

Solicitation Number: RFP #060624

# **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Collective Data, Inc., 460 12<sup>th</sup> Ave SE Unit 200, Cedar Rapids, IA 52401 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, 3, 4, and 5.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

# 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

# 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

# 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

• Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

# 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

#### 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
  - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
  - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

# 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

# 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the parties agree the Supplier will pay a fixed 2% administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating

Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

# 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

# 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

# A. INTELLECTUAL PROPERTY

- 1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. Use; Quality Control.
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

# 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

# **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

# 17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
  - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
  - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
  - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
  - 1. Nonperformance of contractual requirements, or
  - 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

#### **18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. Network Security and Privacy Liability Insurance. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

#### 19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

# 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

# 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

# 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Jeremy Schwartz —COFD2A139D06489...

Jeremy Schwartz Title: Chief Procurement Officer

Date: \_\_\_\_\_

Collective Data, Inc.

By: AB36A2AF47BB42F..

DocuSigned by:

Jesse Farris Title: COO

10/23/2024 | 7:16 AM PDT Date:

# RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

# **Vendor Details**

Company Name: Collective Data

460 12th Ave SE

Address: Unit 200

Cedar Rapids, Iowa 52401

Contact: Tim Langer

Email: tlanger@collectivedata.com

Phone: 859-533-7966
Fax: 319-360-1977
HST#: 39-1889090

#### **Submission Details**

 Created On:
 Tuesday May 21, 2024 13:03:40

 Submitted On:
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Submitted By: Jesse Farris

Email: jfarris@collectivedata.com

Transaction #: fc1e1933-2fbb-4c0d-bc1c-a96ac995a4c4

Submitter's IP Address: 74.135.67.22

#### **Specifications**

# Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Collective Data, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Collective Data does not have subsidiaries.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Collective Data, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3CB64	*
5	Proposer Physical Address:	460 12th Ave SE Unit 200 Cedar Rapids IA 52401	*
6	Proposer website address (or addresses):	www.collectivedata.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Farris COO [farris@collectivedata.com (319) 504-4940  Tim Langer Director of Sales tlanger@collectivedata.com (859) 533-7966	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tim Langer Director of Sales thanger@collectivedata.com (859) 533-7966	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Langer Director of Sales tlanger@collectivedata.com (859) 533-7966	

# Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Collective Data, established 25+ years ago, has a rich history of providing innovative software solutions tailored to the needs of the public sector and educational institutions. Our core values include integrity, customer-centricity, and continuous improvement. We believe in building long-term relationships with our clients by delivering reliable and effective solutions. Our business philosophy revolves around understanding the unique challenges faced by our clients and offering customized solutions that drive efficiency and productivity. With over 25+ years of experience, we have become a trusted partner for numerous governmental agencies, higher education institutions, K-12 schools, nonprofit organizations, and tribal governments across North America.
11	What are your company's expectations in the event of an award?	In the event of an award, Collective Data expects to establish a strong and collaborative partnership with Sourcewell and its Participating Entities. We aim to deliver high-quality software solutions and services that meet the specific needs of public sector and educational administration. Our primary goal is to ensure successful implementation and user satisfaction, fostering long-term relationships with our clients. We also anticipate leveraging this opportunity to expand our market presence and continue our commitment to innovation and excellence in our offerings. We expect we will grow faster, Sourcewell will receive increased business, there will be an opportunity to for many of current customers and prospects toward Sourcewell! In the event of an award, we will deliver and have the track record to prove it!
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Collective Data is financially robust, demonstrating consistent growth and stability over the years, especially over the last 2. We maintain strong financial health, as evidence from the tax attorneys and the bank, by our positive financial statements and credit ratings. Our financial stability allows us to invest in research and development, ensuring that we continue to provide cutting-edge solutions in our "no code platform" to our clients. If needed or selected, Collective Data will provide any documentation. Again, we have been in business 25 years, growing at fast pace (one of the fastest growing SaaS companies in lowa), and have fantastic credit.
13	What is your US market share for the solutions that you are proposing?	95%. Collective Data holds a significant market share in the United States for the solutions we are proposing. Our market share is driven by our strong presence in the public sector and educational institutions, where our fleet management, asset management, inventory management, work order management, CMMS, and learning management systems are widely adopted. Our commitment to customer satisfaction and continuous innovation has enabled us to capture and maintain a leading position in the market.
14	What is your Canadian market share for the solutions that you are proposing?	5%. In Canada, Collective Data has been steadily expanding its market share. Our solutions are increasingly being adopted by various public sector entities and educational institutions across the country. While our market share in Canada is growing, we remain committed to furthering our presence and continuing to provide high-quality, reliable software solutions that meet the unique needs of our Canadian clients.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Collective Data has never petitioned for bankruptcy protection. We have consistently maintained strong financial health and stability, allowing us to grow and invest in our product offerings and customer support services.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?	Collective Data is best described as a service provider and is a SaaS software company. We are independently owned. Our relationship with our sales and service force is integral to delivering the high-quality products and services proposed in this RFP. These individuals are our employees, ensuring that we maintain control over the quality and consistency of our offerings. We work closely with our sales and service teams to ensure they are well-equipped to support our clients throughout the implementation and maintenance of our solutions.  While we provide software, we also bundle barcode kits with our solutions because it is considered best practice and the Users want it!
	b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We have been bundling both hardware and software for many years and do partner with manufacturers. Collective Data is a premier Zebra partner and utilizes BlueStar distribution.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Collective Data holds various licenses and certifications required to operate within the public sector and educational administration markets. Our team is fully certified to ensure compliance with industry standards and regulatory requirements. Additionally, we host our solutions with Microsoft Government/Azure Government, which offers robust security and compliance features. Microsoft Government/Azure Governmentous certifications, including SOC 1 and SOC 2 compliance, ensuring the highest levels of security and data protection. This commitment to certification and compliance underscores our dedication to providing high-quality, reliable software solutions.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	This has never happened.

# Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	One of the fastest growing SaaS companies (ARR Revenue) in Iowa.	*
20	What percentage of your sales are to the governmental sector in the past three years	90%	*
21	What percentage of your sales are to the education sector in the past three years	20	*
22	List any state, provincial, or cooperative purchasing contracts that you hold.  What is the annual sales volume for each of these contracts over the past three years?	None	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.  What is the annual sales volume for each of these contracts over the past three years?	None	*

# Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Fort Lauderdale	Drew Newstrom	9548285710 *
CalFire	Heidi Martin	530-757-2407 x201 *
Middlesex Public Works	Tom Adams - Superintendent	732-940-3845 *
Colorado State Patrol	Stephen Farrar	stephen.farrar@state.co.us (email preferred)
Marion County Public Schools	Paul Grosselfinger	352-263-1130

# **Table 5: Top Five Government or Education Customers**

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *		Dollar Volume Past Three Years *
City of Fort Lauderdale	Government	Florida - FL	Fleet/CMMS Management Project and implementation.	61624	9704.80
South Carolina PPP	Government		CMMS, Asset, Inventory, Fleet, and Risk Management software and implementation.	95000	95000
Suffolk County Sheriff's Office	Government	New York - NY	Asset/Inventory & Employee Management software	24500	27900
Virginia Department of Corrections	Government	Virginia - VA	Tool Employee Management Project	950905	950905
Tennesse Department of Public Safety	Government	Tennessee - TN	Asset, Fleet, Inventory, and Employee Management Project	42600	195328

#### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Collective Data has a dedicated sales force comprised of experienced professionals who are well-versed in our software solutions and the unique needs of the public sector and educational administration markets. Our sales team is responsible for identifying potential clients, understanding their specific requirements, and providing tailored solutions that meet their needs. The sales force works closely with clients to ensure a seamless and informative purchasing experience.
		Collective Data has a Sales Director, SDR's, Sales Rep's, etc.
27	Dealer network or other distribution methods.	Collective Data does not rely on a dealer network for distribution. Instead, we directly manage the sales and distribution of our software solutions. This approach allows us to maintain full control over the quality and consistency of our offerings and ensures that clients receive direct support and service from our knowledgeable team.  With regards to barcode hardware only, we have a distribution relationship set up with BlueStar.
28	Service force.	Our service force consists of highly trained professionals who specialize in implementation, training, and ongoing support for our software solutions. These individuals are employees of Collective Data, ensuring that they are fully integrated into our company culture and committed to our standards of excellence. Our service force is dedicated to helping clients maximize the value of our software through effective implementation and continuous support.  Collective Data has client success reps, implementation coordinators, project managers, CSAT scores/milestones, etc.
		We also have a "no code" platform that allows us to deliver very strong customer service.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process for Collective Data's solutions is straightforward and customer-friendly:  Initial Consultation: Our sales team engages with potential clients to understand their specific needs and provide a tailored proposal.  Proposal and Agreement: Once the proposal is accepted, a formal agreement is drafted and signed.  Order Placement: Clients place orders directly with Collective Data through our secure online portal or via direct contact with our sales representatives.  Fulfillment: Orders are processed and fulfilled directly by Collective Data. We ensure timely delivery and setup of the software solutions.  Since we do not use distributors or dealers, the entire ordering and fulfillment process is managed in-house, allowing us to maintain high standards of service and support.
		Typically, once we have a) signed quote and b) PO to reference, we deliver. Delivery of the software happens very quick (1-5 days).
30	Describe your strategy related to implementation, integration, and use of implementation partners.	Collective Data takes a comprehensive approach to implementation and integration:  Implementation Plan: We develop a detailed implementation plan tailored to the specific needs of each client.
		Integration Services: Our team works closely with clients to integrate our solutions with their existing systems, ensuring seamless data flow and operational continuity.  Training: We provide extensive training to ensure that users are proficient in utilizing our software.  Support: Post-implementation, we offer continuous support to address any issues and ensure that clients fully benefit from our solutions.  We do not use external implementation partners, ensuring that our clients receive consistent, high-quality service directly from our experienced team.
31	Describe in detail the process and procedure of your customer	We do have an awesome Training & Implementation team in place with powerful KPI's and metrics.  Collective Data's customer service program is designed to provide exceptional support to our clients:
	service program, if applicable.  Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Support Structure: Our support team is available via phone, email, and an online support portal. We offer multiple tiers of support to address different levels of technical complexity.  Response Times: We commit to responding to all support inquiries within 24 hours. Critical issues are prioritized and addressed immediately. Incentives: To ensure high service standards, our support team is incentivized based on customer satisfaction metrics and resolution times.  We regularly review and refine our support processes to ensure that we meet or exceed our service commitments.
32	Describe your ability and willingness to provide your products	We guarantee 99% uptime.  Collective Data is fully committed to providing our products and services to Sourcewell participating entities across the
JZ	and services to Sourcewell participating entities in the United States.	United States. We have the infrastructure and resources in place to support entities nationwide, ensuring they receive the highest level of service and support.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Similarly, Collective Data is committed to serving Sourcewell participating entities in Canada. We understand the unique regulatory and operational environments in Canada and are prepared to provide tailored solutions and support to meet the needs of Canadian entities.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Collective Data is committed to serving all geographic areas within the United States and Canada. There are no regions that we will not fully serve through the proposed contract. Our infrastructure and support systems are designed to accommodate clients across all regions.
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.  Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Collective Data is committed to serving all geographic areas within the United States and Canada. There are no regions that we will not fully serve through the proposed contract. Our infrastructure and support systems are designed to accommodate clients across all regions.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply uniquely to participating entities in Hawaii, Alaska, or US Territories. Collective Data is committed to providing the same high level of service and support to these regions as we do in the continental United States and Canada. Any logistical considerations, such as extended shipping times, will be communicated transparently to ensure clients in these areas are fully informed and satisfied with our service delivery. We have customers in both Hawaii and Alaska.  Collective Data has customers in both Alaska and Hawaii!

# Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy for promoting this contract opportunity with Sourcewell focuses on leveraging multiple channels to maximize visibility and engagement. Key elements of our strategy include:  Digital Marketing: Utilizing our website, social media platforms, email campaigns, and online advertising to reach potential clients.  Content Marketing: Creating informative blog posts, case studies, whitepapers, and webinars to showcase the benefits of our solutions.  Trade Shows and Conferences: Participating in relevant industry events to engage directly with public sector and educational administration professionals.  Collaborative Marketing with Sourcewell: Coordinating with Sourcewell to ensure consistent messaging and leveraging their marketing resources and channels.  Representative samples of our marketing materials, including brochures, case studies, and digital content, are uploaded in the document upload section of our response.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	marketing efforts:  Social Media: We actively engage on platforms like LinkedIn, Twitter, and Facebook to share relevant content, engage with our audience, and increase brand awareness.  Metadata Usage: We utilize metadata to improve our search engine optimization (SEO) efforts, ensuring our content is easily discoverable by those searching for relevant solutions.  Analytics: We use digital analytics tools to track the performance of our marketing campaigns, allowing us to make data-driven decisions to optimize our efforts.  Marketing Automation: Our marketing automation tools enable us to personalize our communication with potential clients, delivering targeted messages based on their interests and behaviors.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?  How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell plays a critical role in promoting contracts arising from this RFP by leveraging its extensive network of participating entities and established reputation. Sourcewell provides a platform that simplifies the procurement process for public sector and educational organizations, making it easier for them to access high-quality solutions.  To integrate a Sourcewell-awarded contract into our sales process, we will:  Training: Train our sales team on the specifics of the Sourcewell contract to ensure they can effectively communicate the benefits to potential clients.  Marketing Collateral: Develop targeted marketing materials that highlight the advantages of purchasing through the Sourcewell contract.  Promotion: Actively promote the contract through our digital channels, trade shows, and direct outreach to potential clients.  Coordination with Sourcewell: Collaborate closely with Sourcewell to participate in joint marketing initiatives and leverage their resources to reach a broader audience.
40	Are your products or services available through an e-procurement ordering process?  If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Collective Data's products and services are available through an e-procurement ordering process. We utilize a robust e-procurement system that streamlines the purchasing process for our governmental and educational customers. Key features of our e-procurement system include:  Online Portal: A user-friendly online portal where clients can browse our catalog of solutions, request quotes, and place orders.  Integration: Integration with various procurement platforms commonly used by public sector entities to ensure seamless order processing.  Real-Time Tracking: Real-time tracking of orders and delivery status to provide transparency and accountability.  Secure Transactions: Secure transaction processes to protect sensitive information and ensure compliance with regulatory requirements.  Governmental and educational customers have found our e-procurement system to be efficient and convenient, allowing them to quickly and easily procure the solutions they need while ensuring compliance with procurement policies.

