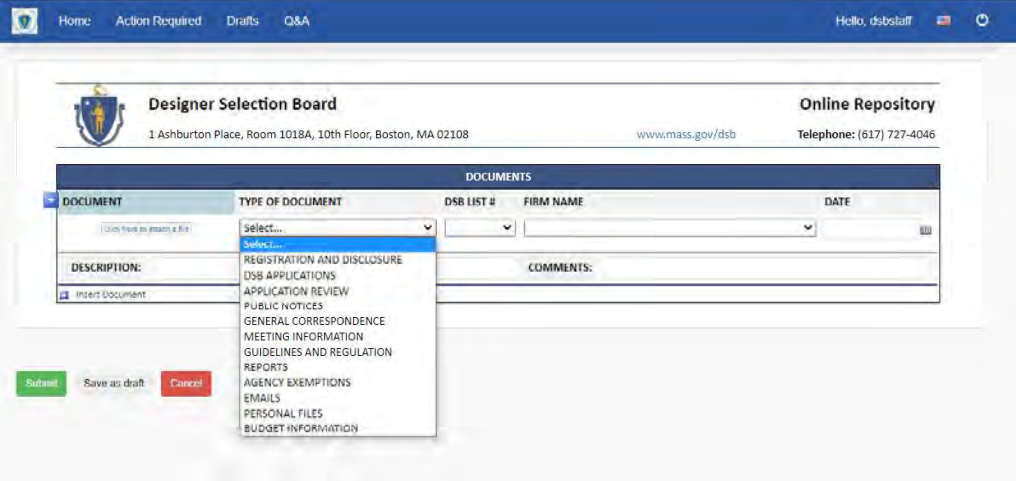


5) Evaluations of Work Completed

Description	Screenshots
<p>EVALUATIONS</p> <p>One big advantage of using a centralized database and system is the ability to see the evaluations.</p> <p>Massachusetts has the requirement that if Commonwealth money is used on a project, an evaluation from the agency must be submitted within 70 days. So, they are very serious about encouraging evaluations to be done. I'm sure Washington has similar requirements.</p> <p>Your selection committee members can sort by vendor, search the evaluations, and drill down in-depth.</p> <p>Massachusetts separates the evaluations by type.</p> <p>In addition to the Evaluations, your selection committee members can also view the references in the same manner.</p>	 <p>The first screenshot shows the 'Designer Selection Board' evaluation page. It includes a 'Performance Rating Scale' section with four categories: A. Management, B. Quality, C. Schedule, and D. Budget. Each category has a list of evaluation criteria. A 'Continue' button is circled in red at the bottom right.</p>  <p>The second screenshot shows the 'Evaluation Questionnaire' page. It displays a list of questions related to management, quality, schedule, and budget. A score of 4 is shown in a red box, with a comment: 'Score is calculated on an average of 4.'</p>  <p>The third screenshot shows the 'Evaluation' page with three buttons for project phases: 'Study', 'Design', and 'Construction'. The 'Study' button is circled in red.</p>

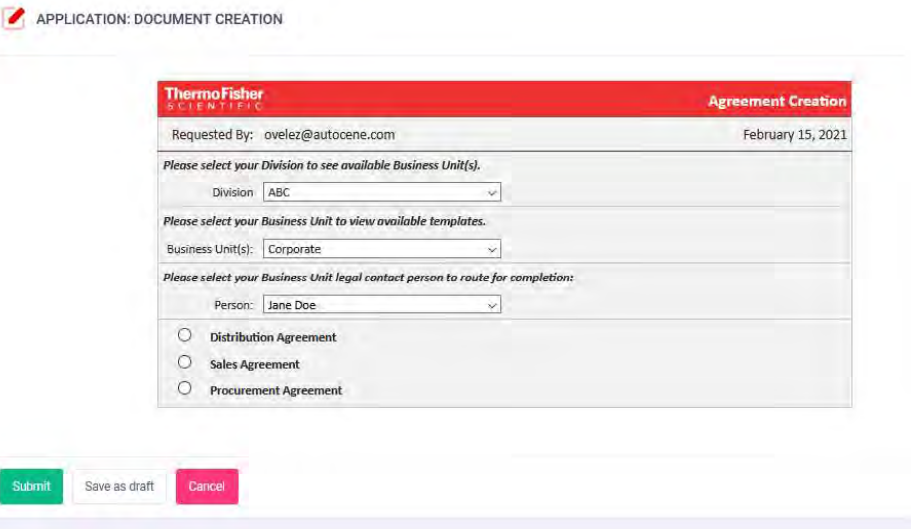
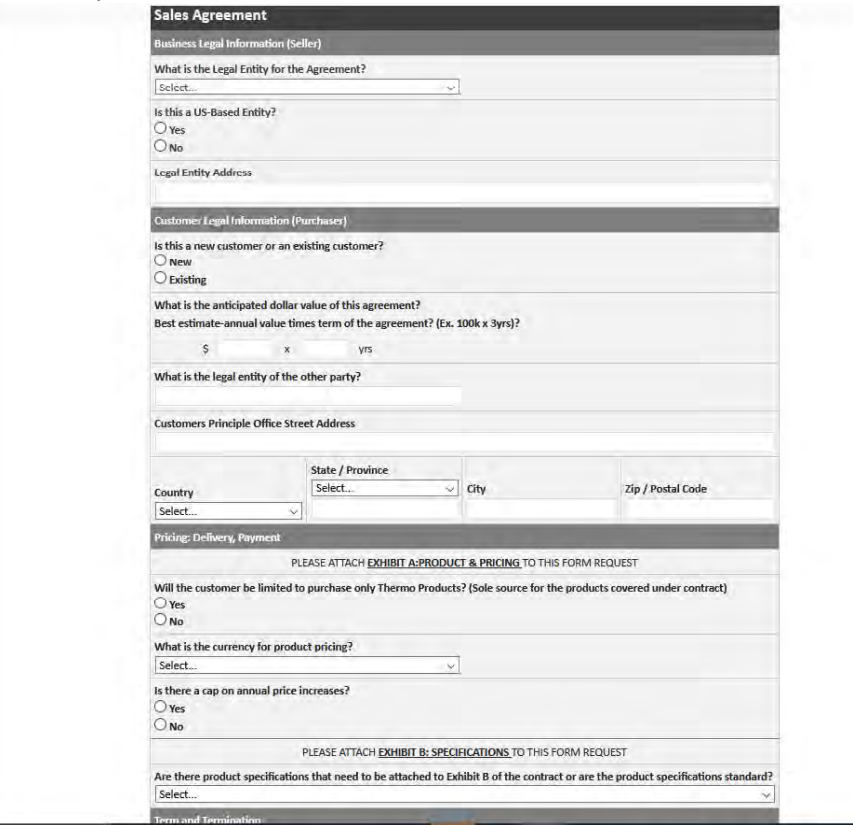
6) Informing Vendors of the Selection

Description	Screenshots
<p>LETTERS AND NOTIFICATIONS</p> <p>The Autocene system can automatically generate letter and email correspondence from your templated messages.</p> <p>The system can also generate Purchase Orders and Contracts from your templates as well.</p> <p>These two screenshots represent a rejection letter, and an email notification automatically generated by the system advising of an incomplete application.</p> <p>Notifications can be generated for both internal and external users at any step of the application process.</p>	 <p>The Commonwealth of Massachusetts Executive Office for Administration and Finance Designer Selection Board One Ashburton Place, Room 1004 Boston, Massachusetts 02108</p> <p>TEL: (617) 727-4046 FAX: (617) 727-0112</p> <p>CHARLES D. BAKER GOVERNOR KARYN E. POLITO LT. GOVERNOR</p> <p>BILL PERKINS, P.E. EXECUTIVE DIRECTOR CHARLES REDMON, FAIA CHAIRMAN</p> <p>2020-06-12</p> <p>Mass State Project #: 2019-ABC Project Name: CBD Testing Facility DSB List #: 19-99</p> <p>EMERSON CONSTRUCTIONS 200 22 Avenue NE New York, New York 10001</p> <p>To Whom it May Concern</p> <p>We wish to inform you that you were unsuccessful with your application for the above project.</p> <p>However, we hope you will not be discouraged and will continue to pursue state funded projects.</p> <p>Please be sure to use the latest forms when applying for State funded projects. It is the responsibility of the Prime applicant to ensure all of their sub-consultants also use the current application forms. Failure to do so will be grounds for the application to be rejected.</p> <p>If you have any further questions in relation to your application please call me at (617) 727-4046.</p> <p>Sincerely,</p> <p>Penelope Foussekis Designer Selection Board</p>  <p>Reply Reply All Forward</p> <p>noreply.dsb Vikram.Jalalpuram Wed 12-02</p> <p>Autocene // DSB - Application is due today : December 2nd 2:00 PM EST</p> <p>Action Items + Get more add-ins</p> <p>You are receiving this email because you have a saved draft in your account which is due to submit before its due: December 2nd, 2:00 PM EST i.e., today.</p> <p>Please make sure that you submit before the portal closes for submissions.</p> <p><u>Please ignore if you have already made your submissions.</u></p>

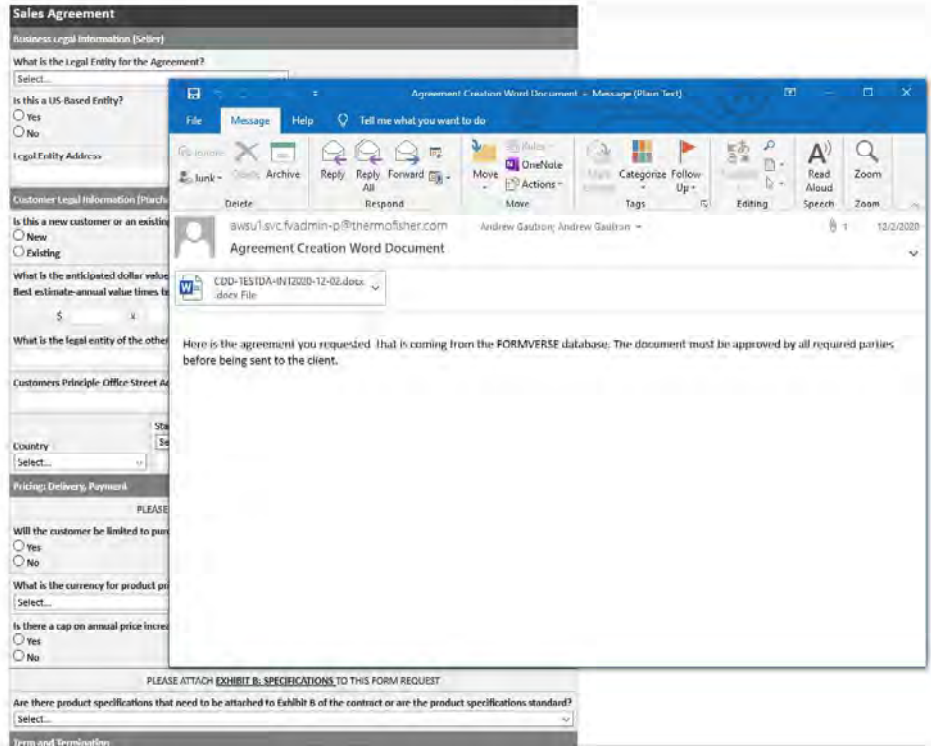
7) FOIA and Public Record Requests

Description	Screenshots
<p>REPOSITORY OF DOCUMENTS, POSTINGS, APPLICATIONS, CORRESPONDENCE, CONTRACTS, ETC.</p> <p>The Autocene system can be used as the central document repository for your historic information as well as well. Any kinds of documents, images, etc.</p> <p>Documents can be automatically saved to the database. Historic information and items created outside of the system can be uploaded manually. Massachusetts is uploading 6 years worth of certain types of documents to the system.</p> <p>After a request is approved, the documents can be automatically sent to the requestor along with a confirmation email message.</p> <p>Massachusetts will be making certain types of documents available for download without an approval process.</p>	 <p>The screenshot shows the 'Designer Selection Board' online repository. It features a navigation bar with 'Home', 'Action Required', 'Drafts', and 'Q&A'. The main content area is titled 'DOCUMENTS' and includes a table with columns for 'DOCUMENT', 'TYPE OF DOCUMENT', 'DSB LIST #', 'FIRM NAME', and 'DATE'. A dropdown menu is open under 'TYPE OF DOCUMENT', listing various categories such as 'REGISTRATION AND DISCLOSURE', 'DSB APPLICATIONS', 'APPLICATION REVIEW', 'PUBLIC NOTICES', 'GENERAL CORRESPONDENCE', 'MEETING INFORMATION', 'GUIDELINES AND REGULATION', 'REPORTS', 'AGENCY EXEMPTIONS', 'EMAILS', 'PERSONAL FILES', and 'BUDGET INFORMATION'. Buttons for 'Submit', 'Save as draft', and 'Cancel' are visible at the bottom of the form.</p>  <p>This screenshot displays a 'MASSACHUSETTS STATE REQUEST FOR PUBLIC RECORDS' form. It includes a header with the state seal and the title. The form text states: 'The Massachusetts Public Records Act allows anyone to request public records with no statement of purpose. There are no restrictions on the use of records. Below is the information needed for requesting public records in Massachusetts in compliance with the Public Records Act.' The form is divided into sections: 'Requestor Information' (with fields for Request Date, Name, Email, Name of Business, Street Address, City, State, and Zip) and 'Information Requested' (with a text area for describing the request). At the bottom, there are checkboxes for 'How would you like this information?' with options for Mail, Email (checked), Fax, and Pick up.</p>  <p>This screenshot shows a confirmation email titled 'MASSACHUSETTS STATE REQUEST FOR PUBLIC RECORDS - GRANTED'. The email is addressed to Vikram Jalapuram and states: 'Dear Vikram Jalapuram, As per your request, find the attached document(s). If you have any questions or concerns, please contact the DSB office: Claire Hester (claire.hester@mass.gov) or Roberto Melendez (roberto.melendez@mass.gov). Thank you, Designer Selection Board, Commonwealth of Massachusetts.' Below the email text, there is a table with two columns: 'DOCUMENT NAME' and 'ATTACHMENT'. The first row shows 'AEOLUS ARCHITECTURE AND DESIGN-CBD Testing Facility' and an attached file named 'AEOLUS ARCHITECTURE AND DESIGN-CBD Testin Adobe Acrobat Document 531 KB'.</p>

8) Contract Management

Description	Screenshots
<p>Autocene provides a full range of contract automation modules. These Autocene products are being used by both Fortune 500 companies and government agencies.</p> <p>Using your PSA Member’s templated contracts, (after the vendor is selected) Autocene can automatically insert information collected in the application & registration process into those contracts eliminating much of the work required in the Contract Initiation and Contract Authoring processes.</p>	<p>Below are screenshots of one customer’s contract creation process for sales agreements.</p> <p>The process begins with the salesperson identifying which type of contract, for which business unit the contract will be used for.</p>  <p>APPLICATION: DOCUMENT CREATION</p> <p>The salesperson submits information on the client.</p> 

The Autocene system then produces the contract by inputting/integrating the information submitted with the templated contract. Depending on the document type, it is either emailed directly to the salesperson to present to the client, or sent to management/legal for review.

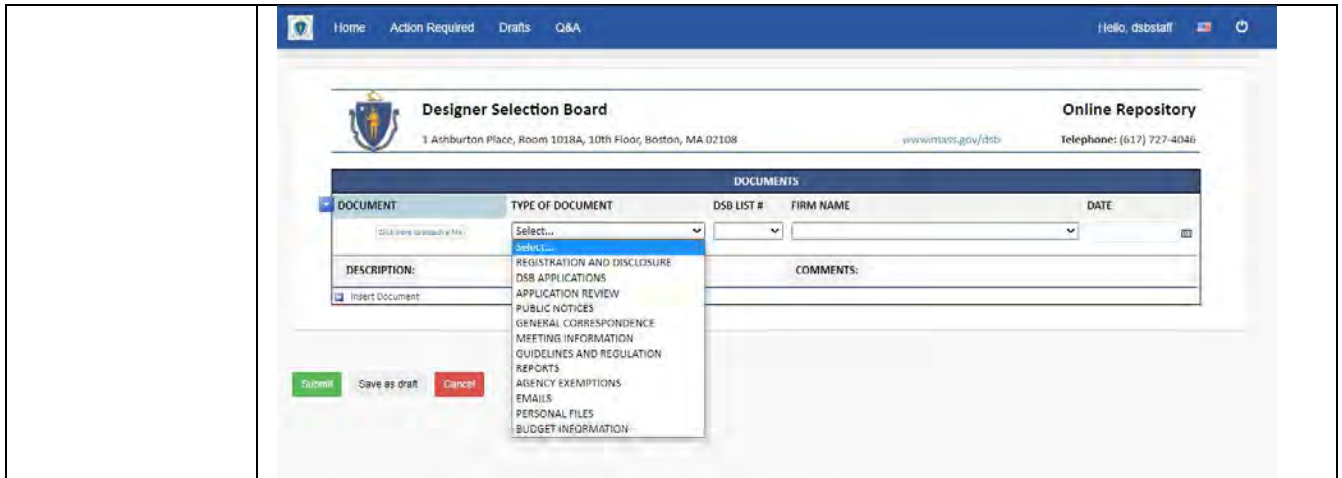


This automation of the contract process has reduced turnaround time from several weeks to minutes!

The negotiation workflow is also accomplished for customers using Autocene. All interactions and revisions are automatically captured in the Autocene database for reporting and audit purposes.

The same is true with contract approvals and signings. The approval process (however complex) is accomplished through the Autocene system, the same with signatures. The signatures can be done inside Autocene, or through the integrations we have with DocuSign and other esignature tools.

All contract documents are captured in the Autocene database along with any revisions made in the negotiation process. Contracts will be stored in the repository and retained based on PSA's policies. Those contracts can be searched and produced at any time by PSA staff with proper credentials. We will also provide the mechanism to input your historical contracts into the document repository as well.

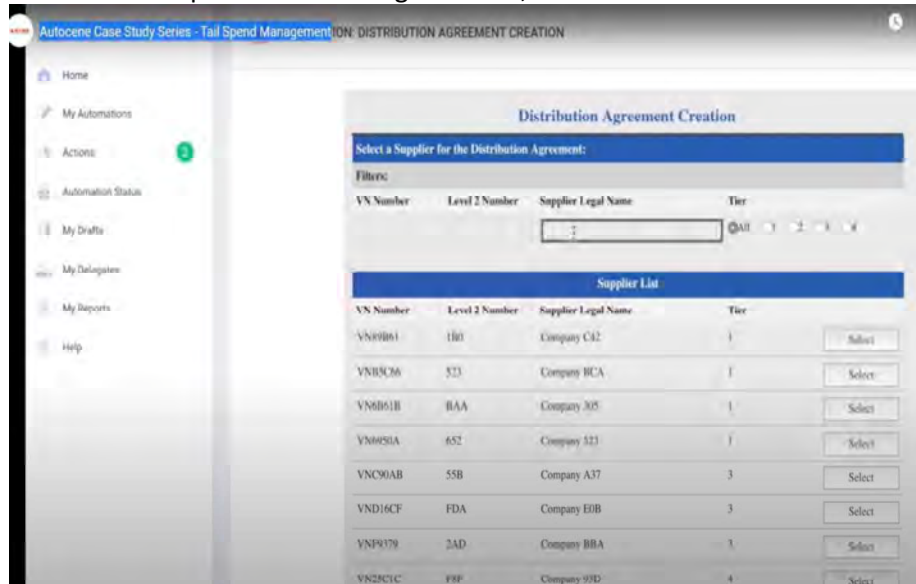


See the case study of how one of our customers has chosen to automate the contract creation, negotiation and approval processes with Autocene.

https://autocene.com/business_use_case-fortune_125_biotechnology_product_development_company-legal_document_automation.pdf

In addition, Autocene provides the ability to quickly automate the updating of contracts as well. Some customers need to do revisions annually with thousands of vendors. They've chosen to automate that process using Autocene. See the screenshots below and the video case study: <https://youtu.be/CFCR8yrHBak>

Terms can be updated with a single vendor, or thousands of vendors at one time.



Distribution Agreement Creation

Supplier for the Distribution Agreement: Select a Different Supplier

VN Number	Level 2 Number	Supplier Legal Name	Supplier E-mail
VN89B61	1B0	Amalgamated Paperclip	ddoyle@autocene.com

Headquarters Address **Headquarters Phone** **Website**

Street Address, City, State, Zip/Postal Code *country code* *area code and local number* *Website Address of Supplier*

123 4 Ave NW Calgary, AB 1Q2 W3E + 1 4031234567 www.test.com

Assign the Portfolio Manager that will be drafting the Distribution Agreement:

Portfolio Manager Name	Email
Doug Doyle	ddoyle@autocene.com

Initiated by:

Name	E-mail	Date
Doug Doyle	ddoyle@autocene.com	2020-07-09

Any section of the contracts can be updated as needed, with the updated contracts being automatically sent to the vendor. Any required negotiation is handled through the system as well.

gement Tier 1 Tier 4 Below Tier 4

1. Supplier Information

A. Supplier Legal Name: Amalgamated Paperclip

B. Headquarters Address: *Street Address, City, State, ZIP/Postal Code*
123 4 Ave NW Calgary, AB 1Q2 W3E

C. Headquarters Phone: *country code* *area code and local number*
+ 1 4031234567

D. Website: www.test.com

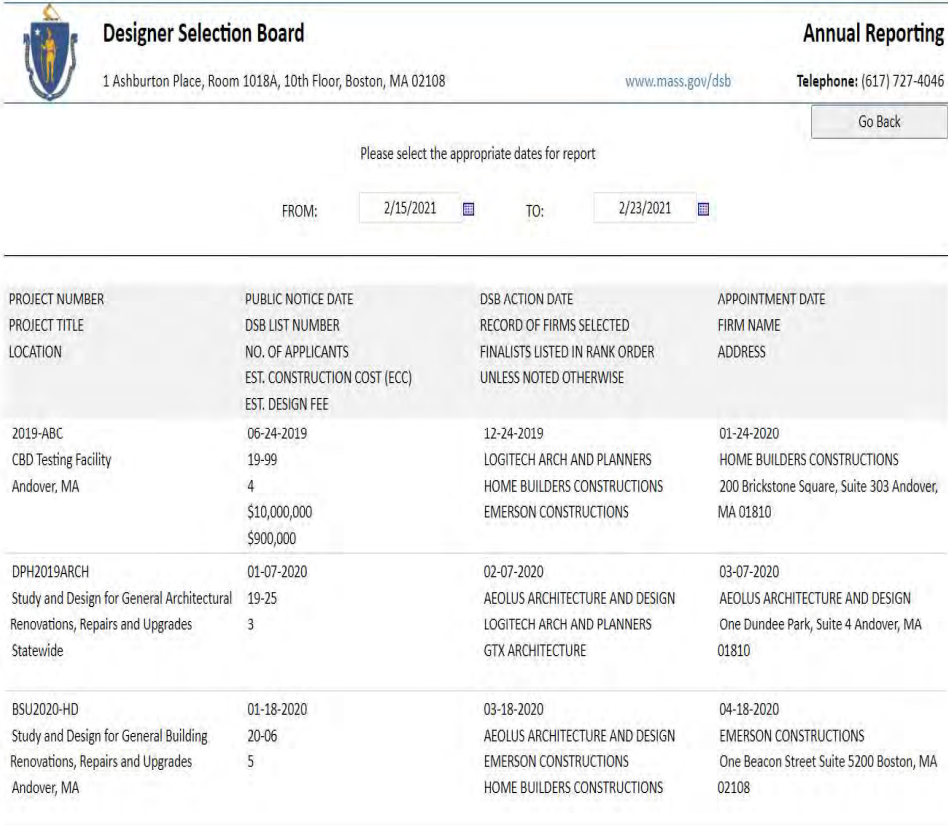
E. Supplier Number(s) as assigned by Company VN89B61
ABC:

This Agreement supersedes any other agreement between the parties with respect to the purchase of goods and services as described herein.

- 2. Scope +
- 3. Products +
- 4. Pricing +
- 5. Order Placement, Fulfillment and Delivery +
- 6. Commercial Support +
- 7. Term +
- 8. Miscellaneous +

Attachment A - Procurement Terms and Conditions CC ⚙

9) Auditing and Reporting

Description	Screenshots																																																												
	<p>Autocene provides a complete audit trail for every contract.</p> <ul style="list-style-type: none"> All information captured in the contracting process is captured in the Autocene database and is available for reporting and audit at any time 24x7. All metadata collected during the process (timestamps, staff interactions, etc.) is also captured in the database and available for reporting & audit at any time 24x7. All contracts and all of their revisions are automatically captured in the Autocene database and available for reporting and audit at any time 24x7. <p>Structured reports that are configured to PSA Member specifications will be provided as part of proposal/system. Those reports will be available to any staff member with proper authorization/credentials. In addition, those staff members can run ad hoc searches based on any of the information/criteria captured in the process. See one example below:</p> <div style="border: 1px solid #ccc; padding: 10px; margin: 10px 0;">  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>PROJECT NUMBER</th> <th>PROJECT TITLE</th> <th>LOCATION</th> <th>PUBLIC NOTICE DATE</th> <th>DSB LIST NUMBER</th> <th>NO. OF APPLICANTS</th> <th>EST. CONSTRUCTION COST (ECC)</th> <th>EST. DESIGN FEE</th> <th>DSB ACTION DATE</th> <th>RECORD OF FIRMS SELECTED</th> <th>FINALISTS LISTED IN RANK ORDER</th> <th>UNLESS NOTED OTHERWISE</th> <th>APPOINTMENT DATE</th> <th>FIRM NAME</th> <th>ADDRESS</th> </tr> </thead> <tbody> <tr> <td>2019-ABC</td> <td>CBD Testing Facility</td> <td>Andover, MA</td> <td>06-24-2019</td> <td>19-99</td> <td>4</td> <td>\$10,000,000</td> <td>\$900,000</td> <td>12-24-2019</td> <td>LOGITECH ARCH AND PLANNERS</td> <td>HOME BUILDERS CONSTRUCTIONS</td> <td>EMERSON CONSTRUCTIONS</td> <td>01-24-2020</td> <td>HOME BUILDERS CONSTRUCTIONS</td> <td>200 Brickstone Square, Suite 303 Andover, MA 01810</td> </tr> <tr> <td>DPH2019ARCH</td> <td>Study and Design for General Architectural Renovations, Repairs and Upgrades</td> <td>Statewide</td> <td>01-07-2020</td> <td>19-25</td> <td>3</td> <td></td> <td></td> <td>02-07-2020</td> <td>AEOLUS ARCHITECTURE AND DESIGN</td> <td>LOGITECH ARCH AND PLANNERS</td> <td>GTX ARCHITECTURE</td> <td>03-07-2020</td> <td>AEOLUS ARCHITECTURE AND DESIGN</td> <td>One Dundee Park, Suite 4 Andover, MA 01810</td> </tr> <tr> <td>BSU2020-HD</td> <td>Study and Design for General Building Renovations, Repairs and Upgrades</td> <td>Andover, MA</td> <td>01-18-2020</td> <td>20-06</td> <td>5</td> <td></td> <td></td> <td>03-18-2020</td> <td>AEOLUS ARCHITECTURE AND DESIGN</td> <td>EMERSON CONSTRUCTIONS</td> <td>HOME BUILDERS CONSTRUCTIONS</td> <td>04-18-2020</td> <td>EMERSON CONSTRUCTIONS</td> <td>One Beacon Street Suite 5200 Boston, MA 02108</td> </tr> </tbody> </table> </div> <p>With the Massachusetts Dept of Housing and Community Development, we have integrated with their legacy on-premise building management solution to be able to report on contract performance that is in addition to the data collected in Autocene.</p> <p>Reporting can take many forms and will be configured to you Member's requirements. Here are a few different examples from other customers.</p>	PROJECT NUMBER	PROJECT TITLE	LOCATION	PUBLIC NOTICE DATE	DSB LIST NUMBER	NO. OF APPLICANTS	EST. CONSTRUCTION COST (ECC)	EST. DESIGN FEE	DSB ACTION DATE	RECORD OF FIRMS SELECTED	FINALISTS LISTED IN RANK ORDER	UNLESS NOTED OTHERWISE	APPOINTMENT DATE	FIRM NAME	ADDRESS	2019-ABC	CBD Testing Facility	Andover, MA	06-24-2019	19-99	4	\$10,000,000	\$900,000	12-24-2019	LOGITECH ARCH AND PLANNERS	HOME BUILDERS CONSTRUCTIONS	EMERSON CONSTRUCTIONS	01-24-2020	HOME BUILDERS CONSTRUCTIONS	200 Brickstone Square, Suite 303 Andover, MA 01810	DPH2019ARCH	Study and Design for General Architectural Renovations, Repairs and Upgrades	Statewide	01-07-2020	19-25	3			02-07-2020	AEOLUS ARCHITECTURE AND DESIGN	LOGITECH ARCH AND PLANNERS	GTX ARCHITECTURE	03-07-2020	AEOLUS ARCHITECTURE AND DESIGN	One Dundee Park, Suite 4 Andover, MA 01810	BSU2020-HD	Study and Design for General Building Renovations, Repairs and Upgrades	Andover, MA	01-18-2020	20-06	5			03-18-2020	AEOLUS ARCHITECTURE AND DESIGN	EMERSON CONSTRUCTIONS	HOME BUILDERS CONSTRUCTIONS	04-18-2020	EMERSON CONSTRUCTIONS	One Beacon Street Suite 5200 Boston, MA 02108
PROJECT NUMBER	PROJECT TITLE	LOCATION	PUBLIC NOTICE DATE	DSB LIST NUMBER	NO. OF APPLICANTS	EST. CONSTRUCTION COST (ECC)	EST. DESIGN FEE	DSB ACTION DATE	RECORD OF FIRMS SELECTED	FINALISTS LISTED IN RANK ORDER	UNLESS NOTED OTHERWISE	APPOINTMENT DATE	FIRM NAME	ADDRESS																																															
2019-ABC	CBD Testing Facility	Andover, MA	06-24-2019	19-99	4	\$10,000,000	\$900,000	12-24-2019	LOGITECH ARCH AND PLANNERS	HOME BUILDERS CONSTRUCTIONS	EMERSON CONSTRUCTIONS	01-24-2020	HOME BUILDERS CONSTRUCTIONS	200 Brickstone Square, Suite 303 Andover, MA 01810																																															
DPH2019ARCH	Study and Design for General Architectural Renovations, Repairs and Upgrades	Statewide	01-07-2020	19-25	3			02-07-2020	AEOLUS ARCHITECTURE AND DESIGN	LOGITECH ARCH AND PLANNERS	GTX ARCHITECTURE	03-07-2020	AEOLUS ARCHITECTURE AND DESIGN	One Dundee Park, Suite 4 Andover, MA 01810																																															
BSU2020-HD	Study and Design for General Building Renovations, Repairs and Upgrades	Andover, MA	01-18-2020	20-06	5			03-18-2020	AEOLUS ARCHITECTURE AND DESIGN	EMERSON CONSTRUCTIONS	HOME BUILDERS CONSTRUCTIONS	04-18-2020	EMERSON CONSTRUCTIONS	One Beacon Street Suite 5200 Boston, MA 02108																																															

Action Item Tracking

OVERDUE				
Tracking ID	Title	Owner	Due Date	Status
MISC-000003	test misc	odezaacfv@gmail.com	3/18/2021	Not Started <input type="button" value="View"/>

DUE IN 30 DAYS				
Tracking ID	Title	Owner	Due Date	Status
WWDC-000007	Start WWDC Meta Data Quarterly Update forTest	odezaacfv@gmail.com	3/25/2021	In Work <input type="button" value="View"/>
WWDC-000008	Start WWDC Meta Data Quarterly Update forTest	odezaacfv@gmail.com	3/25/2021	In Work <input type="button" value="View"/>

COUNT OF ITEMS WITH UPCOMING DUE DATES	
Number of Items due in 60 days	0
Number of Items due in 90 days	0
Number of Items due in 120 days	0
Number of Items due in 180 days	0

Cartagena

2021-01-12

Status: Open

Audit Overview							
Site Name		Site Code		Affiliate		Audit Start Date	
Cartagena		CARTAGENA		Molinos		2021-01-12	
Question Count				Defect Count			
Unanswered	Answered	Total	0	1	2	3	
148	3	151	0	0	2	1	

Show Entries Page 7 of 16

Audit Findings		
Category	Subcategory	Criteria
Sanitation and Food Safety	Facility Cleaning	61. Floors are free of numerous sacks of choke stock, sweepings, random trash, and disorder
Score		Comments
<input type="button" value="0"/> <input type="button" value="1"/> <input type="button" value="2"/> <input checked="" type="button" value="3"/>		Floors are not clean
<input type="button" value="History"/> <input type="button" value="Procedures"/> <input type="button" value="Attachments"/> <input type="button" value="Edit"/>		
Category	Subcategory	Criteria
Sanitation and Food Safety	Facility Cleaning	62. Rubbish is kept in properly labeled bins, is well contained, is emptied frequently, and does not harbor pests
Score		Comments
<input type="button" value="0"/> <input type="button" value="1"/> <input checked="" type="button" value="2"/> <input type="button" value="3"/>		Some bins are not labeled
<input type="button" value="History"/> <input type="button" value="Procedures"/> <input type="button" value="Attachments"/> <input type="button" value="Edit"/>		

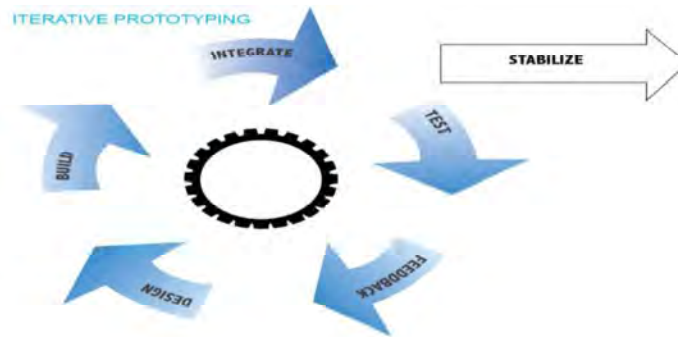
10) Security

Description	Screenshots
	<p>Autocene Platform Applications and Workflows fully support role-based processing and permission inheritance. User roles can be either inherited from underlying AD/LDAP or HRIS system or defined directly in the Autocene Administrative Module.</p> <p>Depending on the user role, Autocene Application can restrict access and visibility to the Application data records which include specific fields, rows etc., as well as to the specific steps/stages of the predefined Application Workflow.</p> <p>For example, specific designated users may be performing data collection including sensitive data, while downstream of the predefined workflow, different users may be restricted from accessing, seeing or reporting on the part of the records which contain sensitive data based on their role or predefined access level.</p> <p>From the perspective of the Vendor/Firm/ and Users, Autocene data can be compartmentalized in a similar fashion as in multi-tenant environments where one tenant is entirely separated from other tenant data.</p> <p>This is usually done on the Application level during Application solutioning stage. If desired, Autocene in multi-department environment can separate data available between departments using Multi-tenancy configuration. In such case each department will contain its own separate maintained by Autocene Platform database.</p> <p>The interaction between departments will be supported with help of the Passport integration Module.</p> <p>The Autocene System is under continuous watch of the various monitoring environments. The penetration testing is done on scheduled basis at least twice a year. Vulnerability testing is part of the backward compatibility testing and is performed at the time of every environment deployment. Antivirus, anti-spam systems are in place and on continuous monitoring.</p> <p>Every Data transfer is done over secured SSL/TLS most recent protocols including between internal modules. Additionally, Data in transfer over the web API is done with specific security identification token which is time limited. This prevents unauthorized access to the Autocene Platform Application API calls.</p> <p>Application Data at rest is in binary format and is scrambled. On request data at rest can be also encrypted. It is worth to notice that encryption of the data may affect the performance of the load balancing and redundancy protocols. This is usually subject for solution design in a relationship to the environment and performance requirements.</p> <p>As we described in Section III – Access Control and Security: Autocene Platform can limit access to the encrypted restricted and confidential data if required, based on the Application definition, inherited or predefined User Roles and associated access rights.</p>

Autocene Method of Approach

We have developed a delivery approach that has the end users' experience top-of-mind, whether it relates to their experience during the implementation or their experience when using the tool. Therefore, we developed a holistic approach that not only focuses on the end state technical solution, but one that also has a strong emphasis on Project Management and Change Management. We believe that the journey to the future state is just as important as the future state itself.

We understand that these types of projects will change the way departments operate across the organization. We also understand that each department is currently at a different level of maturity in the way they apply processes, transfer data, report on performance, or utilize various tools and technology. As such, our proposed approach takes into account the varying levels of maturity as we implement the solution by leveraging the iterative prototyping methodology. To maximize user adoption, prototypes will first be rolled out to those departments that are more mature from a readiness perspective.



22

Implementing a system like this is the perfect opportunity for your Member organizations to revisit their business processes and workflows. Our experienced team has gone through this process with dozens of organizations similar to theirs. Our team will work with your Members to “re-think” or “re-engineer” workflows and use the Autocene system automate them.

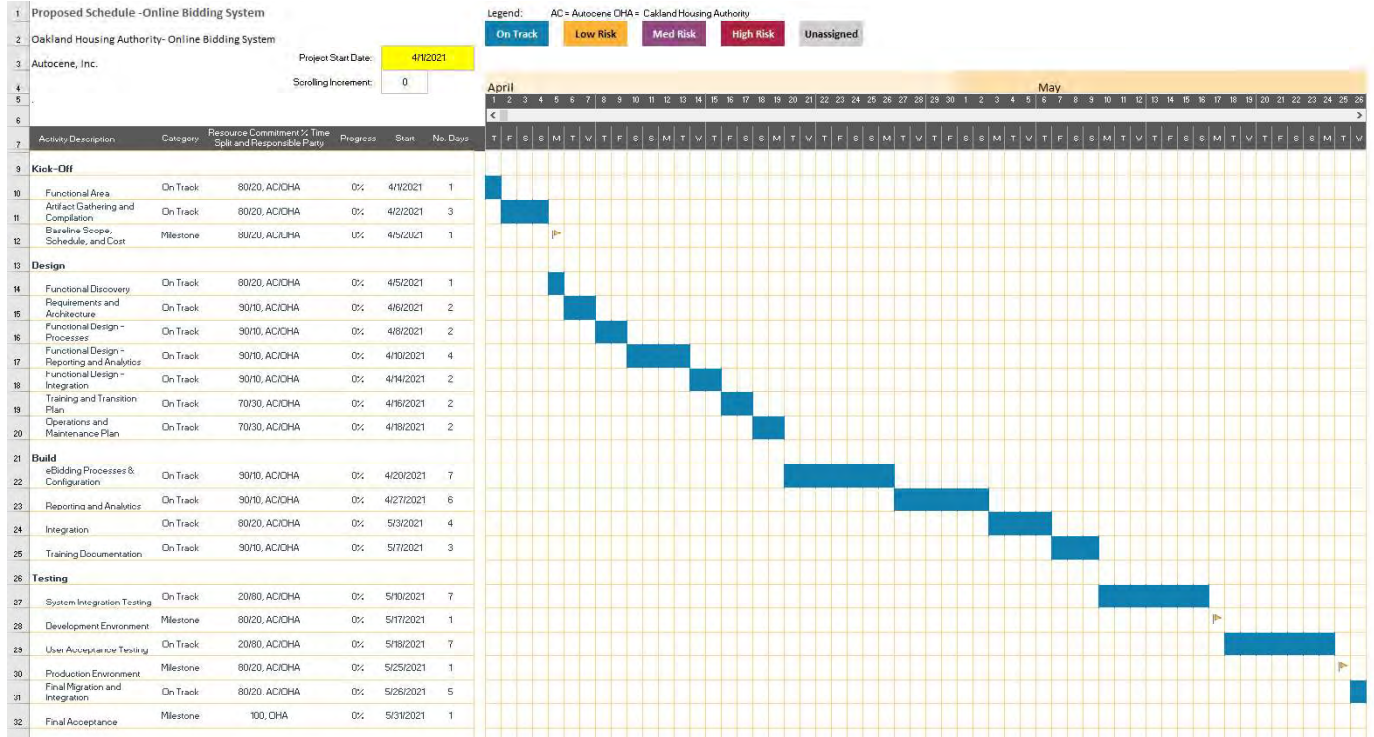
We feel that this is a great way for knowledge transfer and the sharing of best practices that we’ve found over the years of experience our team has in this field.

Leveraging our experience of implementing compliance & procurement systems, we are recommending a holistic approach is adopted to implement all of the Phases. The benefits of adopting this holistic approach include:

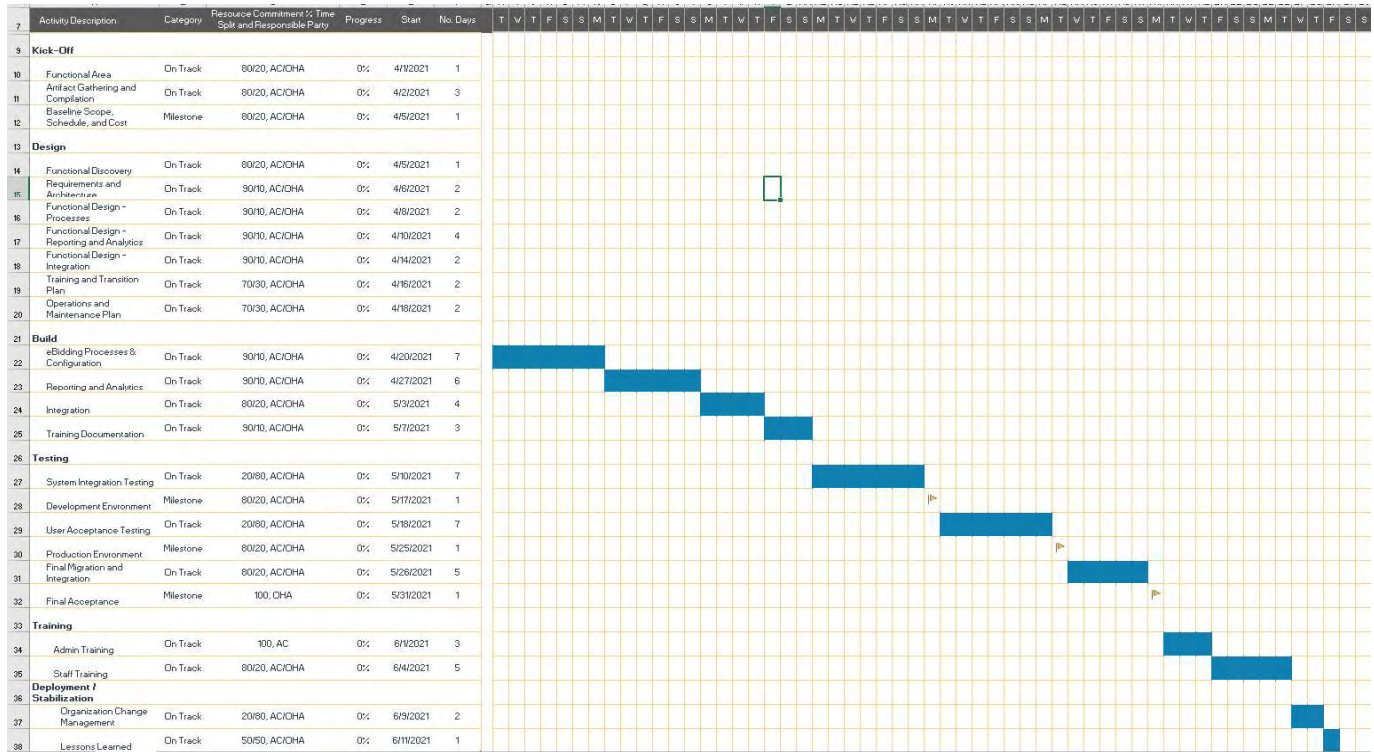
- An accelerated mobilization and plan/analyze stage
- Faster deployment of first prototype
- A more streamlined user experience
- Reduced number of change events impacting the organization
- Lower overall costs compared to treating each Phase separately

Proposed Project Plan

Below is a sample of the steps Autocene takes, and how we approach an implementation . Please note: Because we already have the system in operation with the Massachusetts Designer Selection Board and Department of Housing and Community Development, the work will be simply configuring the system to the PSA Member’s requirements. You can see below that we estimate to have the system up and running for your Members in 60 days.