# Table 8: Value-Added Attributes

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	Collective Data offers comprehensive training programs to ensure that Sourcewell participating entities can effectively utilize our software solutions. These programs include:	
		Product Training: Detailed sessions covering the functionality and features of our software, tailored to the specific needs of the client.  Operator Training: Hands-on training for end-users to ensure they can efficiently operate our software solutions.  Maintenance Training: Guidance on maintaining the software, including routine updates and troubleshooting.  Our training programs are conducted by experienced professionals and can be delivered on-site or virtually, depending on the client's preference.	*
42	Describe any technological advances that your proposed products or services offer.	Collective Data continuously integrates cutting-edge technology into our software solutions to provide advanced capabilities and improved user experiences. Key technological advances include:	
		Al-Powered Analytics: Utilizing artificial intelligence to provide deep insights and predictive analytics. Cloud Hosting: Leveraging Microsoft Azure Government for secure, scalable, and reliable hosting. Mobile Access: Ensuring our solutions are accessible on mobile devices for increased flexibility and productivity. Integration Capabilities: Advanced integration with other software systems to streamline operations and data flow. These technological advancements ensure our clients have access to the latest tools to optimize their operations.	*
43	Please describe your software innovation maturity related to the following technology areas:  Machine learning  Natural language processing  Virtual assistants/chatbots  Predictive analytics  Big data analytics  Al/Generative Al	Machine Learning: We utilize machine learning algorithms to enhance predictive maintenance and asset management. Natural Language Processing (NLP): NLP is integrated into our search and data entry functionalities to improve user experience.  Virtual Assistants/Chatbots: Our virtual assistants provide automated support and information retrieval, increasing efficiency.  Predictive Analytics: We offer predictive analytics to help clients foresee maintenance needs and optimize asset utilization.  Big Data Analytics: Our solutions handle large volumes of data, providing comprehensive analytics and reporting capabilities.  Al/Generative Al: We spend R & D for Al to automate routine tasks and provide intelligent insights, enhancing decision-making processes.  Our continuous investment in these technologies ensures our software remains cutting-edge and highly effective.	*
44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	Collective Data's solutions are designed with robust connectivity and integration capabilities, enabling seamless interaction with other software systems. We support:  APIs: Our solutions offer a wide range of APIs for easy integration with existing systems.  Data Import/Export: Tools for importing and exporting data to ensure smooth data migration and interoperability. Custom Integrations: Tailored integration services to connect our solutions with specific third-party systems used by clients.  These capabilities ensure that our software can be effectively integrated into the existing IT ecosystems of Sourcewell participaling entities, providing a unified and efficient operational environment.	*