23



Section 3 – IT Requirements

Autocene can be implemented in multiple ways:

- 1) Hosted in our secure Autocene environment on Amazon Web Services
 - a) Autocene has both our SOC 2 and ISO 27001 certifications
- 2) Hosted on the PSA Member's preferred cloud provider
 - a) i.e., AWS, Azure, etc.
- 3) Installed on-premise at the Member's datacenter
 - a) For those larger organizations that prefer an on-premise solution
- 4) A combination of the options above

When hosted in our Autocene environment, there is basically no IT requirements for your Members except for the ability to use a browser to access the Autocene system. Please see the attached high-level diagrams of our implementation on AWS.

For those PSA Members who prefer to install Autocene on-premise, or on their own cloud, we are happy to provide the technical requirements.

Integration with Other Systems

Data exchange for the purpose of integration with third party applications is facilitated through Autocene Integration Module called Passport. The underlying data structures and instances are defined used XML standard. There are no limitations on the format of the data exchange as the environment supports conversions between XML and JSON, CSV, ASCII etc. Various modes of operations and protocols including FTP/SFTP/FTPS are supported by the specialized Passport Adapters.

Autocene Platform is built around underlying set of the Web Services in technology supporting SOAP, REST, and WCF. Additionally, Autocene Integration Module called Passport come with number of the Adapters/Connectors which enable different set of the Data/Information transfer protocols from EDI, SFTP/FTPs to XML, Json etc., Passport also enables Customer with ability to create their own Adapters/Connectors by exposing specialized API supporting Events, Inputs, Actions and Outputs.

To enhance Passport capabilities some adapters are solely dedicated to consuming specialized API's and WebServices in fully bi-directional mode if supported by API. For example: stacking Oracle and SmartSheet Adapters will enable Autocene based application to transfer data bidirectionally between specialized Oracle Database and/or Smartsheet and vice versa.

Passport also enables capability to inter-communication with middleware-based environment from ESB based solutions to SAP NetWeaver, messaging systems like MQ etc. We are actively working on enhancing Passport capability around inter-operability, successfully turning it into event-based Integration facility.

Please see the Autocene Passport overview document attached to our proposal.

Legacy Load

- Autocene will provide the resources necessary to upload your existing contracts into the system. We will automate the process using our Passport integration toolset. We'll work with your team to identify the metadata desired to facilitate the searching of those documents. We will also provide an application for PSA staff to upload other documents into the repository.

Graphical Approval Workflows

- Autocene provides graphical workflow creation through our Autocene Template Editor. Your staff will be trained to use that tool to edit workflows and create additional workflows.

Integration with Tableau

- Autocene provides integration with varying Business Intelligence tools like Tableau and Microsoft Power BI.



SaaS with Integration to SQL Server

- Autocene will provide this application as a SaaS solution hosted in our environment on Amazon Web Services (AWS). This is the same environment that hosts applications for the Commonwealth of Massachusetts, the City of San Jose, The Superior Court of California, New York City and Washington State.
- Autocene is built on the Microsoft stack of development tools and uses Microsoft SQL Server as the basis of our Autocene database. So, Integration with SQL Server is a standard part of every Autocene implementation.

Section 4 – Technical Support

25

Included with the Autocene proposal for your PSA Members is our Enterprise Premier Support program. Please see the attached overview of that support program. We will be supporting both PSA Member staff, and their vendors. We supply the same type of support to the Massachusetts Dept of Housing & Community Development (DHCD), Designer Selection Board (DSB) and New York City. Here is a summary of the support included:

	FEATURES	INCLUDED
GUIDANCE	Technical Customer Success Team Dedicated resource and first point of contact for any technical questions or support issues	✓
	Autocene Support Center Self-service resources to find answers, access the Support Community or submit a case	✓
SUPPORT	System Availability Monitoring 24/7 access to real-time system status and notifications	✓
	Online Case Management Submit cases and view the status online	✓
	Target Initial Response Time A 2-hour response time for new cases submitted by Enterprise Premier customers	2 hours
	Global Emergency Support A 30-minute response time for Severity 1 technical incidents	30 min.
	Proactive Monitoring Ongoing tracking and review of cases opened to identify trends, possible issues, or opportunities for improved use of Autocene	✓
	Customer Success Team Access 24/7 email support for your important Autocene applications	✓
	Live Phone Support Ability to speak to our Customer Success Team 24/7 to address technical questions and account support	✓
	Escalated Support Direct access to a senior technical resource as part of our standard escalation process	✓
	Third-Party Software Support Support for Autocene integrations or pre-built connectors such as Salesforce, Oracle or Microsoft	✓
	Personalized Administration Course Master the features & functionality to manage your Autocene apps	✓

Training

There are several components of the training program that Autocene will be providing to PSA Members. We find that using a multi-media approach works best, so that their users can learn in a way that works for them.

PSA Training Components

- a) Web-based training of PSA Member staff
- b) Web-based training sessions for external users/vendors provided in conjunction with Member staff
- c) Creation of written step-by-step documentation to be used as a reference guide for PSA Member staff
- d) Creation of written step-by-step documentation to be used as a reference guide for external users/vendors
- e) Creation of system overview videos for external users/vendors

Note: The Autocene Enterprise Premier Support package will provide telephone application support for your PSA Member's Staff and external users if required.

We've found that these eProcurement and Contract Management Solutions applications from Autocene are straight forward and easy-to-use. We find that some vendors may have a phone call with one of our Customer Success team upon their initial registration, but the vendors quickly understand and can complete the registration & application process without any problem.

We will also train your PSA Member administrators to be able to make edits/changes to the system (i.e. input form content). After training, your administrators will be able to create additional/other workflow applications as well.

Section 5 – Cost Proposal

This system is already built. Implementation will consist of configuring the system to Purchasing Solutions Alliance requirements, not the building of an application. Therefore, you will see that the implementation costs are low. Also, please note that we will commit to holding pricing at the initial rate for a period of three years. The calculations show a 10% fee for PSA.

<u>COST ITEM</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
Autocene eProcurement/eBidding system with Vendor Registration & Management (Annual Subscription)	\$41,940	\$41,940	\$41,940	\$44,037
Autocene Contract Creation and Management system (Annual Subscription)	\$23,940	\$23,940	\$23,940	\$25,137
Implementation (Initial setup and configuration to Member's specific requirements)	\$2,500			
Training (Includes Member's staff, Prime contractors and Sub contractors- see our approach to training in Section 2. above)	Included	Included	Included	Included
Autocene Enterprise Premier Support (See attached overview at the end of this proposal for details)	\$5,940	\$5,940	\$5,940	\$5,940
TOTAL	\$74,320	\$71,820	\$71,820	\$75,114
Value to PSA*	\$7,432	\$7,182	\$7,182	\$7,511

*Note: PSA percentage of 10%

Section 6 – Vendor Qualifications

<u>Headquarters Location</u>	Pleasanton, California
<u>URL of Company Web Site</u>	Autocene.com
<u>Contact Name</u>	Kirk Deininger
<u>Contact Title</u>	Chief Revenue Officer
<u>Contact Email Address</u>	kdeininger@autocene.com
<u>Contact Phone Number</u>	925.264.0045 ext. 200
<u>Number of Years of experience in this service offering</u>	14 years
<u>Primary Type of Service(s) Provided</u>	Providing Autocene Enterprise Automation Platform and Implementation Services

Established in 2006, Autocene is a North American software company based in Pleasanton, CA with offices in Calgary, AB. Autocene has been developing business automation technology and providing services since its inception. Autocene combines the ease of no-code application development with the power of Intelligent Automation to provide a configurable platform for creating high impact applications to solve problems of any scale.

Autocene has created an enterprise-class system where users interact with easy-to-use highly functional applications via a browser-based web interface. Applications can be configured to enable those outside the network (such as your residents) to interact with processes & applications in very sophisticated ways. Autocene applications also allow notices and reminders for your staff & process participants.

Regardless of the interface used, all data, metadata, and attachments are securely stored within the Autocene database (MICROSOFT SQL SERVER) which then may be made available for custom reporting to authorized users. Once the data is stored in the SQL Server database, through the use of Autocene Passport, that data can be further integrated into a wide variety of other enterprise applications and databases. Autocene Passport is the tool that we'll be using to migrate data from your existing data management system, and integrate information with your other applications.

You will see examples of our experience and qualifications in this response that describes the product and eProcurement and Contract Management Solutions modules. In addition to the government customers listed on our introductory letter, Autocene corporate customers include:

- FedEx
- Texas Instruments
- Terex
- Emerson
- Vertiv
- Thermo Fischer Scientific
- Tupperware
- Rain Bird

Here are a few of the qualifications and reasons why Autocene is the right choice for implementing this system for PSA Members:

- 1) Autocene has done it before.
 - a) We have the same system being used in multiple departments of The Commonwealth of Massachusetts, and Fortune 150 customers.
- 2) The Massachusetts Designer Selection Board has seen an increase of over 33% in the number of applications from MBEs and WBEs because the process is so much easier.
- 3) We have been asked to present this same system to the CIO of the National Association of State Procurement Officials, with comments that no one else is offering a complete solution like this.
- 4) We have also been asked to present the solution to a meeting of the National Association of State Facilities Administrators (NASFA) at their conference this past winter.
- 5) We have had multiple articles published about the system used in Massachusetts:
 - a) <https://www.acecma.org/about/news/the-dsb-s-new-application-process-an-interview-with-executive-director-bill-perkins-3464>
 - b) <https://www.aiama.org/latest-news>
- 6) We have had multiple requests for presentations of the system and will be presenting it later this month to The Society for Marketing Professional Services (SMPS)
 - a) <https://smpsboston.org/event/dsb>
- 7) We are in discussions to implement the same system with the State of Tennessee, and Los Angeles County.
- 8) We're in discussions with the State of Connecticut on providing a similar system for contractor certifications.

Please see the brief overviews of other projects on the following pages.

The Massachusetts Division of Capital Asset Management & Maintenance – Designer Selection Portal

The Commonwealth of Massachusetts DCAMM is responsible for capital planning, public building construction, facilities management, and real estate services for the Commonwealth. DCAMM and subagency The Designer Selection Board works with other state agencies to create and manage forward-thinking, sustainable buildings to meet the needs of the citizens they serve and helping fellow agencies meet their strategic needs with fiscally responsible building and real estate solutions.

Autocene helped DCAMM/DSB create & implement a statewide database to provide a searchable directory of minority, woman, and veteran owned architecture firms. “Autocene makes applying for state projects and partnering with more diverse firms a cohesive process”. Firms are able to search the Autocene Database for projects, select sub-consultants and put teams together, respond to evaluations, and apply to projects. The resultant statewide database of designers and sub-consultants is used by public agencies and municipalities to enter their evaluations, for any public project in Massachusetts.

enrolling users into the Statewide Registry.



Autocene gives DCAMM the ability to sort on criteria collected during the registration process, the ability to “drill down” into that information, and the ability to create reports on any data or metadata collected.



Autocene provides the ability to upload documents as part of the process, search and then download those documents.



Autocene provides different automatically generated notices and letters. Similar functionality could be used to notify OTPs of duplicate patient requests and other activity.



Autocene gives DCAMM/DSB various ways of collecting information and a simple interface for

PROJECT NUMBER	PUBLIC NOTICE DATE	END ACTION DATE	APPROVED BY
051320-001	05-14-2020	05-14-2020	051320-001
051320-002	05-14-2020	05-14-2020	051320-002
051320-003	05-14-2020	05-14-2020	051320-003
051320-004	05-14-2020	05-14-2020	051320-004
051320-005	05-14-2020	05-14-2020	051320-005
051320-006	05-14-2020	05-14-2020	051320-006
051320-007	05-14-2020	05-14-2020	051320-007
051320-008	05-14-2020	05-14-2020	051320-008
051320-009	05-14-2020	05-14-2020	051320-009
051320-010	05-14-2020	05-14-2020	051320-010

Autocene also provides DCAMM/DSB with configurable and detailed reporting for audit and compliance purposes.

Case Study: <https://autocenc.com/wp-content/uploads/2020/06/Autocenc-Case-Study-Massachusetts-Designer-Selection-051320-compressed.pdf>



DIVISION OF
CAPITAL ASSET
MANAGEMENT &
MAINTENANCE

The Massachusetts Department of Housing and Community Development – Designer Selection Committee Portal

The Department of Housing and Community Development, through its community and business partners, provides affordable housing options, financial assistance, and other support to Massachusetts communities. We oversee different types of assistance and funding for consumers, businesses, and non-profit partners.

After seeing the success that DCAMM/DSB had with creating a statewide centralized database/registry of MWBE firms, DHCD made the decision to also move forward with creating its own portal for all contractors performing design, architectural or construction services.

Designer Selection Committee **Public Notice Project Summary**
<https://www.mass.gov/orgs/housing-and-community-development> 100 Cambridge St, Suite 300, Boston, MA 02114 Telephone: (617) 573-1100

NAVIGATION BAR

Instructions | Public Notice Search | **Project Summary** | Registration & Disclosure | Sub Consultant(s) Setup | Application | Evaluations | References | Submission

Please Click Here to Download and View the **Full Project Listing**

DSB PUBLIC NOTICE DATE: 2020-01-01
 JAS1 (GAI) FOR FIRMS APPLICATION (S): 12/31/2020 07:00 PM
 PROJECT NUMBER: 2019-ABC
 PROJECT TITLE: C90 Inking Facility
 PROJECT LOCATION: Andover, MA
 PRIME FIRM REQUIRED: Architect
 USER AGENCY: Department of Public Health
 AWARDDING AGENCY: DHCD
 PROJECT SUMMARY: This project is listed only for testing purposes. This is the redevelopment of an existing mental health facility into a new CDO oil testing facility.

[Continue](#)

Designer Selection Committee **Evaluation Report**
<https://www.mass.gov/orgs/housing-and-community-development> 100 Cambridge St, Suite 300, Boston, MA 02114 Telephone: (617) 573-1100

PREVIEW OF SELECTED CONSTRUCTION EVALUATION

Firm Name: AEOLUS ARCHITECTURE AND DESIGN	Project Name: Test Non-DSB Project Name Input
Project Number: Test Project-001	Facility Type: State
Project Location: Boston, MA	Evaluator: Hazel Lobos
Project Type: Master Plan	Project Completion Date: 2018-07-19
Management Score Total: 4	User Agency Name: Test User Agency
Quality Score Total: 4	Test User Agency
Schedule Score Total: 4	Management Comments: Management Comment for question 1.
Budget Score Total: 4	Quality Comments: Quality Comment for question 2.
Overall Score: 4	Schedule Comments: Schedule Comment for question 3.
	Budget Comments: Budget Comment for question 4.
	Overall Comments: Overall Comments.

Firm's performance was excellent per different agencies. When over budget, they took the lead in suggesting strategies for reducing cost – finding creative ways to bring the costs back in line – from incorporating a hybrid of materials to reconfiguring the layout. The entire team was great to work with – they were professional and responsive. I highly recommend them for any future projects.



The Superior Court of California – County of San Francisco Court recently set out to develop an electronic public-facing application and database to manage and process California Rules of Court 10.500 requests and digitize/automate their Jury Selection & Onboarding processes. With 11 different divisions handling over 217,000 criminal and civil cases a year, SF Courts needed a way to quickly transition to a digital jury screening and onboarding system to maintain civic responsibility to the community while adhering to California Department of Health’s COVID-19 Social Distancing Guidelines.

SF Courts selected the Autocene Technology Platform to help them quickly configure and deploy these high impact applications to the public. Autocene worked with SF Courts Project Manager’s to identify Court workflows, project objectives, and potential configurations to meet business needs. Autocene team members Oscar Velez and Andrew Gautron quickly deployed the Autocene Platform and assisted in subsequent configurations to optimize new workflows, forms and automation structure. They also provided training and resources to project

managers and relevant staff on how to use Autocene and the configured applications. They are continuing to provide post-deployment support and maintenance to SF Courts employees and the public.

- Delivered Applications for Project:
 - Case Onboarding and Group Assignment** - Onboarding, assigning juror groups to case, and attaching case timeline for jurors to review
 - Juror Check in** - Check in action when jurors are assigned to case.
 - Juror Hardship** - Check in action when jurors assigned to case, after check in completed.
 - Questionnaire Launcher** - create a new questionnaire template, edit existing questionnaire, assign questionnaire to a case. Any of these options kick off passport task.
 - Jury Reporting Status** - Report to see each case information.
 - Questionnaire for Juror** - If hardship is denied, juror questionnaire kicks off.
 - Assign a Questionnaire to Case** – Autocene Passport Integration to assign a juror questionnaire to a case.
 - Juror Onboarding (Passport Integration)** - Passport pulling juror data from JSI

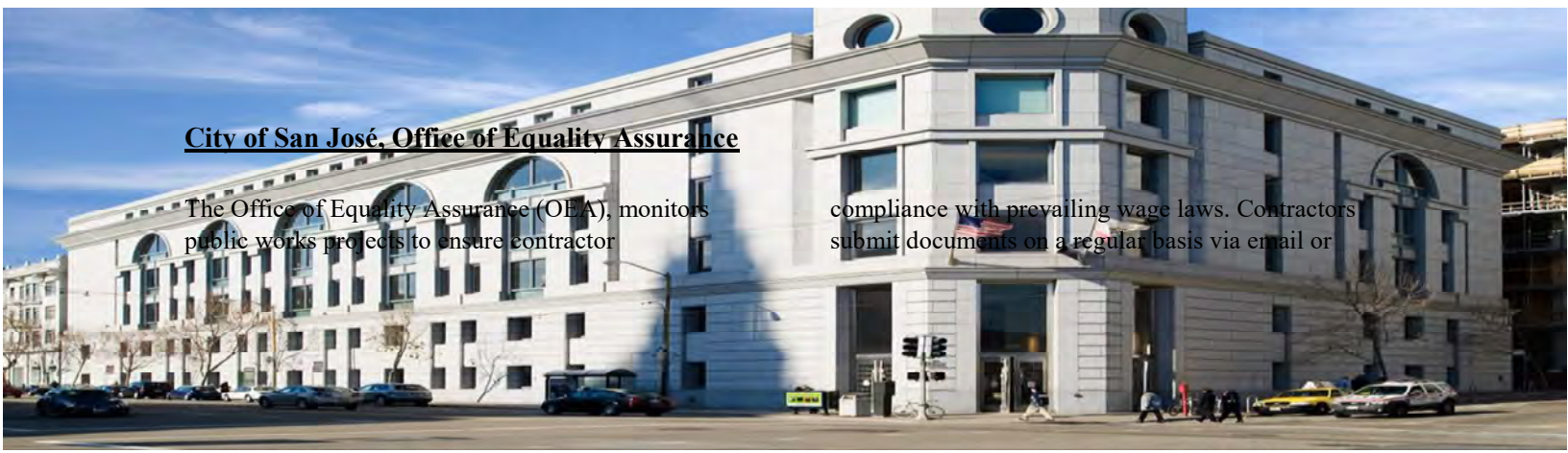


Case Study: <https://autocene.com/wp-content/uploads/2020/09/Public-Records-Request-for-State-Local-Govt-with-Autocene.pdf>

City of San José, Office of Equality Assurance

The Office of Equality Assurance (OEA), monitors public works projects to ensure contractor

compliance with prevailing wage laws. Contractors submit documents on a regular basis via email or



traditional mail. Employees then track projects using a combination of Excel spreadsheets and hard-copy files. This method of monitoring is compartmentalized and creates document silos that restrict compliance insight, coordination, and metrics. In addition, printing out and storing each document is inefficient and costly.

Autocene helped San José to define the manual processes, utilize the Autocene

Oracle CPMS system, and configure customizable dashboards & reports to fit the city's needs. The result has been so well received, that the department is looking to expand the platform to capture additional information while automating more manual processes. The Autocene LCM Application was compared to an industry leading compliance management system and user feedback was that the Autocene platform had surpassed the industry leading compliance management system in only 16 weeks of project work.

Form(s)

The screenshot shows the 'New Contract' page in the Autocene CPMS. At the top, there is a search bar with the text 'Search CPMS for the new Procurement/Contract Title' and the value '4000'. Below this, the 'Procurement/Contract Title Information' section displays: Procurement/Contract Title Name: Fire Sprinkler Services, Project Id: 4000, City Project Manager: Tom McDaniel, Compliance Specialist, Contract Award Date: Tuesday, April 30, 2019, and Project Type: Municipal Affairs. The 'Funding Sources' section is empty. The 'Procurement/Contract Title Listed Contractor' section shows: Contractor Name: Express Sewer & Drain, Inc., Contact: William Heinselman, Contractor's Address: 3303 Luyang Drive, Rancho Cordova, CA, 95742, and Contact's Email: agautr@formverse.com. A 'Submit Project' button is at the bottom right.

Form(s)

The screenshot shows the 'Current Contracts' page in the Autocene CPMS. A green banner at the top states: 'This contract has been added to the FORMVERSE database, you may now interact with it from the contract management screen.' Below this, the 'Procurement/Contract Title Information' section displays: Procurement/Contract Title Name: Fire Sprinkler Services, Project Id: 4000, City Project Manager: Tom McDaniel, Compliance Specialist: Andrew Gautron - ALT, Contract Award Date: Tuesday, April 30, 2019, and Project Type: Municipal Affairs. The 'Funding Sources' section is empty. The 'Procurement/Contract Title Listed Contractor' section shows: Contractor Name: Express Sewer & Drain, Inc., Contact: William Heinselman, Contractor's Address: 3303 Luyang Drive, Rancho Cordova, CA, 95742, and Contact's Email: agautr@formverse.com. A 'Submit Project' button is at the bottom right.

34



Washington State Department of Social & Health Services & Department of Children Youth and Families - Telework Solution

In early January 2019, John Fluke, an Evaluation Lead for a national research study being conducted by the Quality Improvement Center for Workforce Development, was having difficulty finding the right technology to rapidly create an application that automated a specific process for a group of State Government Agencies and Universities.

John reached out, hoping to use the Autocene to create a flexible and configurable solution. This solution was required to collect specific data, integrate that data with other systems and automate the process flow that was associated with this complex joint research project.

This joint project was being conducted by:

- The Washington State Department of Children, Youth, and Families (DCYF)
- The Washington State Department of Social and Health Services
- U.S. Department of Health and Human Services, Division of Children and Family Services (DCFS)
- The University of Nebraska Center on Children, Families and the Law’s Quality Improvement Center of Workforce Development (QIC-WD)

Washington State DCYF is a state-administered system with a total of 3,075 employees. There are approximately 1,600 field operation staff and 260

field operation supervisors, that make up most of the child welfare workforce in the agency.

Autocene worked with the multi-state consortium to rapidly configure the “Telework approval application”, collecting all data for audit & reporting in response to Gov. Jay Inslee’s Executive Order 14-02 “Expanding Telework and Flexible Work Hours Programs to Help Reduce Traffic Congestion and Improve Quality of Life”.



Case Study: https://autocene.com/use_case_study-state_of_washington_department_of_children_youth_and_families-telework_it_application.pdf



Section 7 – Staff Assigned to the Account

Key Personnel who will be involved in the implementation and support of PSA Member's Autocene platform will include:

ARTHUR GNIAZDOWSKI | CTO & SVP

Mr. Gniazdowski provides the company with the technical and software development expertise required to develop world class products. Arthur possesses over thirty (30) years of accumulated leadership and hands-on experience and expertise in Hardware/Software Systems Engineering and Integration, Enterprise Organization Engineering and Management including Information Technology Management, Strategy Development, Strategic IT Project Management, IT Organizational Change, IT Merging and Processes Integration, Business Analysis, Software Application Research and Development, within military programs, High-Tech, Government, Industrial and NGO's environment. Arthur has built, managed and coached the architectural and development teams for various organizations (Including Canadian Dept. of National Defense – Top Secret Security Clearance) successfully delivering products and solutions.

EDUCATION

- M.Sc. Eng. Formal Degree Evaluation, University of Toronto
- PhD Candidate, Wroclaw University of Technology, Poland
- M.Sc. Eng. in Electronics- Cybernetics and Computer Science (Honors), Wroclaw University of Technology, Poland

ANDREW GAUTRON | TECHNICAL LEAD

Andrew specializes in the enterprise technology space and has experience with both public agencies and private sector clients. Andrew's solution first approach allows him to creatively and efficiently impact business goals and outcomes.

36

Andrew has experience in multiple enterprise automation business avenues that include: Enterprise Purchasing & Procurement, Capex Automation, Vendor Management, Contract and Contractor Management, Document Management, and Archiving. Andrew always strives for user experience as a primary initiative in design & functionality.

RECENT PROJECTS

City of San Jose - Labor Compliance Solution

Andrew served as the technical lead on the Labor Compliance Solution for the City of San Jose. Duties included managing customer requirement, technical specifications, and client procurement. Andrew also worked on the solution level decisions and analysis of the technology environment which helped develop the technical scope before development and implementation of the solution. Andrew aligned the project with the enterprise level system solution.

Thermo Fisher Scientific - Legal Document Creation Process

Thermo Fisher Scientific required an automated process for contract and document creation. The initial division had a group of 8,500 sales staff working with 15 legal contacts for the creation of documents and contracts, a ratio of 567:1. This created a bottleneck for contacts of 1 to 2 months. Andrew served as the technical lead who developed the technical specifications and legal document application. The automated solution creates contracts based on a questionnaire utilized by the sales department. The automated solution reduced the 1-to-2-month process to 5 minutes for document turn around. This application has been expanded to more than 60 template legal documents.

EDUCATION

Bachelors of Arts - Mount Royal University

ODEZA BACTIN | TECHNICAL TEAM

Odeza passionately works in the software space and has had experience with a range of clients including public agencies, research centers, and Fortune 500 clients. Odeza strives for perfection in her work which allows her to

diligently achieve results in all aspects of his technical assignments. Oscar has experience in multiple enterprise automation business sectors that include: Automation, Contract and Contractor Management, and Records Request Management. Odeza aims for providing applications with accurate data capture and intuitive user interfaces. She is particularly good at big picture planning and designing for scalability, along with helping customers reconcile what they want, what they need, and what the Autocene platform delivers.

RECENT PROJECTS

Texas Instruments – Compliance Tracking Applications

Odeza created the compliance tracking system for five different groups inside of TI, with each having their own criteria and requirements for compliance. Odeza's work gave those groups improved transparency and greater control of operations. This made it easier for them to make data-driven business decisions, increase efficiency and save the company money.

City of San Jose, CA - Labor Compliance Solution

Odeza worked with Autocene's Andrew Gautron to design, configure and implement the Labor Compliance application for the City of San Jose. After the initial implementation, Odeza's role in this project included gathering enhancement requests from the customer, and quickly implementing those changes.

City of Ventura, CA – 311 Solution

Odeza worked with other Autocene team members to design, configure and implement the 311 application for the City of Ventura. Odeza's role in this project included gathering the initial requirements from the customer, describing the implementation process, designing the application and quickly creating the initial draft of the application.

EDUCATION

Bachelors of Science in Chemical Engineering - University of Calgary

Section 8 – Marketing Strategy

In addition to standard marketing plans that PSA uses, here is what Autocene will do to market the PSA contract nationally:

1) Dedicated Sales Staff

- a) We will dedicate a resource to focus on contacting PSA Members regarding Autocene’s addition to the PSA list of contract holders.

2) Email Marketing

- a) Autocene has an established email marketing system that we regularly send out content related messages. We will create (with PSA’s approval), a set of messages regarding the offering, and mail to the PSA list of members.

3) Linked In

- a) We will also use LinkedIn as a method of connecting with PSA Members. Autocene has had great success with this approach.

4) Webinars

- a) Autocene currently has bi-weekly webinars for our other prospects/customers. We will have webinars specifically focused on eProcurement & Contract Creation/Management for PSA Members.

5) Website

- a) We will create specific pages dedicated to providing PSA Members with eProcurement & Contract Creation/Management technology.

6) Expansion

- a) We find that there are many business processes that need streamlining and automation. Once we have a customer, there are many opportunities to expand. Please see Section 9 below for what that means to PSA.

Section 9 – PSA Administrative Fee

Autocene looks forward to collaborating with PSA on this opportunity, and we would like to make this a real partnership.

- You will see in the Cost Proposal that we are proposing a **10% Administration Fee** for PSA.
- In addition, we find that there are many business processes that need streamlining and automation at organizations like the PSA's Membership. Once we have a customer, there are many opportunities to expand. You can see some of the different types of applications described in our Experience section above. We propose that the **10% Administration Fee for PSA be extended to any of those Expansion opportunities as well.** So essentially, any revenue from the PSA member will result in a 10% payment from Autocene to PSA.
- Also, we would be interested in discussing if there would be interest in a **"White Labeled"** set of applications that would be PSA branded. Those applications could be related to eProcurement and Contract Management, or something totally different.

39

Section 10 – Exceptions to RFP

Autocene has no exceptions to the terms of the RFP.

Required Forms

Autocene Employee Ethics Policy

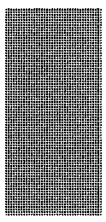


AUTOCENE
A NEW ERA IN AUTOMATION

Autocene Code of
Ethics Policy

AUTOCENE

Effective: January 2020



Policy brief & purpose

Our professional code of ethics policy aims to give our employees guidelines on our business ethics and stance on various controversial matters. We trust you to use your better judgment, but we want to provide you with a concrete guide you can fall back on if you're unsure about how you should act (e.g. in cases of conflict of interest). We will also use this policy to outline the consequences of violating our business code of ethics.

Scope

This policy applies to everyone we employ or have business relations with. This includes individual people such as employees, interns, volunteers, but also business entities, such as vendors, enterprise customers or venture capital companies.

Note that our code of ethics is slightly different than our code of conduct. Code of conduct may include elements such as dress code and social media use, whilst our code of professional ethics refers to legally or morally charged issues. Still, these two codes do overlap.

Policy elements

What is meant by code of professional ethics?

First, let's define professional ethics: they are a set of principles that guide the behavior of people in a business context. They are essential to maintaining the legality of business and a healthy workplace.

So, what is a *code* of ethics? Our code of ethics definition refers to the standards that apply to a specific setting – in this case, our own organization.

What is the purpose of a professional code of ethics?

Having our business ethics in writing doesn't mean that we don't trust our employees. We strive to hire ethical people who have their own personal standards, so we expect that a written code won't be necessary most of the time.

But it can still be helpful. You may find yourself in a situation where you're not sure how you should act. Life is full of grey areas where right and wrong aren't so apparent. Some professional ethics also correspond to laws that you absolutely must know to do your job properly, so we will mention them in our code of ethics.

The components of our code of professional ethics:

We base our business code of ethics on common principles of ethics:

- **Respect for others.** Treat people as you want to be treated.
- **Integrity and honesty.** Tell the truth and avoid any wrongdoing to the best of your ability.
- **Justice.** Make sure you're objective and fair and don't disadvantage others.
- **Lawfulness.** Know and follow the law – always.
- **Competence and accountability.** Work hard and be responsible for your work.
- **Teamwork.** Collaborate and ask for help.

Here's a more detailed overview of our code:

Respect for others

It's mandatory to respect everyone you interact with. Be kind, polite and understanding. You must respect others' personal space, opinions and privacy. Any kind of violence is strictly prohibited and will result in immediate termination. You're also not allowed to harass or victimize others.

What constitutes harassment or victimization? To answer this, we have a policy on harassment and a more specific policy on sexual harassment you can take a look at. As a general rule, try to put yourself in someone else's place. How would you feel if someone behaved a specific way to you? If the answer is "I wouldn't like it much" or "I would never let them behave like that to me", then we don't tolerate this behavior no matter the person it comes from.

If someone, be it customer, colleague or stakeholder, is offensive, demeaning or threatening toward you or someone you know, report them immediately to HR or your manager. You can also report rudeness and dismissiveness if they become excessive or frequent.

Integrity and honesty

First, always keep in mind our organization's mission. We all work together to achieve specific outcomes. Your behavior should contribute to our goals, whether financial or organizational.

Be honest and transparent when you act in ways that impact other people (e.g. taking strategic decisions or deciding on layoffs). We don't tolerate malicious, deceitful or petty conduct. Lies and cheating are huge red flags and, if you're discovered, you may face progressive discipline or immediate termination depending on the damage you did.

Autocene Code of Ethics Policy

Stealing from the company or other people is illegal. If you're caught, you will face repercussions depending on the severity of your actions. For example, if you steal office supplies, you may receive a reprimand or demotion (at a minimum), while if you steal money or data (e.g. engaging in fraud or embezzlement), you will get fired and face legal consequences. The decision is at HR's discretion on a case-by-case basis.

Conflict of interest

Conflict of interest may occur whenever your interest in a particular subject leads you to actions, activities or relationships that undermine our company. This includes situations like using your position's authority for your own personal gain or exploiting company resources to support a personal money-making business. Even when you seemingly act to the company's advantage, you may actually disadvantage it. For example, if an employee uses dubious methods to get competitor intel and raise their sales record, their action will have a positive impact on the company's revenue, but it will put us at a legal risk and promote unhealthy business practices.

If it turns out you have created a conflict of interest for yourself, you will be terminated. If the conflict of interest was involuntary (e.g. buying stocks from a company without knowing they're a competitor), we will take actions to rectify the situation. If you repeat the offense, you may be terminated.

Justice

Don't act in a way that exploits others, their hard work or their mistakes. Give everyone equal opportunity and speak up when someone else doesn't.

Be objective when making decisions that can impact other people, including when you're deciding to hire, promote or fire someone. Be sure that you can justify any decision with written records or examples. Seek and use the most objective methods in any case; for example, when interviewing candidates, ask the same interview questions to all of them and avoid judging non-job-related criteria, like dress, appearance, etc.

Also, don't discriminate against people with protected characteristics, as this is forbidden by [laws under the purview of the EEOC]. If you suspect you may have an unconscious bias that influences your decisions, ask for help from HR.

When exercising authority, be fair. Don't show favoritism toward specific employees and be transparent when you decide to praise or reward an employee. You're also obliged to follow our employment of relatives' policy, which forbids you from having a reporting relationship with a relative.

Autocene Code of Ethics Policy

If you need to discipline an employee, be sure to have prepared a case that you can present to HR. You must not retaliate against employees or applicants (such as in cases when they've filed complaints) as this is forbidden by law.

Be just toward customers or vendors, too. If you think our company was in the wrong in a specific instance, don't try to cover it up or accuse the other side. Discuss with your manager to find solutions that can benefit both sides.

Lawfulness

You are obliged to follow all laws which apply to our organization. Depending on your role and profession, there might be various laws you need to observe. For example, accountants and medical professionals have their own legal restrictions and they must be fully aware of them.

When you're preparing contracts, clauses, disclaimers or online copy that may be governed by law (such as consent forms), please ask verification from [our legal counsel] before finalizing anything.

You're also covered by our confidentiality and data protection policy. You must not expose, disclose or endanger information of customers, employees, stakeholders or our business. Always follow our cybersecurity policy, too.

Following laws regarding fraud, bribery, corruption and any kind of assault is a given. You are also obliged to follow laws on child labor and avoid doing business with unlawful organizations.

If you're not sure what the law is in a specific instance, don't hesitate to ask HR or our legal counsel.

Competence and accountability

We all need to put a healthy amount of effort in our work. Not just because we're all responsible for the organization's success, but also because slacking off affects our colleagues. Incomplete or slow working might hinder other people's work or cause them to shoulder the burden themselves. This comes in direct conflict with our respect and integrity principles.

We also expect you to take up opportunities for learning and development, either on-the-job or via educational material or training. If you are unsure how you can achieve this, have an open discussion with your manager.

Autocene Code of Ethics Policy

Also, take responsibility for your actions. We all make mistakes or need to make tough decisions and it's important we own up to them. Failing to be accountable on a regular basis or in important situations will result in termination. If you take responsibility and come up with ways to fix your mistakes where possible, you will be in a far better position.

Teamwork

Working well with others is a virtue, rather than an obligation. You will certainly get to work autonomously and be focused on your own projects and responsibilities. But you should also be ready to collaborate with and help others.

Be generous with your expertise and knowledge. Be open to learning and evolving. If days go by without you consulting or brainstorming with anyone, you are missing out on opportunities for excellence. Instead, work with others and don't hesitate to ask for help when you need it.

References

Client Name: **The Commonwealth of Massachusetts – Designer Selection Board**

Contact Name: Bill Perkins

Title: Executive Director

Telephone No.: 857.204.1422

E-mail Address: willard.perkins@mass.gov

Services Provided: Creation of a statewide database of architects & engineers and subsequent onboarding used for selection of designers for every Commonwealth funded construction project in the state. - <https://files.engineers.org/file/DSB-DCAMM-ACEC-Autocene-Presentation-2020-06-23-Final.pdf>

Client Name: **City of San Jose**

Contact Name: Christopher Hickey

Title: Division Manager- City of San Jose, Office of Equality Assurance

Telephone No.: 408.535.8445 office

Telephone No.: 408.921.6550 mobile

E-mail Address: christopher.hickey@sanjoseca.gov

No. of Employees: 5,000

Services Provided: Labor Compliance Management Application

Client Name: **Superior Court of California- County of San Francisco**

Contact Name: Megan Filly

Title: Deputy Press Secretary

Telephone No.: 415.551.4000

E-mail Address: MFilly@sftc.org

Services Provided: Multiple Applications including Public Records Request & Jury Selection applications

Client Name: **Washington State- Dept. of Social & Health Services/Dept. of Health**

Contact Name: Sarah Meyer

Title: Employee Engagement & Inclusion Manager

Telephone No.: 360.338.2817

E-mail Address: sarah.meyer@dcyf.wa.gov


Services Provided: Using Autocene Platform to create a Telework approval application, collecting all data for audit & reporting in response to State of Washington Executive Order 14-02 “Expanding Telework and Flexible Work Hours Programs to Help Reduce Traffic Congestion and Improve Quality of Life” - https://www.governor.wa.gov/sites/default/files/exe_order/eo_14-02.pdf

Additional Capterra Reviews

Please see our reviews on Capterra:

<https://www.capterra.com/p/152294/Autocene/#reviews>

THIS PAGE LEFT INTENTIONALLY BLANK

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.	_____ Name of Officer	
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.	Autocene has No Relationship with any government officer	
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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> 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	DocuSigned by:  Signature of vendor doing business with the governmental entity	6/22/2021 _____ Date

43

Form 1295 Certificate of Interested Parties

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

1. Definitions.

“Administrative Users” means the individual users that access the administrative components of the Software, such as the AUTOCENE Web Admin Software and the AUTOCENE Template Editor Software.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this Agreement, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

“Agreement” means collectively this AUTOCENE Master Software Subscription and Hosting Agreement, plus Exhibit A (AUTOCENE Maintenance and Support Services Terms), Exhibit B (Hosting Services Terms and Conditions & Service Level Agreement), any Order Form(s) executed by the parties, any Statements of Work executed by the parties and any addendums or amendments to any of the foregoing executed by the parties.

“Application Template” means any single business process automation application consisting of a “structured data user interface” or a number of “structured data user interfaces”, that are used to structure communication for such single business process. The components of an Application Template may include structured data user interfaces, automated workflow layout, processing rules, dispatching rules, routing rules, and other components supported by the Software. You are licensed to create up to a defined number of Application Templates as set forth in Your Order Form(s). You are not permitted to create Application Templates in excess of the number of Application Templates for which You are licensed.

“Application Template License” means a license that allows You to use the Software with one (1) Application Template. The number of Application Template Licenses which you have been granted is set forth in Your Order Form(s).

“AUTOCENE” means Autocene, Inc.

“AUTOCENE Certified Partner” means a third-party organization that has been certified by AUTOCENE to act as a reseller, distributor, or Professional Services provider for the Software and/or related services.

“AUTOCENE Passport” means the AUTOCENE proprietary software that is used to share data with other applications and perform certain other tasks in applications.

“AUTOCENE Server Software” means Autocene’s proprietary software that executes AUTOCENE processing rules and provides access to information required by the system to operate. The number of instances of the AUTOCENE Server Software that may be used by You is set forth in Your Order Form(s). The terms AUTOCENE Server Software and AUTOCENE Registry Server Software are used interchangeably.

“AUTOCENE Server Software – “Shadow Mode” means a specific configuration of the AUTOCENE Server Software that allows External Users to interact with the AUTOCENE Server Software with certain limitations specified by You. A separate instance of the AUTOCENE Server Software is required to operate in shadow mode. The number of instances of the AUTOCENE Server Software that may be used by You to operate in shadow mode, if any, is set forth in Your Order Form(s). The terms AUTOCENE Server Software – Shadow Mode and AUTOCENE Registry Server – Shadow Mode Software are used interchangeably.

“AUTOCENE Template Editor Software” means the AUTOCENE proprietary software that is used by Your Administrative Users to create and modify AUTOCENE Application Templates.

“AUTOCENE Web Admin Software” means the AUTOCENE proprietary software that is used by Your Administrative Users to operate and configure the Software.

“AUTOCENE Web App Software” means the browser-based software that enables Internal Users and External Users to interact with the AUTOCENE Server Software and/or the AUTOCENE Server Software – Shadow Mode via a web-browser using supported Devices.

“Business Purposes” means Your primary business, but for greater certainty shall not include the operation of a service bureau, time sharing service, application service provider offering or any other similar service offering whereby You allow other entities or persons to use the Software to create Application Templates for their own internal business purposes that are not connected with your primary business.

“Circumvent” means using the ability for each Application Template to support multiple business use cases to aggregate

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

structured data for different and substantially and logically unrelated communication and business processes within a single Application Template for the sole purpose of reducing the required number of Application Template Licenses.

“Confidential Information” means any business, marketing, technical, scientific or other information disclosed by either party which, at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential and includes the Software, Documentation and related information.

“Device” means a single personal computer, workstation, terminal, handheld computer, handheld communication device, personal digital assistant, mobile device, or other electronic device that is able to access the AUTOCENE Server Software.

“Documentation” means the online and hard copy help files or written instructions regarding the use of the Software that AUTOCENE makes generally available to end user licensees of the Software.

“Effective Date” means the date of the last party’s signature set forth in the first Order Form executed by You and AUTOCENE.

“Exhibit A” means the AUTOCENE Maintenance and Support Services Terms that shall become a part of this Agreement.

“Exhibit B” means the AUTOCENE Hosting Services Terms and Conditions & Service Level Agreement.

“External Users” means the individual users that you permit to access the Software from outside Your network. This can include customers, vendors, partners, suppliers, service providers and prospective customers and/or members of the public. The number of External Users that can use the Software is unlimited unless a limit is specified in Your Order Form(s).

“Hosting Fees” means the fees charged by AUTOCENE, as set forth in Your Order Form(s), for the rights granted in this Agreement, including Exhibit A and Exhibit, B to enable the Software to be hosted on Autocene’s selected Hosting Provider.

“Hosting Services” means the right to receive the hosting services that AUTOCENE provides for the AUTOCENE Software as described in Exhibit B. You must be current in payment of Your Subscription Fees and Hosting Fees in order to receive these services.

“Internal Users” means the individual users that access the Software from inside Your network. Normally, this includes Your employees and consultants. The number of Internal Users that can use the Software is unlimited unless a limit is specified in Your Order Form(s)

“License Key” means a unique key-code that enables use of the Software for which You are licensed and that will limit the number of Workflow Templates permitted and/or limit the number of Internal Users, External Users, and Administrative Users permitted under this Agreement.

“Maintenance” means the right to receive Updates and Upgrades. You must be current in payment of Your Subscription Fees in order to receive these rights.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Minimum Subscription Period” means the minimum period of time You commit to pay for the right to access and use the Software. The Minimum Subscription Period is stated in each Order Form. If You stop using the Software at any time during the Minimum Subscription Period, You nonetheless agree to pay the Subscription Fees and Hosting Fees for the duration of the Minimum Subscription Period.

“Non-Production Environment” means any environment other than a Production Environment used to test the Software, Develop Application Templates on the Software and conduct User Acceptance Testing of the Software. Non-Production Environments are optional. Examples of Non-Production Environments are Test Environments, Development Environments, QA Environments, and User Acceptance Testing Environments. The quantity, if any, and specifications of the Non-Technical Environments available to You are described in Your Order Form(s).

“Order Form” means a document executed between You and AUTOCENE for subscribing for term licenses for the Software and to obtain Hosting Services and which references this AUTOCENE Master Software Subscription and Hosting Agreement and confirms Your acceptance of the terms contained within this AUTOCENE Master Software Subscription and Hosting Agreement

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

and that specifies the pricing, Subscription Term(s) and other terms that are to become a part of the Agreement.

“Production Environment” means Your live technical environment for the Software that is made available to You via the Hosting Services and that supports Internal Users, External Users and Administrative Users, You are authorized to access and use the Software in both Production Environment(s) and Test Environment(s) up to the quantities specified in Your Order Form(s). You may not access or use the Software in a way that violates these provisions.

“Professional Services” means services that are provided by AUTOCENE for a fee, including but not limited to: planning services, review services, installation services, training services, application development services, database services, system integration services, and other services that You and AUTOCENE agree to in a signed written Statement of Work, or that are described in Your Order Form(s).

“Services” means any and all of the services that AUTOCENE provides under this Agreement, including providing access to and use of the Software, the Hosting Services, Support Services and Maintenance Services.

“Software” means collectively the combination of all software components comprising the AUTOCENE application development platform, including without limitation, the proprietary AUTOCENE Server Software, AUTOCENE Server Software – Shadow Mode, AUTOCENE Web Admin Software, AUTOCENE Template Editor Software, AUTOCENE Web App Software, Autocene Passport, together with all Updates and Upgrades made available during the Subscription Term and any additional software AUTOCENE adds to its platform for use by customers, and the associated Documentation for each of the foregoing. The Software for which You are licensed is described in Your Order Form(s).

“SOW” or “Statement of Work” means an agreement for Professional Services that is executed between You and AUTOCENE. Terms and fees for Professional Services may be included in a Statement of Work or set forth in Your Order Form(s).

“Subscription Fees” means the fees charged by AUTOCENE, as set forth in Your Order Form(s), for the rights granted in this Agreement to use the applicable Software for which You are licensed.

“Subscription Term” means the period(s) of time, as specified in Your Order Form(s) for which You are entitled to access and use the Software to which You have subscribed. At the end of each Subscription Term specified in each Order Form executed by You and AUTOCENE, Your subscription for the applicable Software and Hosting Services will automatically be renewed for another Subscription Term at Autocene’s then-current subscription fee rate for the applicable Software and Hosting Services unless either You or AUTOCENE provides notice of non-renewal in accordance with the time periods for such notices as specified in this Agreement or the applicable Order Form. The Subscription Term for any such automatic renewal will be equal to the Minimum Subscription Period specified in Your first Order Form for the Software and Hosting Services that are being renewed and the Minimum Subscription Period for any such renewed Subscription Term will be equal to the Minimum Subscription Period specified in such Order Form.

“Support Services” means the right to receive support services that AUTOCENE provides as described in Exhibit A. You must be current in payment of Your Subscription Fees in order to receive these rights.

“Third Party Software” means any Third-Party software programs that are owned and licensed by anyone other than AUTOCENE and that may either be integrated with or compatible with the Software and that are required for or complementary to the operation of the Software, the requirements of which may change from time to time. The list of Third-Party Software required for operation of the Software is specified in the AUTOCENE Technical Requirements document that can be found on the AUTOCENE website at <http://www.Autocene.com/>.

“Updates” means enhancements to the Software that are reflected as a “dot” version change – e.g. version 3.1 to 3.2 is an Update.

“Upgrades” means new versions of the Software that are reflected as a full number version change – e.g. version 3.2 to 4.0 is an Upgrade.

“Users” means Internal Users, External Users and Administrative Users.

“You” or “Your” means the individual or entity that is party to this Agreement and acquiring the Software license(s) or any entity on whose behalf such individual is acting. In the case of an entity, “You” includes any of Your Affiliates.

“Your Data” means all electronic data or information submitted, uploaded, transferred or input into the Software by You and/or

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

the Users to the Software.

“Your Invoice” means the payment request document provided to You by AUTOCENE or an AUTOCENE Certified Partner.

2. Grant of License

2.1. Subject to all of the terms and conditions contained in this Agreement including, without limitation, payment of the Subscription Fees and Hosting Fees specified in Your Order Form(s), AUTOCENE hereby grants You a world-wide, non-exclusive, non-transferable, non-assignable, limited license to access and use the number of instances of the Software as set forth in Your Order Form(s) for the applicable Subscription Term(s), as set forth in Your Order Form(s), for such Software, such instances to be accessed and used solely for Your Business Purposes for up to the number of Application Template Licenses as set forth in Your Order Form(s). Except for the AUTOCENE Template Editor, all other Software licensed to You pursuant to this Agreement will only be accessible to you via the Hosting Services. You shall not Circumvent the requirements for Application Template Licenses. During the Subscription Term(s) for the Software, You may also allow Your Users of the Software to access and use the Software using any supported Device provided that such access and use otherwise comply with all of the restrictions applicable to access to the AUTOCENE Server Software.

2.2. The Software is licensed on a per instance basis for up to the number of Application Template License(s) You have procured for the applicable Subscription Term(s), all as specified in Your applicable Order Form(s). For clarity, You must acquire a separate license for each instance of the Software You wish to operate and for each Application Template that You intend to process using the Software. The number of permitted instances of each component of the Software and the number of Application Template Licenses for the Software is set forth in Your Order Form(s). In addition to the instances of the Software that You are licensed to operate in Your Production Environment as specified in Your Order Form(s), You shall be entitled during the applicable Subscription Term(s) for the Software for which You have been licensed to use the number of instances of the Software in Your Test Environment(s) as specified in Your Order Form(s).

2.3. The Software requires certain other Third-Party Software in order to operate. If you have purchased Hosting Services, AUTOCENE will include all Third-Party Software necessary to operate the Software in all Instances you are licensed to use.

3. Reservation of Rights; Other Restrictions.

3.1. The Software is protected by copyrights and other intellectual property laws and treaties. AUTOCENE or its licensors are the owners of all intellectual property rights in the Software. The Software is licensed, not sold. You shall acquire no right whatsoever to all or any part of the Software except the limited right to use the Software in accordance with the terms of this Agreement and AUTOCENE reserves all rights not expressly granted herein. In exercising the rights granted in this Agreement, You must comply with any technical limitations in the Software that only allow the Software to be used in certain ways.

3.2. Reverse engineering, decompiling, disassembling, or otherwise attempting to derive the source code of the Software is strictly prohibited, except, and only to the extent, that such activity is expressly permitted by applicable law notwithstanding this limitation.

3.3. You shall not: (a) sell, resell, lease, rent, loan, license, sublicense, redistribute, transfer, assign, encumber, time share or otherwise commercially exploit or make the Software available to any third party or otherwise deal with any portion of the Software except to the extent expressly permitted in this Agreement; (b) for the purpose of avoiding license requirements and restrictions, work around any technical limitations in the Software, including any functionality or user limits or other license timing or use restrictions built into the Software (including, without limitation, any License Keys); (c) remove any proprietary notices, labels, or marks from the Software and/or Documentation; (d) unbundle any component of the Software and/or Documentation; (e) use any Software outside of the applicable Subscription Term for which You are subscribed to use such Software (f) make the Software available to any third parties as part of any service bureau, time sharing service, application service provider offering or any other managed service offering; (g) use the Software to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (h) use the Software to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (i) use the Software to send or store Malicious Code; (j) interfere with or disrupt the integrity or performance of the Software or the Hosting Services or the data contained therein; or (k) attempt to gain unauthorized access to the Software or its related systems or networks.

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

3.4. You are responsible for all activities that occur in User accounts and for Users' compliance with this Agreement. You shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of Your Data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the User accounts, and notify AUTOCENE promptly of any such unauthorized access or use; and (c) comply with all local, provincial, state, federal and foreign laws applicable to You as and end user of the Software.

4. Assignment.

4.1. Neither this Agreement nor any rights granted by virtue of it, or resulting from it, may be assigned by You without AUTOCENE's prior written consent. This Agreement shall be binding upon and inure to the benefit of and be binding on the parties, their successors and permitted assigns. AUTOCENE may assign this Agreement, without Your consent, (i) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its business, stock or assets, and/or (ii) to an Affiliate. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

5. Fees, Payments and Renewals.

5.1. In consideration of the rights granted in this Agreement, You shall pay AUTOCENE the Subscription Fees, Professional Services fees, and any other fees set forth in the Order Form(s) and/or any Statement(s) of Work. Payments to AUTOCENE according to this Agreement shall be made in accordance with AUTOCENE's instructions contained in Your Order Form(s). After receipt of the Subscription Fees, AUTOCENE shall provide You with access to the Production Environment and Test Environment(s), if any, for the licensed Software.

5.2. Payment is due net-30 from the date You receive an invoice for the fees charged pursuant to Your Order Form(s) and/or Statement(s) of Work, unless different terms are described in Your Order Form(s) and/or Statement(s) of Work. In the event of overdue payment, AUTOCENE may charge You late fees for any payment that is more than thirty (30) days past due at the rate of one and one-half percent (1.5%) per month (18% per year) or the highest amount allowed by law, whichever is lower. You shall reimburse AUTOCENE for any reasonable expenses, including attorney's fees, incurred by AUTOCENE in connection with the collection of any amounts payable under this Agreement.

5.3. Automatic Renewal. Your subscription for the Software and Hosting Services will be automatically renewed unless notice is received by AUTOCENE no later than thirty (30) days prior to the end of the applicable Subscription Term. The Subscription Term for any such automatic renewal will be equal to the Minimum Subscription Period specified in Your first Order Form for the applicable Software and Hosting Services, the Minimum Subscription Period for any such automatic renewal will be equal to the Minimum Subscription Period specified in such Order Form, and the price for the renewed Subscription Term will be Autocene's then-current subscription fee rate for the applicable Software and Hosting Services.

5.4. You shall reimburse AUTOCENE for all sales, use, goods and services, harmonized, value-added, or other taxes, tariffs, fees, duties or similar charges that may be levied by any taxing authority (excluding taxes on AUTOCENE's net income) arising out of this Agreement.

5.5. You agree that Your subscription to the Software is not contingent on the delivery of any future functionality or features for the Software, or dependent on any oral or written public comments made by AUTOCENE regarding future functionality or features for the Software, unless specifically stated in your Order Form(s) or Statement of Work(s).

5.6. If Your account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, AUTOCENE shall have the right to suspend Your ability to access and use the Software, without liability to You, until such amounts are paid in full.

6. Support Services, Maintenance, Professional Services and Hosting Services.

6.1. Subject to the payment of the Subscription Fees specified in Your Order Form(s), AUTOCENE will provide Support Services and Maintenance as described in Exhibit A for the Software for which such Subscription Fees have been paid. Support Services

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

and Maintenance are provided for the applicable Subscription Term for the Software for which You have paid the corresponding Subscription Fees. If You are current on Your Subscription Fees then You will be entitled to receive Support Services and Maintenance as set forth in Exhibit A for the applicable Software. Any Updates or Upgrades provided to You pursuant to Maintenance shall be subject to this Agreement. For greater certainty, AUTOECENE does not provide support for the Third-Party Software You choose to use outside of that provided by AUTOECENE in AUTOECENE's Hosting Provider.

6.2. During the Subscription Term(s), AUTOECENE will provide the Hosting Services specified in Your Order Form(s) in accordance with the additional terms specified in Exhibit B (including, the service levels specified in Exhibit B).

6.3. You may order Professional Services by submitting a written order to AUTOECENE describing the Professional Services that You wish to procure. If You submit a written order for Professional Services, such order shall not be binding upon AUTOECENE unless accepted in writing by AUTOECENE. AUTOECENE will use commercially reasonable efforts to respond to each written order submitted by You for Professional Services within five (5) business days following receipt thereof by AUTOECENE. If AUTOECENE does not respond to a written order for Professional Services prior to the end of five (5) business days following receipt thereof by AUTOECENE then such order shall be deemed to have been rejected by AUTOECENE. Once an order for Professional Services has been accepted by AUTOECENE, AUTOECENE will provide such Professional Services in accordance with an estimated timeframe mutually agreed by the parties and such Professional Services shall be subject to the terms and conditions of this Agreement. If an order for Professional Services has been accepted by AUTOECENE that requires development work (such as software development or development of application templates), the parties will negotiate a mutually acceptable Statement of Work. Each SOW executed by the parties for Professional Services shall be subject to the terms and conditions of this Agreement. Upon execution by the parties of a SOW for Professional Services, AUTOECENE will provide the Professional Services described in such SOW to You in accordance with the terms of such SOW. Any terms and conditions appearing on any order or contained within a purchase order submitted by You for Professional Services that are in addition to or inconsistent with the terms and conditions of this Agreement or an applicable SOW will be deemed stricken from such order and will not be binding on AUTOECENE.

7. Confidential Information.

Each party shall maintain in confidence all Confidential Information disclosed to it by the other party and shall use such Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Agreement. Neither party shall disclose any Confidential Information of the other party to any third party except as expressly permitted under this Agreement or make any unauthorized use thereof. Each party shall treat the Confidential Information of the other party with the same degree of care against disclosure and/or unauthorized use as it affords to its own information of a similar nature, or a reasonable degree of care, whichever is greater. Each party further agrees not to remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials provided by the other party. Each party shall be entitled to provide Confidential Information of the other party to subcontractors that have a reasonable need to know such Confidential Information and that have agreed to confidentiality obligations at least as protective as those contained in this Agreement. The obligations of confidence set forth in this Agreement shall extend to any Affiliates of a party that have received Confidential Information of the other party and shall also cover Confidential Information disclosed by any Affiliate of a party.

7.1. Neither party shall be bound by obligations in this Agreement restricting disclosure and use of Confidential Information of the other party, or any part thereof, which: (i) was lawfully known or received by the receiving party without any obligation of confidentiality prior to disclosure by the disclosing party; (ii) was generally publicly available prior to its disclosure, or has become generally publicly available other than through a breach of this Agreement; (iii) was disclosed to the receiving party by a third party, provided such third party, or any other entity from whom such third party receives such information, is not in breach of any confidentiality obligation in respect of such information; or (iv) is independently designed and developed by the receiving party without any use of the disclosing party's Confidential Information or any violation of any intellectual property or other rights of the disclosing party or its Affiliates.

7.2. If a receiving party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of a disclosing party, the receiving party shall use reasonable efforts to: (i) seek confidential treatment for such Confidential Information; and (ii) provide prior written notice to the disclosing party to allow the disclosing party to seek protective or other court orders.

8. Your Data.

8.1. As between You and AUTOECENE, You exclusively own all rights, title and interest in and to all Your Data. Your Data is also deemed Your Confidential Information under this Agreement. AUTOECENE shall not access Your User accounts, including Your Data, except to respond to service or technical problems or at Your request or as necessary for the operation of the

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

Software or billing. You hereby grant AUTOCENE and its Affiliates a non-exclusive license for each Subscription Term (and for thirty (30) days thereafter) to use and otherwise exploit Your Data as reasonably required to operate the Software for You as provided in this Agreement. The forgoing license shall include the right for AUTOCENE and its Affiliates to use and copy the Your Data for the purpose of creating aggregated and anonymized statistical analytics in respect to Software use and other Software and User parameters and characteristics ("Aggregated Statistics"), provided, that the license in respect to Aggregate Statistics shall be perpetual, irrevocable and unlimited.

8.2. You agree that AUTOCENE and its Affiliates may collect and use technical information gathered as part of the Support Services or other Professional Services provided to You, if any, related to the Software. AUTOCENE may use this information solely to improve the Software or to provide customized services or technologies to You.

9. Term and Termination.

9.1. This Agreement shall commence on the Effective Date and, unless terminated in accordance with Sections 11.2 through 11.6 below, shall remain in effect indefinitely. The subscriptions for the Software for which You are licensed will commence on the applicable start date or start dates set forth in Your applicable Order Form and will continue for each item of Software for its corresponding Subscription Term, unless terminated sooner in accordance with Sections 9.2 through 9.6 below.

9.2. Notwithstanding any provisions contained herein and without prejudice to any other rights, AUTOCENE may terminate this Agreement effective immediately upon written notice to that effect if, (a) in its sole opinion, You are not in compliance with any terms or condition of this Agreement; (b) You have violated any intellectual property right of AUTOCENE; or (c) if You (i) become insolvent; (ii) become the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether voluntary or involuntary, which is not resolved favorably to You within ninety (90) days of commencement thereof; or (iii) have a receiver appointed in respect of the whole or a substantial part of Your assets. In such event, You must delete the AUTOCENE Client Software from Your servers, Devices, computers and archives.

9.3. You may terminate this Agreement or any Software subscription at any time for convenience effective immediately upon written notice to AUTOCENE to that effect, provided that if You terminate this Agreement or any Software subscription before the end of the then-applicable Minimum Subscription Period for any Software, You will still be liable to AUTOCENE for the Subscription Fees for such Minimum Subscription Period(s) (and if You have already paid the Subscription Fees for the Minimum Subscription Period(s), those Subscription Fees will not be refunded to You by AUTOCENE). Upon such termination, You shall destroy all copies of the AUTOCENE Client Software and Documentation in Your possession or under Your control (including all Updates, Upgrades thereof) and upon AUTOCENE's request shall provide a certificate of a senior officer confirming the same. Termination of this Agreement will terminate all Order Forms and related Software subscriptions.

9.4. Upon termination, You shall: (i) without undue delay, pay to AUTOCENE any and all amounts outstanding under this Agreement; and (ii) not be entitled to any refund of fees and other sums paid to AUTOCENE.

9.5. YOU AGREE THAT (I) UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON; (II) ON TERMINATION OR EXPIRATION OF THE SUBSCRIPTION TERM FOR AN APPLICABLE ITEM OF SOFTWARE; OR (III) IF YOU ARE DELINQUENT IN THE PAYMENT OF ANY AMOUNTS OWED BY YOU TO AUTOCENE, AUTOCENE MAY TAKE ACTIONS SO THAT THE SOFTWARE NO LONGER ACCESSIBLE BY YOU OR OPERATIONAL.

9.6. In the event of expiration or termination of this Agreement, the following Sections of this Agreement shall survive: 1, 2.4, 3, 5, 7, 8, 9, 10.3, 10.4, 10.5, and 11-24.

10. Indemnification and Limited Warranty for the Software.

10.1. For thirty (30) days after the Effective Date ("Limited Warranty Period"), AUTOCENE warrants that the Software will substantially conform to the applicable Documentation ("Limited Warranty"). AUTOCENE will, at its option, and as Your exclusive remedy either refund the amount You paid (if any) or provide You with corrected Software at no charge provided the defective item(s) are reported by You to AUTOCENE within the Limited Warranty Period, BUT ONLY AS TO DEFECTS REPORTED DURING THE LIMITED WARRANTY PERIOD. AS TO ANY DEFECTS DISCOVERED AFTER THE LIMITED WARRANTY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Any supplements or Updates or Upgrades to the Software provided to You after the expiration of the Limited Warranty Period are not covered by any warranty or condition, express, implied or statutory.

10.2. The Limited Warranty shall not apply if (a) failure of the Software has resulted from abuse abnormal use by You or

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

Malicious Code introduced by You, or any third party acting on Your behalf; (b) failure of the Software has resulted from the use of the Software in combination with hardware or software for which it was not designed; (c) AUTOCENE, after using reasonable efforts, is unable to confirm the existence of the failure. AUTOCENE will use commercially reasonable efforts to remedy any breach of the Limited Warranty within a commercially reasonable time after receipt of Your notice to AUTOCENE of a breach of the Limited Warranty. To exercise the remedy, You must contact AUTOCENE at the following address: AUTOCENE, INC., Attn. Sales, 622 5th Avenue, SW, Calgary, Alberta T2P 0M6 Canada, Phone (403) 456-3035 ext. 201 or by email to askus@Autocene.com.

10.3. Indemnification by AUTOCENE. AUTOCENE shall, at its own expense, defend You in any action, suit or proceeding by a third party alleging that the Software infringes any United States or Canadian patent, trademark, trade secret, copyright or any other intellectual property right of such third party (an "IP Claim") and shall pay settlement amounts agreed in writing by AUTOCENE and/or any damages, expenses, or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against You by a court of competent jurisdiction in such IP Claim. As conditions for such defense and satisfaction by AUTOCENE, (i) You shall notify AUTOCENE promptly in writing upon becoming aware of all pending IP Claims; (ii) You shall give AUTOCENE sole control of the defense and settlement of such IP Claims; (iii) You shall cooperate fully with AUTOCENE in the defense and/or settlement of such IP Claims; and (iv) You shall not settle any IP Claims without Autocene's written consent, or compromise the defense of any such IP Claims.

10.4. Mitigation. If (a) AUTOCENE becomes aware of an actual or potential IP Claim, or (b) You provide AUTOCENE with notice of an actual or potential IP Claim, AUTOCENE may (or in the case of an injunction against You, shall), at AUTOCENE's sole option and determination: (I) procure for You the right to continue to use the Software; or (II) replace or modify the Software with equivalent or better software so that Your use is no longer infringing; or (III) if (I) or (II) are not commercially reasonably available, take return of the affected Software and terminate the licenses granted in respect to such Software and pay You the Subscription Fees that have been pre-paid by You for any time periods after the date of termination of the licenses for such Software.

10.5. Exclusions. The obligations in Section 10.3 and 10.4 do not extend to (1) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by Your combination of the Software made available by AUTOCENE with other products, hardware, software or services not provided by AUTOCENE; (2) any IP Claim related to or in connection with any modification of the Software by anyone other than AUTOCENE; (3) any IP Claim in respect to any version of the Software other than the most current version; (4) any IP Claim related to any of Your Data; or (5) any use, distribution, or exercise of any other right outside the scope of the licenses granted in this Agreement.

11. Disclaimer of Warranties.

11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTY SET OUT IN SECTION 11.1 OF THIS AGREEMENT, THE SOFTWARE IS LICENSED BY AUTOCENE TO YOU "AS IS" AND THE RELATED SERVICES ARE SOLD BY AUTOCENE TO YOU "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THE SOFTWARE OR ANY OTHER PRODUCT OR SERVICE PROVIDED PURSUANT TO THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT. AUTOCENE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DISCLAIM ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT.

11.2. AUTOCENE DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE AND/OR RELATED SERVICES SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

11.3. Integration with Third-Party Applications. The Software contains functions designed to optionally interoperate with third-party applications. While the Software interoperates with many third-party applications, AUTOCENE does not control and cannot guarantee the continued availability of such interoperation, and the Software may cease to interoperate with various third-party applications without entitling You to any refund, credit, or other compensation, if, for example and without limitation, the provider of a third-party application ceases to make that application available for interoperation with the corresponding functions within the Software. You also agree that changes in versions, functions, and Your method of use of these third-party applications may necessitate additional tasks to be completed by You or by AUTOCENE. If such changes are required and are provided by AUTOCENE, Professional Services fees may apply. You agree that by enabling third party applications or services to integrate with the Software, You are responsible for complying with the licensing requirements between You and the third-party application provider and that no intent to circumvent the licensing requirements of the third-party application or service provider will be made. Levels and methods of integration between the Software and third-party applications may vary. You will be responsible for the Professional Services fees associated if AUTOCENE provides such

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

Professional Services to enable such interoperation. An estimate of the Professional Services fees will be provided separately with Your applicable Order Form or within Your applicable Statement of Work.

12. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. EXCEPT FOR ANY BREACH OF THE CONFIDENTIALITY PROVISIONS IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AUTOCENE OR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, ADVISORS OR LICENSORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR OTHER SIMILAR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS, INCURRED OR SUFFERED, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF AUTOCENE OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Every right, exemption from liability, release, defense, immunity and waiver of whatsoever nature applicable to AUTOCENE under this Agreement shall also be available and shall extend to benefit and to protect AUTOCENE's officers, directors, and employees and for such purposes AUTOCENE is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such persons for such rights, exemptions from liability, releases, defenses, immunities and waivers as applicable to such persons.

13. Limitation of Liability and Remedies. THE ENTIRE LIABILITY OF AUTOCENE AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND ANY OTHER SERVICES, PRODUCTS AND/OR MATERIALS SUPPLIED BY AUTOCENE IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE LICENSE FEES PAID BY YOU TO AUTOCENE PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE OVER THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM(S).

14. Basis of Bargain.
 - 14.1. The Limited Warranty, exclusive remedies and limited liability set out in this Agreement are fundamental elements of the basis of bargain between You and AUTOCENE. You acknowledge and agree that AUTOCENE would not be able to provide the Software and related services for the fees charged without such limitations.

15. Equitable Relief.
 - 15.1. You acknowledge and agree that it would be difficult to compute the monetary loss to AUTOCENE arising from a breach or threatened breach of the confidentiality and/or intellectual property related provisions of this Agreement by You and that, accordingly, AUTOCENE shall be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of the confidentiality and/or intellectual property related provisions of this Agreement by You.

16. U.S. Government End Users.
 - 16.1. The Software and Documentation are each a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in FAR 12.212, and are provided to the U.S. Government only as commercial end items. Government end users acquire the rights set out in this Agreement for the Software and Documentation consistent with: (i) for acquisition by or on behalf of civilian agencies, the terms set forth in FAR12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, the terms set forth in DFARS 227.7202. Use of the Software and Documentation is further restricted by the terms and conditions of this Agreement. For the purposes of any applicable government use, the Software and Documentation were developed exclusively at private expense, and are trade secrets of Autocene, Inc. or its licensors for the purpose of any Freedom of Information legislation or any other disclosure statute, regulation or provision.

17. Force Majeure.
 - 17.1. Neither You nor AUTOCENE shall be responsible for failure to fulfill any obligations under this Agreement, except with respect to the making of payments, which are due hereunder, due to causes beyond the affected party's control for the period such causes are beyond the affected party's control and, which have not resulted directly or indirectly from its negligence or

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

willful misconduct, including but not limited to acts of God, man-made or natural disasters, material shortages, strikes, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay. If such an event of force majeure continues for a period exceeding sixty (60) days, this Agreement may be terminated by either You or AUTOCENE. Thereafter, this Agreement shall be null and void and of no effect and neither party shall have any claims against the other save and except for any antecedent breach or as otherwise specified hereunder.

18. Applicable Law.

18.1. Unless otherwise specified in Your Order Form(s), this Agreement and the rights, obligations and relations between You and AUTOCENE hereunder shall be governed and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein, without regard to its principles of conflicts of law, and You hereby irrevocably submit to the jurisdiction and venue of the appropriate provincial or federal court located in the City of Calgary, Province of Alberta. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Each party waives any right and agrees not to apply to have any disputes under this Agreement tried or otherwise determined by a jury, except where required by law.

19. Entire Agreement; Severability; Waiver.

This AUTOCENE Master Software Subscription and Hosting Agreement, including Your Order Form(s), Exhibit A (AUTOCENE Maintenance and Support Services Terms), and the Statements of Work executed by the parties, each of which are hereby incorporated by reference, constitutes the entire agreement between You and AUTOCENE relating to the Software and related services or any other subject matter covered by this Agreement and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software and related services or any other subject matter covered by this Agreement. To the extent the terms of any AUTOCENE policies or programs for Support Services conflict with the terms of this Agreement, the terms of this Agreement shall control. No preprinted terms or conditions of any purchase order submitted by You to AUTOCENE shall be of any contractual effect between the parties. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. The terms of this Agreement may not be modified except by an amendment signed by authorized representatives of each of the parties. Either party's failure to exercise any of its rights under this Agreement shall not constitute or be deemed to constitute a waiver or forfeiture of such rights or any other right under this Agreement.

20. Currency.

20.1. All dollar amounts referred to in this Agreement are payable in the lawful currency as indicated in Your Order Form(s).

21. AUTOCENE Certified Partners.

21.1. If You have procured the right to access and use the Software and Hosting Services from an AUTOCENE Certified Partner then You will be subject to the terms and conditions of the separate agreement entered into between You and that AUTOCENE Certified Partner provided that this Agreement will specify and govern Your rights to access and use the Software and receive the Hosting Services. The payment terms for Your Software subscriptions, Professional Services, Support Services, Hosting Services and other services will be as set forth in the separate agreement entered into between You and the AUTOCENE Certified Partner. AUTOCENE shall not have any liability or responsibility to You or to anyone else for any software (other than the Software), Professional Services, Support Services or any other services that are provided to You by such AUTOCENE Certified Partner.

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

EXHIBIT A

AUTOCENE MAINTENANCE AND SUPPORT SERVICES TERMS

The following terms and conditions are incorporated into the Agreement. Capitalized words not defined in this Exhibit shall have the meaning ascribed to such words in the Agreement.

Maintenance and Support Services shall be provided for the Software for which You have paid the corresponding Subscription Fees for the Subscription Term for such Software.

1. Support Services Definitions.

1.1. Definitions. The following terms shall have the following meanings:

1.1.1. "Error" means a function in the Software that creates an unanticipated result and causes the Software to work in a manner different than is described in the Documentation.

1.1.2. "Fix" means a Software or procedural update that is designed to eliminate an Error or provide a Workaround.

1.1.3. "Workaround" means a procedure for circumventing an Error in the Software that allows the user to bypass or temporarily resolve that Error until a Fix can be implemented.

1.1.4. "Electronic Support Request" means the then-current electronic method in place to enable You to notify AUTOCENE of an Error.

1.2. Support Services Hours. If You are current with Your Subscription Fees for the applicable Software, You will be entitled to receive Support Services from AUTOCENE in respect to such Software as further described in this Exhibit A. Support Services hours are set forth on the AUTOCENE website.

1.3. Holidays. The list of observed AUTOCENE holidays may be viewed at <http://www.Autocene.com/holiday>. AUTOCENE maintains offices and staff in the USA and Canada. As such, the holiday schedule includes both USA and Canadian observed holidays. AUTOCENE will use commercially reasonable efforts to provide limited Support Services to You during certain holidays. During a holiday with limited Support Services, AUTOCENE Response Times described in Section 5.1 will not apply.

1.4. Supported Versions. AUTOCENE provides Support Services for the current version of the Software, as well as Support Services for the prior full version of the Software. For example, if the current Software version is 3.1, AUTOCENE provides Support Services back to version 2.0. This provision applies to licensees that have not Upgraded to the latest version of the Software.

1.5. Error Resolution. AUTOCENE will attempt to resolve Errors using commercially reasonable efforts during Support Services Hours to correct Errors in the supported versions of the Software in a timely manner by providing either a Fix or Workaround for the identified Error in the Software. An AUTOCENE customer Support Services representative will endeavor to resolve reported Errors at the time when initially reported. If the AUTOCENE customer support representative cannot resolve the matter immediately, the Error will be logged and responded to by an AUTOCENE customer support representative as soon as reasonably practicable.

2. Support Services Provided.

2.1. Support Services General. AUTOCENE Support Services are intended to assist You in the normal operation and routine use of the supported Software for customary issues. Accordingly, Support Services do not include general information on application design, usage, and workflow automation or assistance equivalent to training concerning the use of the Software (such assistance is provided separately and for a fee by AUTOCENE) or any substantive or technical consulting arising in connection with the application of the Software. Additionally, Support Services include answering questions and providing a reasonable level of guidance to You about the use of the Software, responding to reports of Errors and determining if the reported Error is a result of an issue with the Software or an environmental or installation issue. You are responsible for providing documentation sufficient for AUTOCENE to reproduce the Error including a detailed written description of the problem, log files, core dumps, data files, and any other information reasonably requested by AUTOCENE. AUTOCENE is not responsible for Errors or other problems due to non-AUTOCENE products or services, misuse, accident, damage or modification, or failure to maintain proper physical or operating environment. If AUTOCENE reasonably believes that a problem reported by You may not be due to an Error in the Software, AUTOCENE will so notify You, and AUTOCENE shall not proceed further, unless

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

so instructed in writing by You. If, upon resolution of an Error, it is determined that the Error is not due to the Software or other conditions attributable to AUTOCENE You will be invoiced for time and materials at AUTOCENE's then-standard Professional Services rates.

2.2. Errors Not Attributable to the Software. AUTOCENE is responsible for providing support for the Software only, not for processes/templates created by You. If You create processes/templates using the Software that do not function properly, AUTOCENE will so notify You, and AUTOCENE shall not proceed, unless so instructed in writing by You. If, upon resolution of an Error, it is determined that Error is not due to the Software or other conditions attributable to AUTOCENE, You will be invoiced for time and materials at AUTOCENE's then-standard Professional Services rates for the time spent in the resolution process.

2.3. Initiation of Support Services by You. Support Services entitle You to receive electronically initiated support for use of the Software. Usage support includes answering questions and providing a reasonable level of guidance to You about the use of the Software, responding to reports of Errors and determining if the reported Error is a result of a problem in the Software. You are responsible for providing documentation sufficient for AUTOCENE to reproduce the Error including a detailed written description of the problem, log files, core dumps, data files, and any other information reasonably requested by AUTOCENE.

3. Support Services Scope.

3.1 You are entitled to receive the following technical Support Services for all technical issues relating to the Software:

3.1.1. AUTOCENE will answer electronic Support Services case submissions from up to the number of individuals designated by You (employees or contractors) requiring assistance ("Application Inquiries"), as stated in Your Order Form(s). If You report an Error or perceived Error in the Software, AUTOCENE will notify Your designated personnel in order to resolve the reported Error.

3.1.2. AUTOCENE will suggest to You which of the recommended Third-Party Software, hardware, and/or service vendors to contact should AUTOCENE determine that the Application Inquiry is not related to an Error or perceived Error in the Software.

3.1.3. You shall contact an AUTOCENE Support Services representative through AUTOCENE's then-current electronic method to report all Application Inquiries. The AUTOCENE Application Inquiry process shall be provided following Your acceptance of this Agreement. You may only communicate with AUTOCENE regarding Support Services through Your designated Support Services contacts who must be Administrative Users. AUTOCENE will not be obliged to communicate with any of Your non-Administrative Users.

4. Support Services Delays.

4.1. Delays. AUTOCENE shall not be liable for any delays or failure to perform technical Support Services resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, terrorism or other violence, or any law, order or requirement of any governmental agency or authority.

5. Severity Level.

5.1. An AUTOCENE customer support representative will respond to all Support Services requests based upon the following schedule:

5.1.1. Severity Level 1: Four (4) business hours. Severity Level 1 Definition: An instance where the Software is inoperable or critical functionality is not working correctly;

5.1.2. Severity Level 2: Twenty-Four (24) business hours. Severity Level 2 Definition: An instance where the Software has significantly degraded performance or impaired functionality, but where You are still generally able to accomplish Your objectives, perhaps by using a Workaround; or

5.1.3. Severity Level 3: Forty-eight (48) business hours. Severity Level 3 Definition: Any less severe instance or situation with the Software that does not qualify as a Severity Level 1 or Severity Level 2.

5.2. You shall communicate to AUTOCENE at the time of the initial Electronic Support Request which Severity Level is applicable

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

to the issue being reported in such Electronic Support Request. AUTOCENE reserves the right to adjust the Severity Level accordingly in its sole discretion.

6. AUTOCENE Professional Services

6.1. AUTOCENE may provide Professional Services to You for projects that are beyond the scope of the services provided under Maintenance and Support Services. These Professional Services are provided for a fee and could include: planning services, review services, training services, application services, database services, system integration services, and other Professional Services. The Professional Services fees are described in Your Order Form(s), and are subject to change.

7. Maintenance

7.1. If You are current in payment of Your Subscription Fees then You will be entitled to receive Maintenance from AUTOCENE in respect to the applicable Software as further described in this Exhibit A.

7.2. Subject to payment of the applicable Subscription Fees, Maintenance entitles You to receive Updates and Upgrades for Software for which You have subscribed that are released during the applicable Subscription Term(s) for that Software.

7.3. To use the Software identified as an Upgrade, You must first be licensed for the Software identified by AUTOCENE as eligible for the Upgrade. After Upgrading, You may no longer use the Software that formed the basis for the Upgrade eligibility.

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

EXHIBIT B

HOSTING SERVICES TERMS AND CONDITIONS AND SERVICE LEVEL AGREEMENT

The following terms and conditions are incorporated into the Agreement. Capitalized words not defined in this Exhibit shall have the meaning ascribed to such words in the Agreement.

The terms and conditions of this Exhibit B shall apply for the Software for which You have paid the corresponding Subscription Fees and Hosting Fees for the Subscription Term for such Software. The Subscription Fees and Hosting Fees are described in Your Order Form(s).

1. Definitions.

For the purposes of this Exhibit B and the Agreement, in addition to the capitalized terms defined elsewhere in the Agreement and in other Exhibits to the Agreement, the following terms shall have the meanings ascribed to them as follows:

“Backup” means the method of creating a copy of Your Data for use in the event of a disaster recovery. The method and frequency of backups You will receive, if any, is described in Your Order Form(s).

“Database” means the provisioned container where Your Data is stored. Your Data includes field entries, metadata, attachments, Application Templates and their associated components including schemas, tables, queries, views and other components.

“Dedicated Instance” means an optional configuration of the Software for which You have subscribed where a separate and distinct instance of the Software and Database is provisioned for one customer. Your Order Form(s) will describe if Your configuration is a Dedicated Instance or a Multi-Tenancy Instance.

“Exclusion” means any force majeure condition as contemplated in Section 19 of the Agreement and any other occurrence or circumstance described in Section 6 of this Exhibit.

“Failover” means a configuration of the instance of the Software for which You have subscribed and Your Data that provides continued use of such Software and Your Data in the event of a failure, subject to any defined Exclusions. The method of failover configuration provided, if any, is described in Your Order Form(s).

“Geographic Location” means the physical location where the Software for which You have subscribed and Your Data are geographically located. Geographic Location is stated by country (e.g. USA) and will be specified in Your Order Form(s).

“Hosting Services Provider” means the commercial cloud services provider used by AUTOCENE to host and provide access over the Internet to the Software for which You have subscribed and Your Data.

“Multi-Tenancy Instance” means a configuration of the Software for which You have subscribed in which a single instance of the Software and Database is used to support multiple customers. Individual customer’s data is always segregated within the instance of the applicable Database used in a Multi-Tenancy Instance. Your Order Form(s) will describe if Your configuration is a Dedicated Instance or a Multi-Tenancy Instance.

“Non-Redundant” means a configuration where the Software for which You have subscribed and Your Data is configured in a single environment and automatic failover to a Redundant Environment is NOT provided in the event of a technical failure.

“Planned Downtime” means the period of time the Software for which You have subscribed is unavailable due to maintenance or other factors for which You have been provided at least eight (8) hours prior notice (which notice shall include notice via email). Planned Downtime shall not be considered to be downtime when determining Uptime in any given calendar month for the Software for which You have subscribed.

“Redundancy” or “Redundant Environment” means an optional service which replicates Your Production Environment and switches interactions made by Your Internal Users, External Users, and/or Administrative Users to the replicated environment in the event of a technical failure. Your Redundant Environments, if any, are described in Your Order Form(s).

“Server” and “Virtual Server” means the hardware, which may be physical or virtual, used to operate the Software for which You have subscribed and the associated Database on the Hosting Services Provider’s infrastructure.

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

“Service Level Agreement” means this Exhibit B between You and AUTOCENE, which describes AUTOCENE’s obligations in respect to Your ability to access the Software for which You have subscribed and Your Data. The access level to the Software for which You have subscribed is stated as a percentage of the time such Software is available over one calendar month.

“Service Credit Claim” means Your obligation to notify AUTOCENE of a breach of the Service Level Agreement.

“Service Credit” means a dollar amount credit applied to Your payment account for failures to meet the Uptime commitment for the Software for which You have subscribed during any given calendar month.

“Unplanned Downtime” means the period of time the Software for which You have subscribed is not available and for which You have not been provided at least eight (8) hours prior notice (which notice shall include notice via email). Unplanned Downtime is considered to be downtime when calculating Uptime in any given calendar month, subject to specific Exclusions.

“Uptime” means the percentage of time that the Software for which You have subscribed is available over any given calendar month, stated as a percentage of a given calendar month excluding Planned Downtime and other Exclusions.

2. HOSTING OF THE SOFTWARE

Subject to payment of the applicable Subscription Fees and Hosting Fees, AUTOCENE will provide Hosting Services to You for the Software for which You have subscribed and Your Data under this Exhibit. The Software for which You have subscribed and Your Data will be hosted by AUTOCENE utilizing a commercial Hosting Services Provider of Autocene’s choosing. The specific Hosting Services Provider will be described in Your Order Form(s). AUTOCENE retains the right under this Exhibit and the Agreement to change Hosting Services Providers in the future.

You acknowledge and agree that Non-Production Environments that have been made available for Your use are Multi-Tenancy Instances and may reboot at any time with no notice to You. If You want Non-Production Environments that are Dedicated Instances then such Non-Production Environments are available for additional fees and may be subject to time-bounded usage periods. All Non-Production Environments use SQL Server Express.

3. Third-Party Software.

Subscription licenses to third-party software required to operate the Software within the Hosting Services Provider’s facilities are included with Your Hosting Fees. This third-party software may include Microsoft Windows Server, Microsoft Internet Information Services (IIS) and Microsoft SQL Server Database Software. Other third-party software is required for Your Internal Users, External Users, and Administrative Users to use the Software.

4. SERVICE LEVEL AGREEMENT (SLA) AND SERVICE CREDITS

You are entitled to use the Software for which You have subscribed twenty-four (24) hours per day, seven (7) days per week subject to Planned Downtime and Exclusions. If the Software for which You have subscribed is not available for reasons other than Planned Downtime or Exclusions, then as Your exclusive remedy for such unavailability, all or a portion of the monthly Hosting Fees paid by You for the Software for which You have purchased Hosting Services will be credited to You in the form of Service Credits based on the actual Uptime for such Software, in accordance with the following table.

Uptime in any given calendar month not including Planned Downtime and Exclusions.	Service Credit as a percentage of Your monthly Hosting Fees for the affected Software based on the applicable Uptime for such Software for such month
≥ 99%	0%
≥ 97% to <99%	5%
≥ 95% to <97%	25%
≤95%	100%

Subject to Your submission of a Service Credit Claim within ten (10) days of the end of a month in which You believe a Service Credit is due to You, a Service Credit will be applied to Your account, in accordance with the table above if such Service Credit Claim is validated by AUTOCENE. If Your Hosting Fees are being paid monthly in advance, this calculated amount will be applied to Your next invoice and the required payment will be reduced by the amount of the calculated Service Credit. If You have paid Your Hosting Fees in advance, You will receive a refund equal to the amount of the Service Credit, which will be paid within thirty (30) calendar days from the date of Autocene’s validation of Your Service Credit Claim. Service Credits are calculated

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

based on Your monthly Hosting Fee and do not apply to Your monthly Subscription Fees, Professional Services fees or any other fees charged by AUTOCENE.

5. SERVICE LEVEL AGREEMENT CLAIMS.

All Service Credit Claims must be made to AUTOCENE in writing or by email within ten (10) days of the end of the month in which You believe You are entitled to a Service Credit. Your Service Credit Claim must include all relevant information, including IP addresses, a full description of the incident, and any logs (if applicable). Valid Service Credit Claims will be credited in accordance with the procedures set forth in Section 4 above. In order to qualify for a Service Credit, You must be current on all payment obligations with AUTOCENE, and not be in violation of the terms of the Agreement.

The Uptime percentage is calculated as follows:

$$\frac{\text{Total number of minutes in the calendar month the Software for which You subscribed was available including Exclusion minutes and Planned Downtime minutes}}{\text{Total number of minutes in the calendar month}} = \text{Uptime}$$

Total cumulative Service Credits during any given month shall not exceed Your monthly Hosting Fees for that month.

6. EXCLUSIONS

The following circumstances shall constitute Exclusions:

- unavailability of the Software due to factors outside AUTOCENE's reasonable control;
- unavailability of the Software due to Your use of third-party hardware or software that caused the unavailability of the Software;
- unavailability of the Software due to Internet outages;
- unavailability of the Software due to force majeure events;
- unavailability of the Software due to Your use of the Software after AUTOCENE has advised You to modify Your use of the Software, if You have not modified Your use as advised;
- unavailability of the Software attributable to the acts or omissions of You or Your employees, agents, contractors, or vendors, or anyone gaining access to the Software by means of Your passwords or equipment;
- unavailability of the Software attributable any equipment or software provided by You or by anyone other than AUTOCENE;
- unavailability of the Software due to any breach by You of the Agreement or this Exhibit B; and
- Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within AUTOCENE's possession or reasonable control and denial of service attacks.

Disclaimer of Actions Caused by and/or Under the Control of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT AUTOCENE DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE HOSTING SERVICES PROVIDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH AUTOCENE WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, AUTOCENE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, AUTOCENE DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

7. PLANNED DOWNTIME INCLUDING SOFTWARE UPDATES AND UPGRADES

The service is designed to operate 24-hours per day and seven (7) days per week. Periodically, the system will be taken offline to permit AUTOCENE to conduct system maintenance, install Updates and Upgrades, and to provide other maintenance. When possible, this Planned Downtime is conducted between 9 PM, Eastern Friday through 8 AM, Eastern Monday. AUTOCENE will notify You with at least an eight (8) hour notice. If unavoidable, the Planned Downtime may occur at any time. Planned Downtime that occurs with at least an eight (8) hour notice, shall be consider an Exclusion.

8. MULTI-TENANCY AND DEDICATED INSTANCES

AUTOCENE MASTER SOFTWARE SUBSCRIPTION AND HOSTING AGREEMENT (MSSHA)

The Service may be configured as a Multi-Tenancy Instance or as a Dedicated Instance. For Multi-Tenancy Instances, Your Data will be segregated within a shared instance of the Database for such Multi-Tenancy Instance. For Dedicated Instances, You will obtain a dedicated instance of a Database and only Your Data will be contained within this Database. Your Order Form(s) will specify whether the Software for which You have subscribed is operating as a Dedicated Instance or a Multi-Tenancy Instance.

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.



Proposer Certifications

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.

Autocene

Organization

Kirk Deininger

Name

Chief Revenue Officer

Title

DocuSigned by:

Kirk Deininger

6/22/2021

Signature

BAE2D681927548C...

Date

45



Purchasing Solutions Alliance (PSA)
Request for Proposals 21-203
Proposer Certifications

Addenda 1

Addendum 1

RFP 21-203 eProcurement and Contract Management Solutions

Proposals for RFP 21-203 shall be submitted in paper format delivered to PSA at 3991 East 29th St, Bryan Texas.

Proposals shall be submitted in four complete printed sets including one Original and three Copies in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this RFP No., Offeror Name, and either "Original" or "Copy," as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies submitted with the Offeror's (paper response) proposal package. **Paper submissions must include a flash drive with the electronic version of the proposal.**

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

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

All required signatures must be provided in either electronic format on the flash drive or in ink on the paper set marked "Original."

DocuSigned by:
kirk Deining
BAE2D681927548C...

Addenda 2

Autocene agrees to Addenda 2

DocuSigned by:
kirk Deining
BAE2D681927548C...

AUTOCENE

A NEW ERA IN AUTOMATION

Autocene Passport

Rapid deployment of Micro-Applications in
Enterprise Environments

January 2020



AUTOCENE

Micro-Applications: Barriers to Adoption

Micro-applications offer tremendous advantages to the enterprise by making business processes more agile. Sadly, this scenario plays out too often in the enterprise: a business user takes for granted that an approval they seek in an email requires a time-consuming out-of-email experience in another application to complete.

Too expensive to rip and replace, these existing systems are too fragile, expensive or complicated to modify so organizations tolerate rather than innovate. Approve an expense report in an email? A micro-application can do that. Real-time updates and alerts realized from existing web-based dashboards? Yes—a micro-application can do that. Business users love them because micro-applications make life a little easier, simplifying the monolithic application environments they use every day.

So, what keeps micro-applications from proliferating? It is hard to make things easy. Micro-applications require that enterprise data interact bi-directionally with multiple enterprise applications. This is hard. Creating workflows, defining events, inputs, application logic and of course security require IT investment that typically renders such projects unfeasible. Autocene Passport changes this.

Autocene Passport—A closer look

The magic of Autocene Passport is that it breaks down processes into user-definable combinations of **Events, Inputs, Actions**, and **Outputs** that allow customers to take business process automation to a new level. Autocene Passport micro-applications react to a chain of events by performing these micro-functions executed by specialized Autocene Passport components called Connectors and/or Adapters.

One task could produce a PDF document, while another task picks up that document to move to DocuSign® for signature. These Connectors and Adaptors enable simplified creation of workflows, events, actions, and outputs in heterogenous application environments. The result is a much lower threshold to bring in developers and the ability to rapidly offer contained interfaces with specific functionality to business users.

This approach greatly enhances the use of your existing infrastructure as Passport-based Autocene micro-applications can now act as the single interface to a wide variety of your other enterprise applications (i.e. SAP, Oracle/PeopleSoft, Microsoft Dynamics & SharePoint). Using this method of enabling users to interact with other enterprise systems can substantially reduce licensing costs and significantly increase efficiency, productivity and adoption rates.

For clarity:

- Passport Tasks consist of Connectors and Adapters performing Events, Inputs, Actions and Outputs
- Autocene Passport micro-applications may consist of one or more Passport Tasks.
- These tasks can be autonomous, executed independently or chained together to perform more complex functions.

These Autocene Passport Tasks can connect disparate systems to each other in a similar manner. Each PASSPORT micro-application consists of 4 building blocks:

- 1) **Event Block:** These are the triggers that wake-up the Autocene micro-application. These can really be anything. A time of day, database event, file drop in a directory, an IoT device giving off a signal, a robot on a factory floor, or a message sent from another application.
- 2) **Input Block:** An input block is the material/content to be used within the task. We use the analogy that this is like the block of metal to be shaped into certain car parts for a production line. These inputs generally consist of familiar inputs like: Blank files, JSON, XML, application messages, configuration files, etc.
- 3) **Action Block:** An action block is the action required to perform to execute the task. Think of these as one robot putting wheels on a car, while another action / robot puts doors on the car. Passport applications can include one single action, or many actions. For every micro-application there must be one or more Action Blocks. Actions within an Action Block are executed and perform their functions in sequential order till completion.
- 4) **Output Block:** An output block states the output of what is being produced at the end of the chain of action blocks. Again, these outputs could be almost anything--a PDF file, an XML file, application message, email, etc. For every micro-application there must be one Output Block.

Autocene Passport enables customers to use micro-applications for a wide range of applications including:

- **AUTOMATED DOCUMENT CREATION:** Allow users to enter data into a form, allow that data to be reviewed by designated users, then integrate the form data into a word processing system, such as Microsoft Word, and deliver the document to the users ready to be sent to customer.
- **AUTOMATED DATA INTEGRATION WITH OTHER SYSTEMS:** Monitor the Autocene SQL Server database for data meeting customer-specified conditions. When the condition is met, Autocene Passport can integrate form data into the customer's other enterprise systems, such as ERP's CRM's, HRIS, Ticketing Systems, Document or Content Management System.
- **AUTOMATED REPORT GENERATION AND DELIVERY:** Autocene Passport can automatically create reports based on the customers specifications and requirements and deliver those real-time reports to variable users without the need for human intervention.
- **AUTOMATED WORKFLOW INITIATION:** Allows new workflows to automatically launch based upon specific occurrences within other systems. Examples could include monitoring a temperature device and automatically initiating a new workflow when the temperature variances exceed pre-determined levels.
- **CAPTURE AND ESCALLATION OF INCOMING EMAIL:** Monitoring specified email accounts to determine if arriving emails meet specified parameters. In which case, take parse the email content into specific elements and automatically route the email content based upon customer-specified rules.
- **AUTOMATE DOCUMENT STORAGE AND ARCHIVING:** Enable workflows that include attachments to store these attachments in an alternate location, such as a

Document or Content Management system, an alternate enterprise application, a simple file share location, and others.

- **AUTOMATED DOCUMENT TRANSFORMATIONS:** Allows for complex document transformations, aggregations, reformatting etc.
- **GENERAL AUTOMATED MONITORING AND SUPERVISORY:** Allows for reacting to the certain events in monitored environment, executing and performing specific predefined activities.

Autocene has worked with IT Architects and Business users to include and perfect the functionality required to make rapid deployment and day to day use by the business of micro-applications. Passport functionality includes:

- **SERVICE MANAGEMENT AND CONFIGURATION UI:** Configurability is one of the key features of Passport, allowing custom configurable adapters. The connector framework provides a pluggable architecture where custom adapters can be introduced dynamically.
- **DATA PROTECTION:** Encryption and decryption for configurable text values is provided as part of the connector data protection services.
- **EVENT NOTIFICATION AND SCHEDULING:** Connector modules can subscribe to an event notification service that will allow them to run and execute their desired task in a scheduled fashion.
- **PERSISTENT CONNECTOR CONFIGURATION:** The persistency of connector configuration is provided by the connector configuration. Any configurable component is written into a file, after being it is configured using the Connector Task Configuration user interface.
- **INPUT AND OUTPUT POINTS IMPLEMENTATION:** Default implementations for reading an input from a file and writing an output into a file are included with the connector framework. Custom connector adapters can also provide extended implementations for different type of input and output mechanisms.
- **LOGGING:** Autocene Passport provides a mechanism for automated file logging.
- **XSLT TRANSFORMATION ACTION:** AUTOCENE PASSPORT provides default implementation for an XSLT based transformation action.

In addition, Autocene Passport is and works as multi-tenant environment, and all Passport configurations are transferrable through exchange of the XML configuration files. Autocene Passport configurations can be stored within an SQL database and Autocene Passport Adapters process and exchange messages based on an XML data stream. Finally, Autocene Passport can be delivered as component of Autocene WebAdmin (Web Application) or Windows Service.

Conclusion

Autocene removes long-standing barriers to enterprise-adoption of micro-apps. Using Passport's low-code approach, Autocene micro-apps can be quickly imagined, prototyped, tested and deployed, fundamentally changing the culture of an organization. IT departments can offload the creation, care and feeding of certain workflows to the business users—freeing IT to develop and deploy even high-value projects. Innovation granularity is diminished. Permission to imagine and create micro-apps enable business users to micro-innovate. With the right tools, the sum of these micro-innovations can be world-changing.

Discover Autocene

Autocene Enterprise Automation Platform give customers the flexibility of a Code-Free Application Development Platform, combined with the power of an Intelligent Process Automation solution. It gives enterprises the ability to rapidly deploy fully configurable Autocene “Workcenes” that are capable of automating even the most complicated business processes.

Autocene Workcenes improve productivity by automating both high value, mission critical processes and eliminating time consuming repetitive tasks. **Autocene** makes both Attended, Semi-Attended & Unattended automations easy, freeing end users and adding value to your organization’s critical processes & bottom line. All with no developers needed!

Autocene Passport bidirectionally integrates data with any of your existing Enterprise applications & databases (On-Premise or Cloud Hosted). Data can seamlessly travel to and from multiple disparate systems and/or **Autocene Workcenes**, monitoring databases and automating integrations, centralizing data for end users & eliminating time-consuming manual data entry.



AUTOCENE

A NEW ERA IN AUTOMATION

Autocene Enterprise Premier Support Datasheet



Effective: November 2019

Our Enterprise Premier Support plan is a comprehensive package constructed to meet the ongoing needs of our large and global enterprise customers, especially those customers who have mission-critical applications & automations built on the Autocene platform. This robust collection of services and solutions gives a superior level of dedicated support that is personalized to your organization's needs. As an Autocene EPS customer, you will receive direct access to the right level of product knowledge, enablement resources and personal assistance needed to accelerate your strategic business outcomes.

Key Benefits Include

- 24x7 global support for Severity Level 1 issues
- Rapid Response times to minimize downtime
- Proactive monitoring and preventative support
- Access to self-service support resources
- A dedicated Customer Success technical resource focused solely on your business
- Enablement resources to help drive user adoption

At a Glance

We are committed to continuously delivering the enterprise-class, global service your organization deserves. We always have a single objective in mind – your success. Autocene Customer Support allows you to choose the right level of ongoing assistance you need to get the value you expect from our solutions. Our world class global support model is there to help your team, no matter when, where or how you want to engage – whether it's email, phone call or even a text message, our devoted Technical Customer Success team is here to help!



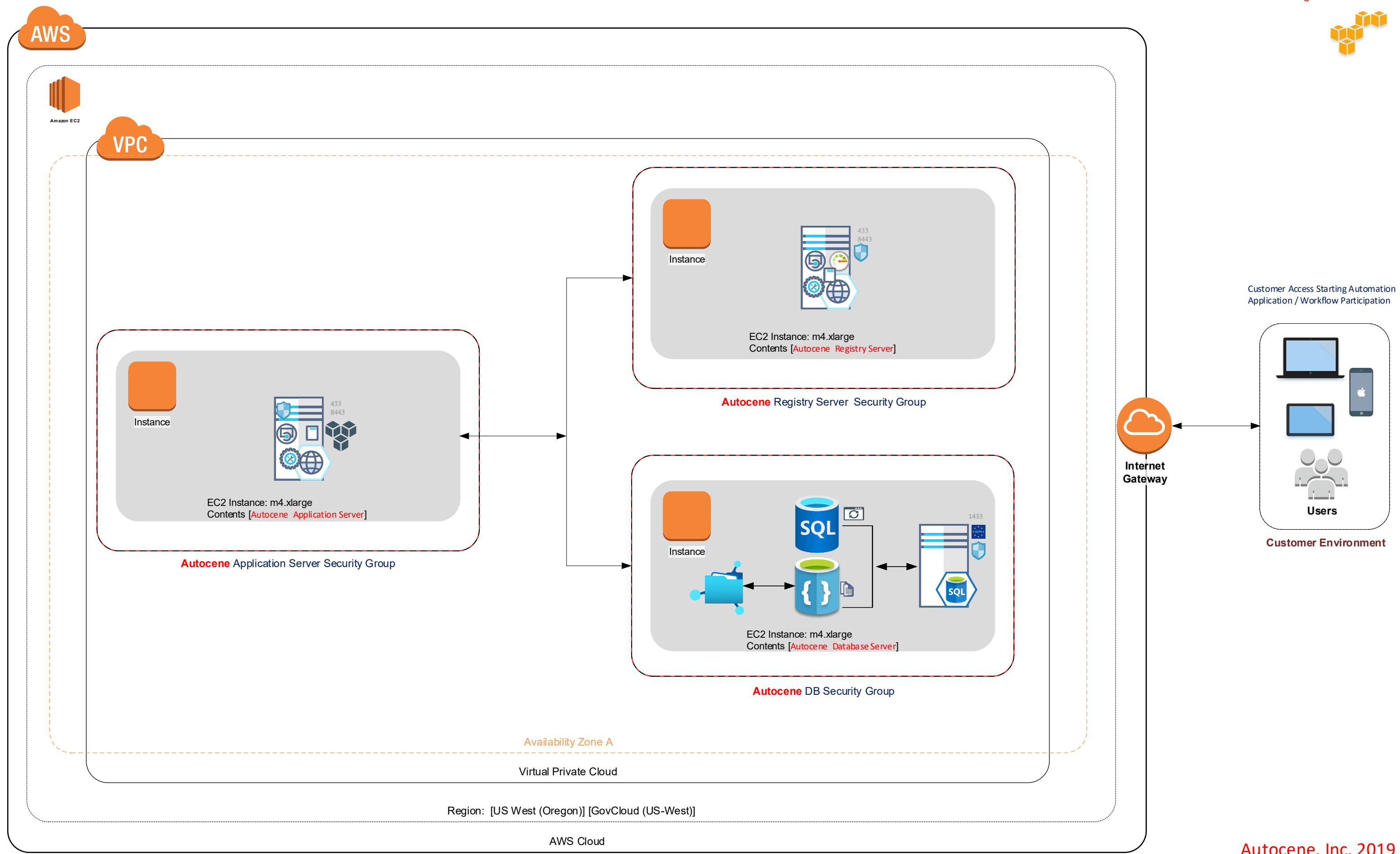
	FEATURES	INCLUDED
GUIDANCE	Technical Customer Success Team Dedicated resource and first point of contact for any technical questions or support issues	✓
	Autocene Support Center Self-service resources to find answers, access the Support Community or submit a case	✓
SUPPORT	System Availability Monitoring 24/7 access to real-time system status and notifications	✓
	Online Case Management Submit cases and view the status online	✓
	Target Initial Response Time A 2-hour response time for new cases submitted by Enterprise Premier customers	2 hours
	Global Emergency Support A 30-minute response time for Severity 1 technical incidents	30 min.
	Proactive Monitoring Ongoing tracking and review of cases opened to identify trends, possible issues, or opportunities for improved use of Autocene	✓
	Customer Success Team Access 24/7 email support for your important Autocene applications	✓
	Live Phone Support Ability to speak to our Customer Success Team 24/7 to address technical questions and account support	✓
	Escalated Support Direct access to a senior technical resource as part of our standard escalation process	✓
	Third-Party Software Support Support for Autocene integrations or pre-built connectors such as Salesforce, Oracle or Microsoft	✓
	Personalized Administration Course Master the features & functionality to manage your Autocene apps	✓

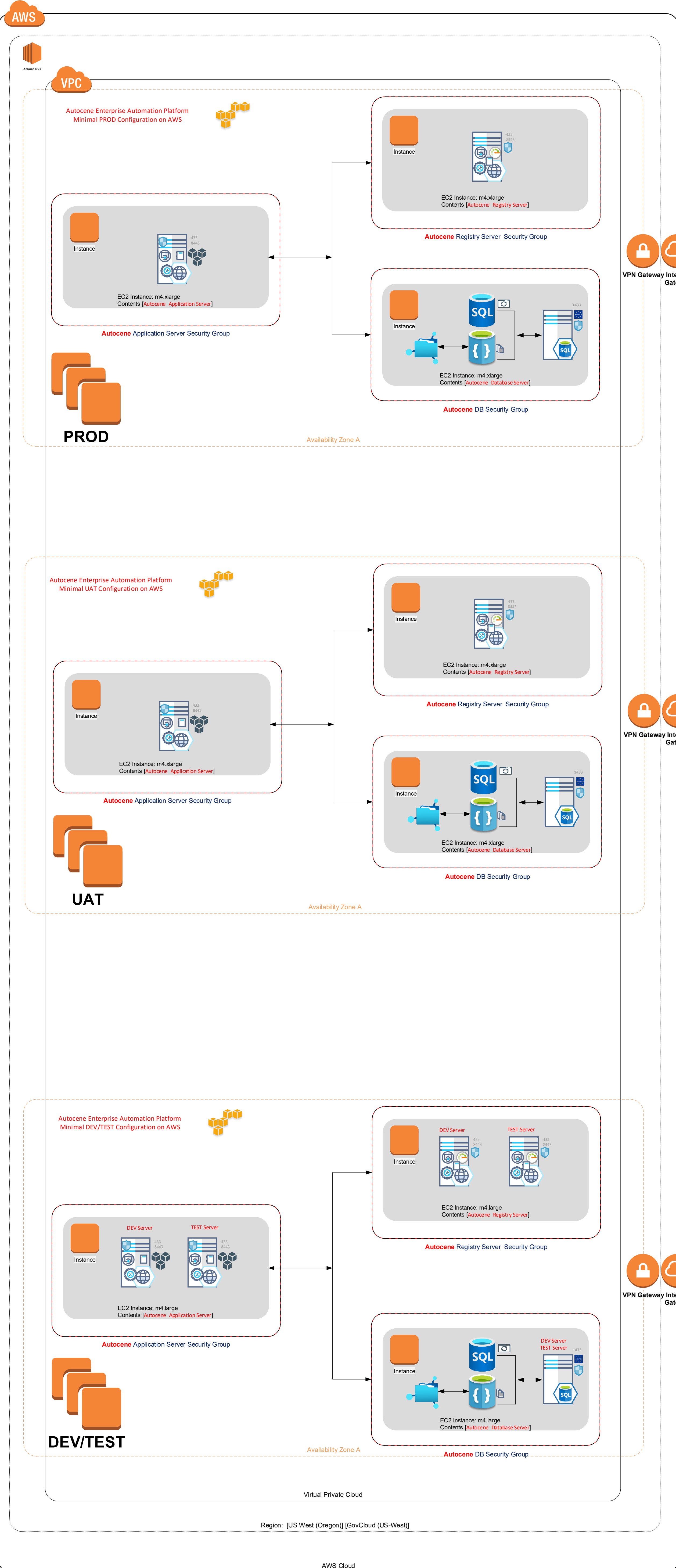


Accelerate Outcomes with our Technical Customer Success Team

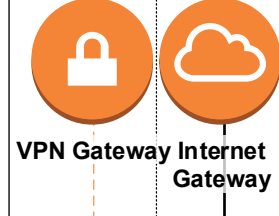
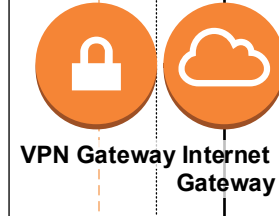
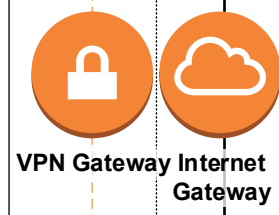
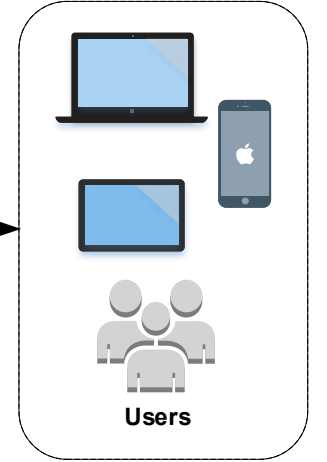
With our Enterprise Premier Support plan, enterprise customers rely on our Technical Customer Success Team to advocate for requested enhancements, prepare for new releases and rollouts, and manage critical time-sensitive issues for faster resolution. Equipped with deep product & technical knowledge and best practices, our Technical Customer Success Team members work directly with you to accelerate the optimal outcomes and get your teams back to work sooner.

- A dedicated voice and advocate within Autocene (including Support, Professional/Consulting Services, etc.)
- Trained on your specific use cases, workflows and technology
- Technical advisor for Passport enabled APIs, pre-built connectors and other advanced features
- Go-to resource for complex troubleshooting, issue reporting, bug fixes and escalations





Customer Access Starting Automation Application / Workflow Participation



Contract 21-203-ATC
Exhibit B: RFP 21-203



www.bvcog.org

REQUEST FOR PROPOSALS

21-203

eProcurement and Contract Management Solutions

PROPOSALS TO BE SUBMITTED BY:

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

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

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

OR

PAPER RESPONSES MAY BE DELIVERED TO:

Purchasing Solutions Alliance

3991 E. 29th Street

Bryan, Texas 77802

Request for Proposals

eProcurement and Contract Management Solutions

Table of Contents

1. Introduction
2. Technical Specifications and Scope of Work
3. Pricing
4. Vendor Performance Under Cooperative Contract
5. RFP Administration
6. Contract Administration
7. Definitions, Abbreviations, and Acronyms
8. PSA Terms and Conditions
9. Insurance Requirements for PSA Vendors
10. Proposal Evaluation
11. Instructions for Preparing Proposal

Attachments:

- A - Proposer_Certifications
- B - Certificate_of_Interested_Parties
- C - Conflict_of_Interest_Questionnaire
- D - Offeror_Acknowledgement_&_Certification_Form
- E - Sample Contract

INTRODUCTION

Summary

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

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

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

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

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

Background

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

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

Contact Information

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

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

Susan Lightfoot

Purchasing Director

3991 EAST 29TH ST

Bryan, TX 77802

Email: susan.lightfoot@bvcog.org

Phone: [\(979\) 595-2801](tel:(979)595-2801) Ext: 2035

Department:

Procurement

Department Head:

Susan Lightfoot

Program Administrator

Timeline

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

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

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

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

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

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

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

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

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

Products and Services

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

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

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

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

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

Offered Product Item Variances

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

Industry Standards

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

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

Product Notices

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

Manuals

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

PRICING

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

Cost Proposal

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

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

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

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

Complete Pricing

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

Auditable Pricing

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

Annual Price Audits

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

Negotiated Prices for Individual Customers

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

Sales Tax

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

PSA Administrative Fee Inclusive

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

Product and Price Changes

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

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

VENDOR PERFORMANCE UNDER COOPERATIVE CONTRACT

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

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

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

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

Minimum Order

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

Ordering/Billing

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

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

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

Invoicing

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

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

PSA Administration Fee

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

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

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

Monthly Reporting

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

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

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

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

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

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

Customer Service Representative

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

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

Marketing and Publicity

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

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

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

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

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

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

Use of Logo

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

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

Additional Performance Under Contract

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

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

RFP ADMINISTRATION

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

Questions and Answers about this RFP.

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

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

Revisions to the RFP

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

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

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

RFP Change Requests

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

Vendor Point of Contact

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

Offeror's Responsibility

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

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

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

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

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

Ownership of Documents

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

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

Best Value Standard

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

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

PSA Rights Reserved

PSA reserves the following rights with regard to the RFP:

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

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

Open Competition

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

Specific Descriptive References

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

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

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

CONTRACT ADMINISTRATION

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

Contract Term

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

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

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

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

Contract Administrator

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

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

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

Contract Changes

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

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

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

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

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

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

- A. Documentation that specifies the new product

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

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

Estimated Usage

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

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

DEFINITIONS, ABBREVIATIONS, AND ACRONYMS

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

Advertisement

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

Award

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

Brazos Valley Council of Governments (BVCOG)

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

Competitive Procurement

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

Contract

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

Contractor

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

End User

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

FOB Destination Point

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

FOB Shipping Point

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

Goods

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

Lowest Responsible Offeror

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

Member

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

Offeror

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

Purchase Order

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

Purchase Requisition

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

Purchasing Solutions Alliance (PSA)

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

Request for Proposals

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

Services

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

Vendor

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

PSA TERMS AND CONDITIONS

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

Basic Requirements and Conditions

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

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

PSA reserves the right to:

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

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

Non-Binding Oral Comments

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

Force Majeure

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

Order of Precedence and Award of Contract

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

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

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

Subcontracting

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

General Liability/Indemnification

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

Licenses & Permits

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

Drug Free Workplace

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

Anti-Discrimination

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

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

Historically Underutilized Business (HUB) Participation

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

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

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

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

Court Jurisdiction

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

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

Non-Resident Reciprocal Sales Act

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

Offeror Certifications and Acknowledgement

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

Legal and Contractual Remedies

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

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

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

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

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

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

INSURANCE REQUIREMENTS FOR PSA VENDORS

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

Commercial General Liability Insurance

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

Workers' Compensation Insurance & Employers' Liability Insurance

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

Business Automobile Liability Insurance

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

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

Contractor's Insurance to be Primary

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

Deductibles, Coinsurance Penalties and Self-Insured Retention

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

Right To Review and Adjust

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

Subcontractor's Insurance

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

Certificate of Insurance

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

Cancellation of Coverage

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

PROPOSAL EVALUATION

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

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

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

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

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

INSTRUCTIONS FOR PREPARING PROPOSAL

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

Signature Authority

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

Electronic or Paper Response

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

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

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

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

Additional Response Requirements

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

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

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

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

Required Attachments

The following attachments are required with your proposal submission:

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

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

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

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

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

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

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

Technical Response

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

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

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

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

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

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

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

Section 5 - Cost Proposal: The Cost Proposal should clearly illustrate the price breakdown of all products services and any related expenses associated with the contract.

Section 6 - Vendor Qualifications: Briefly describe your company's history and experience in the industry. Describe your core values and business philosophy. Indicate what differentiates your company from its competitors.

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

Section 7 - Staff Assigned to the Account: Describe the staff proposed to manage a potential PSA contract and their experience supporting similar scopes of work.

Section 8 - Marketing Strategy: Describe in detail how you will effectively market any potential PSA contract nationally and meet the requirements outlined in the RFP.

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

Section 9 - PSA Administrative Fee: Confirm the percentage amount and calculation of the PSA Administrative Fee. Offerors are encouraged to propose alternative methods of assessing and calculating administrative fees to PSA based on industry standards and company policy.

Section 10 - Exceptions to RFP: Identify any exceptions the vendor has taken to the requirements of this RFP, the contract or any other attachments.

[Withdrawal or Modification of Responses](#)

Once received by PSA, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing and on Offeror's formal letterhead. Responses and requests for modification received after the submission deadline will not be accepted.

Confidential/Proprietary Materials

PSA uses its best efforts to follow the intent of Chapter 552 of the Texas Government Code, the Public Information Act (the "Act") in regards to information, documentation, and other material in connection with this solicitation. If Offeror's proposal contains material noted or marked as "confidential" and/or "proprietary", and that material in PSA's sole opinion meets the disclosure exemption requirements of the Act, then that information will not be disclosed pursuant to a request for public documents. If PSA does not consider such material to be exempt from disclosure under the Act, the material may be made available to the public regardless of the notation or markings. If an Offeror is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the Act, then it shall not include such information in the proposal.

Terms and Conditions Attached to Response

eProcurement and Contract Management Solutions Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

RFP 21-203 eProcurement Solutions Proposer Certifications

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

Certification 1. LEGAL AUTHORITY

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

Certification 2. APPLICABLE LAWS

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

Certification 3. RELEASE

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

Certification 4. CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

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

Certification 5. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS

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

Certification 6. BYRD ANTI-LOBBYING AMENDMENT

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



Certification 7. TRAFFICKING VICTIMS PROTECTION ACT

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

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

Certification 8. CERTIFICATION NOT TO BOYCOTT ISREAL

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

Certification 9. COMPUTER EQUIPMENT REYCLING PROGRAM

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

Certification 10. CONTRACTING INFORMATION RESPONSIBILITIES

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

Certification 11. ANTITRUST AFFIRMATION

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

Certification 12. DEALINGS WITH PUBLIC SERVANTS AFFIRMATION

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



Certification 13. E-VERIFY PROGRAM

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

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

Certification 14. EXCLUDED PARTIES

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

Certification 15. FALSE STATEMENTS

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

Certification 16. FOREIGN TERRORIST ORGANIZATION

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

Certification 17. NO CONFLICTS OF INTEREST

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

Certification 18. AMERICANS WITH DISABILITIES ACT

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

Certification 19. DRUG-FREE WORKPLACE

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

Certification 20. EQUAL EMPLOYMENT OPPORTUNITY

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

Certification 21. FEDERAL OCCUPATIONAL SAFETY AND HEALTH LAW

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

Certification 22. IMMIGRATION

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



Certification 23. LEGAL AND REGULATORY ACTIONS

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

Certification 24. LIMITATION ON AUTHORITY

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

Certification 25. MEDIA RELEASES

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

Certification 26. NO FELONY CRIMINAL CONVICTIONS

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

Certification 27. NO IMPLIED WAIVER

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



Certification 28. NO THIRD-PARTY BENEFICIARIES

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

Certification 29. PERMITS, CERTIFICATIONS, AND LICENSES

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

Certification 30. PROMPT PAYMENT

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

Certification 31. REFUND

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

Certification 32. SURVIVAL

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

Certification 33. UNFAIR BUSINESS PRACTICES

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

Certification 34. WAIVER OF CONSEQUENTIAL DAMAGES

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

Certification 35. NO FINANCIAL INTEREST OR OTHER CONFLICT

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



Certification 36. FELONY CONVICTION NOTIFICATION

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

Certification 37. NON-COLLUSIVE RESPONSE

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

Certification 38. NON-BIASED SPECIFICATIONS

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

Certification 39. SUSPENSION AND DEBARMENT

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

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

Certification 40. LICENSING AND PERMITS

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

Certification 41. FRANCHISE TAX

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



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

Organization

Name

Title

Signature

Date



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

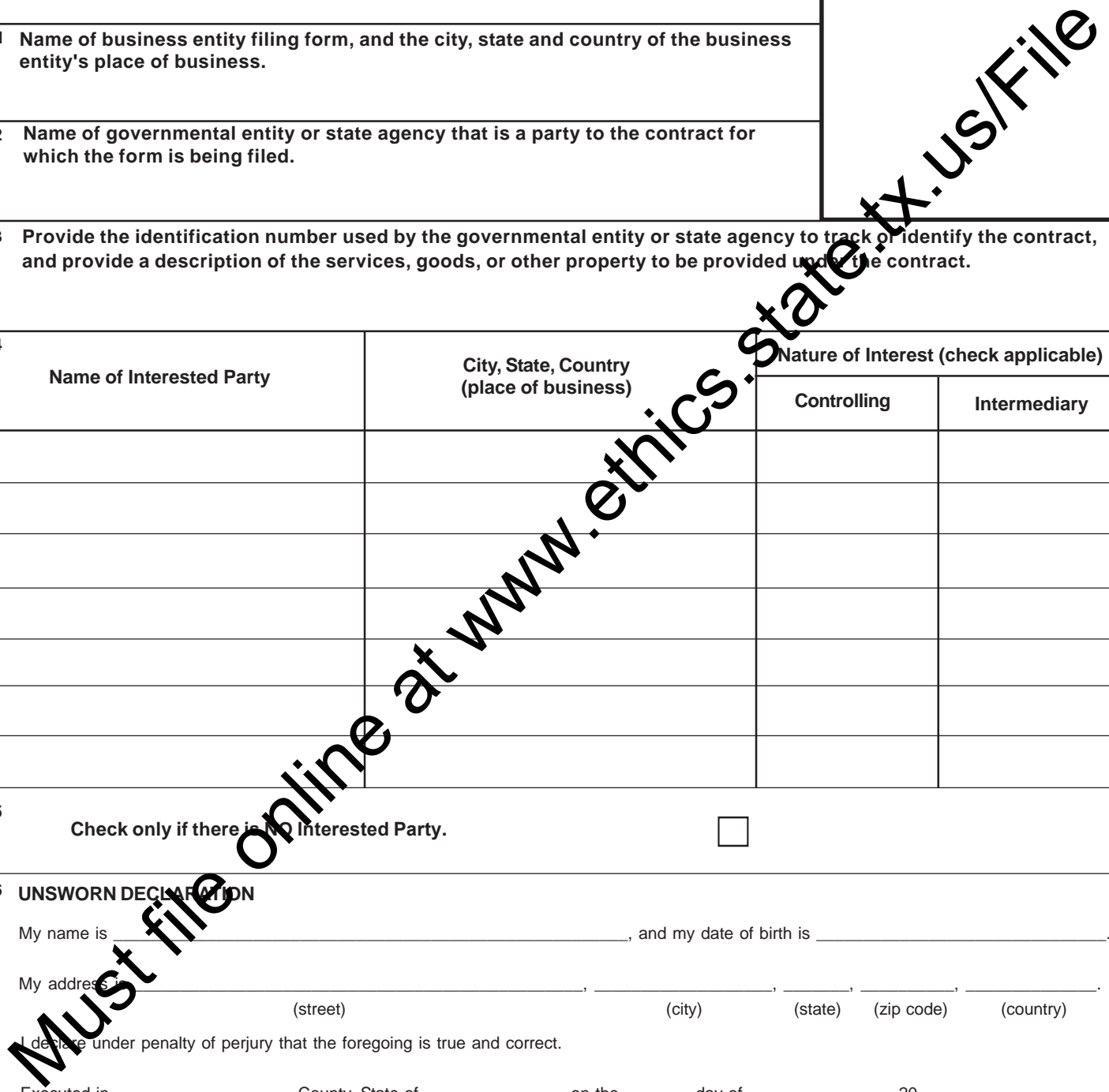
My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Offeror Acknowledgment & Certification

RFP No. 21-203

Invitation Title: eProcurement Solutions
_____Offeror Company: _____
(Legal name of business which will appear on contract, if awarded)

Contract Signatory: _____

Title: _____

Mailing Address: _____

Physical Address: _____

Phone: _____

Email: _____

Federal ID No.: _____

Web Page URL: _____

Proposal Contact Information

Contact Person: _____

Phone: _____

Email: _____

Underutilized/Disadvantaged Business (HUB / DBE) InformationOwnership - 51% or more: Non-HUB/DBE HUB DBE

Estimated number of subcontractors who would participate in any contract:

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

Certification

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

Signature: _____

Title: _____

Printed Name: _____

Date: _____

SAMPLE CONTRACT

This is a sample of the contract that will be sent to you for execution if you are recommended for a contract award. It should NOT be completed and returned with your Response.

A CONTRACT BETWEEN PURCHASING SOLUTIONS ALLIANCE, Bryan, Texas AND _____

This Contract is made and entered into by PURCHASING SOLUTIONS ALLIANCE, hereinafter referred to as PSA, having its principal place of business at 3991 East 29th St., Bryan, Texas 77802, AND _____, hereinafter referred to as the CONTRACTOR, having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ the "Contract", subject to extension upon mutual agreement of the CONTRACTOR and PSA. PSA enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of _____ offered by the CONTRACTOR. The CONTRACTOR agrees to sell _____ through the PSA Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence: 1) The text of this Contract form, 2) Exhibit A, CONTRACTOR's Response to RFP No: 21-203, including but not limited to, prices and options offered and finally negotiated and attached, and 3) Exhibit B, RFP No: 21-203, including any relevant addenda. All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

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

ARTICLE 4: APPLICABLE LAWS

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

ARTICLE 5: INDEPENDENT CONTRACTOR

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

ARTICLE 6: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to PSA. PSA reserves the right to accept or reject any such change. CONTRACTOR shall

continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. PSA shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. PSA, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that PSA's duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 8: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the RFP requirements. If CONTRACTOR fails to submit to PSA in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 9: SEVERABILITY

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

ARTICLE 10: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of the Brazos Valley Council of Governments (BVCOG) or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of BVCOG. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with BVCOG's final decision.

ARTICLE 11: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify PSA described in Article 12, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall

repay upon demand to END USER any amounts determined by PSA, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 12: LIMIT OF PSA'S LIABILITY AND INDEMNIFICATION OF PSA

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

ARTICLE 13: TERMINATION FOR CAUSE

PSA may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that PSA shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then PSA may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 14: TERMINATION FOR CONVENIENCE

PSA may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR.

ARTICLE 15: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

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

ARTICLE 16: GOVERNING LAW & VENUE

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

ARTICLE 17: PAYMENT OF PSA FEE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable three (3) % PSA Administrative Fee. The Administrative Fee on all Contractor sales made pursuant to the PSA contract is to be calculated by multiplying the total billed amount by 3%. Contractor will remit the total Administrative Fee due with the monthly report as required and stipulated in Exhibit B – RFP No. 21-203. Any PSA fee collected by CONTRACTOR from END USERS, including END USERS without Interlocal Contracts, shall be paid

to PSA by CONTRACTOR. CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal Contracts with PSA. PSA reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit PSA's fee. In no event shall PSA have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 18: CHANGE OF CONTRACTOR STATUS

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

ARTICLE 19: VOLUME PRICING

The CONTRACTOR reserves the right to provide and negotiate volume discounts that are less than the prices shown in Exhibit A - CONTRACTOR's Response to RFP No. 21-203 to END USERS. In no case shall prices exceed those listed in Exhibit A.

ARTICLE 20: CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS

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

ARTICLE 21: BYRD ANTI-LOBBYING AMENDMENT

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

ARTICLE 22: TRAFFICKING VICTIMS PROTECTION ACT

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

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

ARTICLE 23: CERTIFICATION NOT TO BOYCOTT ISREAL

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

[SIGNATURE PAGE TO FOLLOW]

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

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

Date: _____, 2021

Michael Parks Executive Director or Designee – **Brazos Valley Council of Governments**

Attest for the **Brazos Valley Council of Governments**, Bryan, Texas:

Date: _____, 2021

Susan Lightfoot, Program Manager or Designee – **Purchasing Solutions Alliance**

(Notary section)

PSA Contract No. 21-203 between PSA/BVCOG & CONTRACTOR.

The State of Texas, County of Brazos

Before me, a Notary Public, on this day personally appeared Michael Parks and Susan Lightfoot, known or proved to me to be the persons whose name is subscribed to the forgoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 2021

Notary Signature

Notary Public, State of Texas

(PERSONALIZED SEAL)

Signed for CONTRACTOR:

Printed Name & Title: _____

Signature: _____ Date: _____, 2021

Attest - Printed Name & Title: _____ Date: _____, 2021

Attest - Signature: _____ Date: _____, 2021

(Notary section)

PSA Contract No. 21-203 between PSA/BVCOG & CONTRACTOR.

The State of _____, County of _____

Before me, a Notary Public, on this day personally appeared _____, known or proved to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 2021

Notary Signature

Notary Public, State of _____

(PERSONALIZED SEAL)

Addendum 1

RFP 21-203 eProcurement and Contract Management Solutions

Proposals for RFP 21-203 shall be submitted in paper format delivered to PSA at 3991 East 29th St, Bryan Texas.

Proposals shall be submitted in four complete printed sets including one Original and three Copies in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this RFP No., Offeror Name, and either "Original" or "Copy," as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies submitted with the Offeror's (paper response) proposal package. **Paper submissions must include a flash drive with the electronic version of the proposal.**

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

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

All required signatures must be provided in either electronic format on the flash drive or in ink on the paper set marked "Original."