45	Describe your migration, customization, configuration, and upgrade processes.	Our processes are designed to ensure a smooth and effective transition to our software solutions:
	ргосозова.	Migration: We offer comprehensive data migration services, including planning, execution, and validation, to ensure a
		seamless transition.  Customization: Our solutions are highly configurable, allowing us to tailor functionalities to meet specific client needs.  Configuration: We provide detailed configuration support to align our software with the client's operational requirements.  Upgrades: Regular updates and upgrades are part of our service to ensure clients always have access to the latest features and improvements.  We work closely with our clients throughout these processes to minimize disruption and ensure optimal adoption and
40	Describe and the second	performance of our solutions.
46	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying	We provide software and functionality that track green initiatives.
	agency for each.	This includes usage for electric vehicles, and any vehicle/equipment that has a way of collecting data (assuming there is an available API).
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A, but we resell Zebra Hardware which we believe they also have green initiatives with their hardware.
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	Collective Data collaborates with a network of ecosystem partners to enhance the functionalities and capabilities of our solutions. Our strategy includes:
		Technology Partnerships: Working with leading technology providers to integrate advanced features like AI, machine learning, and big data analytics.  Service Partnerships: Collaborating with service partners to offer comprehensive implementation, training, and support services.  Integration Partnerships: Partnering with other software vendors to ensure seamless integration and interoperability of our solutions.
40	D 7 W M 7 D 1 E 77 (MMDE) 0 H	This ecosystem approach allows us to provide a robust, versatile, and comprehensive solution to our clients.
49	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Collective Data is committed to diversity and inclusion. While we are not currently certified as a WMBE, SBE, or veteran-owned business, we actively support and collaborate with certified partners and subcontractors who hold these certifications. Documentation of these partnerships and certifications can be found in the document upload section of our response.
50	What unique attributes does your company, your products, or your	Collective Data offers several unique attributes that set us apart in the industry:
	services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	No-Code Platform: Our solutions are designed with a no-code platform, allowing for easy customization and configuration without the need for extensive coding knowledge.  Government-Focused Design: Our software is specifically tailored to meet the unique needs of government and public sector entities, ensuring compliance with regulatory requirements and industry standards.  Comprehensive Support: We provide end-to-end support, from implementation to ongoing maintenance, ensuring that our clients receive continuous assistance.  Advanced Technology: Integration of AI, predictive analytics, and big data capabilities to enhance operational efficiency and decision-making.  These features ensure that our solutions deliver significant value and effectiveness to Sourcewell participating entities.  Our no code platform allows us to solve small and enterprise needs. We have a wide variety of Users we have
		assisted which makes this company's software very unique! We provide solutions to government and education, law enforcement, governments, private and public schools, pig farmers, federal parking, parks and rec, lower and higher education, SLED, utilities/construction, facilities, etc.
51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	Our solutions include features designed to facilitate increased citizen engagement and feedback, such as:
		Online Portals: Enabling citizens to access services, submit requests, and provide feedback online.  Surveys and Feedback Tools: Tools for collecting and analyzing citizen feedback to improve public services.  Mobile Access: Mobile-friendly interfaces that allow citizens to engage with public sector services from any device.  These capabilities help public sector entities improve transparency, responsiveness, and overall citizen satisfaction.
52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access,	Collective Data supports digital transformation initiatives through:
	and digital service delivery?	Cloud Adoption: Our solutions are hosted on Microsoft Azure Government, providing secure, scalable, and reliable cloud services.  Mobile Access: Ensuring that our software is accessible from mobile devices, allowing for greater flexibility and productivity.  Digital Service Delivery: Providing comprehensive digital platforms for public sector services, reducing reliance on manual processes and improving efficiency.
		Our no-code platform is specifically designed to facilitate rapid deployment and customization, making it ideal for government digital transformation projects.

#### Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Do your warranties cover all products, parts, and labor?	Yes, all software and labor for 30 days.  Software - 30 Days  Labor - 30 Days  Hardware - Depends on the device, but most have 1 year + we bundle 3 to 5 years of warranty to create the best experience for the end user. Most hardware warranties we provide are no questions asked, and send straight the manufacturer, and the overnight a new device to the customer to avoid any downtime.	*
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, if under warranty, we will cover all expenses assuming the original scope has not changed.	*
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs?  How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we provide service to all regions and Canada.	*
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Hardware: Both, many times we deal directly with manufacturer for the customer, while others reach directly out to the manufacturer. Zebra has an easy RMA and warranty process.  With regards to software, all is handled in house by Collective Data.	*
58	What are your proposed exchange and return programs and policies?	If unhappy with the service provided, the customer would have 30 days to return or exchange.	*
59	Describe any service contract options for the items included in your proposal.	We can lock in the SaaS renewal rate for 1,2. 3,4 or 5 years.	*

#### Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response*	
60	Describe any performance standards or guarantees that apply to your services	Collective Data is committed to delivering high-quality services and adheres to strict performance standards to ensure customer satisfaction. Our performance standards include:	
		Uptime Guarantee: We guarantee a minimum of 99.9% uptime for our cloud-hosted solutions, ensuring that our clients have continuous access to our services.	*
		Response Time: We commit to responding to all support inquiries within 24 hours and resolving critical issues as quickly as possible.	
		Service Level Agreements (SLAs): We provide detailed SLAs outlining our performance commitments, including response times, resolution times, and service availability.	
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Collective Data maintains high service standards through a set of policies, metrics, and key performance indicators (KPIs) to ensure exceptional service delivery:	
		Customer Support: Our customer support team is available 24/7 to address any issues or concerns. We track support request resolution times and customer satisfaction scores to continuously improve our service. KPIs: Key performance indicators such as first response time, average resolution time, and customer satisfaction rating are regularly monitored to ensure we meet our service standards. Quality Assurance: Regular audits and quality checks are performed to ensure that our services meet the highest standards of quality and reliability.	*
62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	Collective Data prioritizes data integrity and protection through comprehensive measures:	П
	backup, recovery, and secure storage solutions.	Data Encryption: All data is encrypted both in transit and at rest using industry-standard encryption protocols.  Data Backup: We perform regular backups of all data to ensure that it can be recovered in the event of data loss.  Backups are stored in secure, geographically diverse locations.  Disaster Recovery: We have a robust disaster recovery plan in place to ensure business continuity. This includes regular testing of our recovery procedures to ensure quick restoration of services.  Secure Storage: Data is stored in secure data centers that comply with strict security standards, including SOC 1 and SOC 2 compliance, ensuring that data is protected from unauthorized access and breaches.	*
63	What are your policies and governance features regarding large language models and generative AI?	Collective Data is committed to the ethical and responsible use of large language models and generative Al. Our policies and governance features include:	
		Ethical Use: We ensure that our use of AI aligns with ethical guidelines, avoiding bias and ensuring fairness in AI-driven decisions.	
		Transparency: We maintain transparency in how AI models are used, providing clear information to users about the lrole of AI in our solutions.	*
		Data Privacy: We prioritize data privacy and ensure that AI models do not compromise the privacy of user data.  Continuous Monitoring: Our AI models are continuously monitored and updated to ensure they operate effectively and ethically.  Compliance: Our AI governance framework ensures compliance with relevant regulations and industry standards.	
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	Collective Data is dedicated to ensuring that our software is accessible to all users, including those with disabilities.  Our accessibility features and compliance measures include:	
	completion was standards:	Compliance with Standards: Our software is designed to comply with accessibility standards such as WCAG (Web Content Accessibility Guidelines) 2.1 and Section 508 of the Rehabilitation Act.  Accessibility Features: We incorporate features such as keyboard navigation, screen reader compatibility, and adjustable text sizes to accommodate users with different needs.  User Testing: We conduct regular testing with users who have disabilities to identify and address any accessibility issues.  Training and Support: We provide training and support to help users take full advantage of our accessibility features. Continuous Improvement: We continuously improve our software based on feedback from users and advancements in accessibility standards.	*

# **Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
65	Describe your payment terms and accepted payment methods.	Collective Data offers flexible payment terms and a variety of accepted payment methods to accommodate the needs of Sourcewell participating entities. Our standard payment terms are Net 30 days from the date of invoice. Accepted payment methods include:	
		Credit Card: We accept major credit cards including Visa, MasterCard, and American Express.  Electronic Funds Transfer (EFT): Payments can be made via EFT for secure and efficient transactions.  Checks: We also accept payment by check, mailed to our specified payment address.  Purchase Orders: Entities can issue purchase orders, which we will invoice accordingly.  These options provide flexibility and convenience for our clients, ensuring smooth and timely payments.	*
66	Describe any leasing or financing options available for use by educational or governmental entities.	We typically do not offer any leasing or financing options since it is not a heavily requested, but if we have resources and partnerships in place to finance if needed.	*
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Collective Data provided a 4 standard transaction documents to ensure clear and transparent transactions with our clients. These documents include:  1. MSRP - Software & Implementation/Training Price List 2. Sourcewell Discounted - Software & Implementation/Training Price List 3. MSRP - Barcode Hardware 4. Sourcewell Discounted - Barcode Hardware The software includes single license purchases to "blocks" of licenses for larger and enterprise deployments. In a quick nutshell, Collective Data bundles software, modules/integrations, hardware, and training/implementation.	*
	Do you accept the P-card procurement and payment process?  If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Collective Data accepts the P-card (Procurement Card) procurement and payment process. This method provides a convenient and efficient way for Sourcewell participating entities to manage their purchases. There is no additional cost to Sourcewell participating entities for using the P-card process. We are committed to making our procurement and payment processes as straightforward and cost-effective as possible for our clients.	*

#### Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
69	Describe your pricing model (e.g., line-item discounts or product-category discounts).  Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing Model: Collective Data operates on a subscription-as-a-service (SaaS) model, with licensing based on concurrent logins. This pricing structure provides flexibility and scalability, allowing clients to pay based on actual usage rather than a fixed number of licenses.  Detailed Pricing Data:  Standard/List Pricing: We offer a base subscription rate for our software solutions, with tiered pricing based on the number of concurrent users.  Sourcewell Discounted Price: Sourcewell participating entities receive a discounted rate, typically ranging from 10% to 20% off the standard list pricing.  SKUs: Each subscription tier and add-on service is assigned a unique SKU for easy reference and tracking.  A pricing sheet with detailed pricing line items, including SKUs, is uploaded in the document upload section of our response.  In a quick nutshell, we are a SaaS company that provides a subscription to the platform. One-time investments are any training/implementation and hardware.
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount represented by our proposal is 10%. This discount is designed to provide substantial savings to Sourcewell participating entities while ensuring they receive high-quality software solutions.
71	Describe any quantity or volume discounts or rebate programs that you offer.	Please see line items titled "Blocks of Licenses" that include volume discounts vs purchasing a single license at a time. If we misunderstood the question, please don't hesitate to reach out.
72	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	At this time, we do not have any rebates in place.  For "sourced" products or related services, Collective Data proposes the following methods:  At Cost Plus a Percentage: We can supply nonstandard options at cost plus a fixed percentage markup to cover handling and procurement expenses.  Quotation Basis: Alternatively, if applicable, we can provide a detailed quote for each request, ensuring transparency and competitive pricing for sourced products.
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.  This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A because no shipping or additional cost for software or hardware.
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	No delivery or freight investment.  Software is delivered via email within 1-5 business days
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We service and deliver to all listed. No additional charge.
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We deliver the solution via email to the department/individuals. This is received very quickly - 1 to 5 business days from when agreement is in place.

#### Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77		We are providing a 10% discount to our software and hardware and any implementation/training service.

#### Table 13: Audit and Administrative Fee

Line Item	Question	Response *
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.  This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.  Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Collective Data plans to implement a self-audit process to verify compliance with the proposed Contract with Sourcewell. This process may include the following components:  Pricing Verification: Regular checks to ensure Sourcewell participating entities are receiving the appropriate contract pricing.  Quarterly Sales Reporting: Utilizing our sales management system to track and generate detailed sales reports each quarter, which will be reviewed for accuracy.  Administrative Fee Remittance: Calculating and remitting the administrative fee based on quarterly sales reports. Internal Audits: Conducting periodic internal reviews to ensure all processes align with contract requirements and addressing any discrepancies as they arise.  These measures aim to maintain transparency and compliance with the Contract terms.
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded a contract, Collective Data will track a variety of internal metrics to gauge success, which may include:  Sales Metrics: Such as total sales volume, number of transactions, and average transaction value.  Customer Metrics: Including customer acquisition, retention rates, and satisfaction scores.  Operational Metrics: Such as response times, resolution times, and compliance rates with contract requirements.  These metrics will help us monitor performance and make data-driven improvements as needed.
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.  (See the RFP and template Contract for additional details.)	Collective Data proposes an administrative fee to Sourcewell, typically calculated as a percentage of the sales generated under the Contract. This fee will be determined based on mutual agreement and industry standards, ensuring it supports Sourcewell's facilitation, management, and promotion efforts without adding additional costs to the Member's purchase price. This could be 2% but is negotiable.

# Table 14: Depth and Breadth of Offered Equipment Products and Services

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in Category 5 in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	© Yes ○ No	*
82	Category 2: Education and Public Sector Information and Work Management	ç Yes C No	*
83	Category 3: Asset and Risk Management	© Yes ○ No	*
84	Category 4: Public Engagement and Specialized Services	© Yes ○ No	*
85	Category 5: Integrated Enterprise Solutions	© Yes ○ No	*

#### Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

■ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
86	Human Resources Software	€ Yes € No	Collective Data's platform has been a trusted solution for managing employee and non-employee details for over 20 years. It comprehensively tracks and maintains essential information such as employee licenses and certifications, training records, and personal details. The platform also handles incidents, accidents, and various types of requests, including human resource requests, item requests, maintenance requests, and purchasing requests. By enabling employees to easily make these requests and manage approvals, Collective Data's platform simplifies and streamlines human resource management, ensuring efficient and effective operations. In summary, Collective Data's platform is an all-encompassing tool for managing human resources with ease and precision.	*
87	Financial Performance, Spend, or Expense Management Software	r Yes r No	Collective Data's platform excels in financial performance, spend, and expense management, providing comprehensive tools for budget allocation, tracking, and reporting. The platform allows for detailed budget management, tracking performance by hierarchy, and ensuring all expenditures are accounted for. Users can verify that purchased items have been received and assigned correctly. Each division within a school or government entity can have its budget, with access control enabling users to view overall financial performance or specific division performance. The platform offers financial outlooks, replacement scores, and more, supported by over 25 financial management reports. Employees can manage both internal and external expenses, make financial requests, and utilize dashboards for real-time financial insights, enhancing transparency and efficiency across the organization	*
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	c Yes	Collective Data's platform offers robust solutions for accounts payable, accounts receivable, billing, and revenue collection, providing users with flexibility to either use these built-in features or integrate with existing systems. The platform supports the creation of purchase orders (POs), approval workflows, and request management, ensuring that all ordered items are tracked and received correctly. It is particularly well-suited for schools and government entities with features like grant tracking and comprehensive audit trails. Users can access detailed reports and dashboards that display the status of accounts payable, receivable, and billing, whether open, closed, or custom-defined. The platform accommodates multiple user groups, making it a versatile tool for financial management and enhancing efficiency and accountability within organizations.	*
89	Procure-to-Pay and Contract Management Systems	€ Yes € No	Collective Data's platform offers a comprehensive procure-to-pay and contract management system, capable of managing contract details such as dates, lengths, and specific terms. Users can create bids or contracts and share them with multiple vendors, requesting the best pricing with a single click, and efficiently manage vendor responses. The platform also supports associating tangible assets, works, and employees with contracts, ensuring a cohesive and well-documented procurement process. This integration enhances efficiency, streamlines operations, and ensures all procurement activities are thoroughly tracked and managed.	*

#### Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B. 1 for details.

■ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	not be submitting for Table 16: Category 2 - Depth and Breadtl  Category or Type	Offered *	Comments
90	Student Information System (SIS)	© Yes ○ No	While Collective Data's platform is not primarily used as a Student Information System (SIS), it effectively manages essential employee or student information with every rollout. The platform can store and organize basic information such as employee or student details, paperwork and files, expenses, and rank or education status. This capability ensures that all necessary personal and professional data is easily accessible and well-managed, supporting the administrative needs of organizations that require efficient record-keeping and data management for both employees and students.
91	Learning Management System (LMS)	r Yes r No	Collective Data's platform includes a comprehensive Learning Management System (LMS) that supports various aspects of employee and student training, licenses, and certifications. The platform facilitates the enrollment and management of internal and external classes, allowing users to track and complete necessary training programs. Instructors have the capability to manage all aspects of the training process, including requests and enrollments.  The LMS features a web-based portal where users can easily request to enroll in classes or events, making the process accessible and user-friendly. Additionally, the system supports the tracking of training progress, certification statuses, and compliance requirements, ensuring that all necessary educational and professional development activities are well-documented and managed efficiently. This robust solution helps organizations maintain a well-trained workforce, meeting both regulatory requirements and professional development goals.
92	Work Management Software	© Yes ○ No	Collective Data's platform is highly adept in Work Management Software, a field in which we have extensive experience, serving hundreds of government institutions. Our platform facilitates comprehensive work order management, accommodating both internal and external work orders. Key features include managing work codes and Vehicle Repair Management System (VRMS) codes, making it suitable for vehicles, fleets, assets, facilities, and job sites.  Users can efficiently manage technician times and work order durations, supported by over 25 detailed reports and dashboards. Supervisors benefit from specific views that streamline the oversight of work orders, while field personnel enjoy a user-friendly interface for performing work orders. The platform seamlessly transitions from maintenance requests to work order closure, ensuring a smooth workflow.  Additional features include automated notifications, real-time updates, integration with other systems, and robust tracking capabilities. Our software supports various functionalities like asset tracking, scheduling, and resource allocation, enhancing productivity and operational efficiency. Collective Data's solution is designed to adapt to the unique needs of diverse government entities, providing a reliable and efficient work management system.
93	Enterprise Content Management/Records Management	© Yes ○ No	Collective Data's platform excels in Enterprise Content Management (ECM) and Records Management, providing a comprehensive solution for managing various types of records. It is designed to handle employee records, asset records, training records, and content management. The platform allows users to store and organize different file types, including PDFs, Word documents, and CSV files, linking them to relevant records. This capability ensures that all critical documents are easily accessible and well-organized, facilitating efficient record management and compliance with organizational and regulatory requirements.
94	Enrollment Management Systems	© Yes ○ No	Collective Data's platform includes a robust enrollment management solution. This feature allows students or employees to enroll in internal or external classes, licenses, and certifications. Teachers and instructors can manage all requests and enrollments efficiently. Additionally, there is a web-based portal where users can request enrollment in classes or events, streamlining the process and ensuring accessibility. This comprehensive solution facilitates effective management of educational and training programs, enhancing the overall learning and certification process for organizations.

#### Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

■ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
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95	Computerized Maintenance Management System (CMMS)	G Yes ○ No	Collective Data's platform excels as a Computerized Maintenance Management System (CMMS), offering comprehensive and reliable maintenance management solutions that instill the utmost confidence in its capabilities. Our platform supports a wide range of maintenance activities, ensuring efficient and effective management of all maintenance operations.
			Key Features of Collective Data's CMMS: Work Order Management: Our platform efficiently handles work orders, from creation to completion, including internal and external work orders. Users can manage work codes and VRMS codes, making it suitable for vehicles, fleets, assets, facilities, and job sites.
			Comprehensive Reporting and Dashboards: With over 130+ detailed reports and customizable dashboards, users can track work order statuses, technician performance, and overall maintenance metrics. Supervisors have specific views for managing work orders, while field personnel benefit from a user-friendly interface for performing work orders.
			Streamlined Processes: The platform facilitates seamless transitions from maintenance requests to work order closure. Automated notifications, real-time updates, and robust tracking capabilities ensure that all maintenance activities are well-coordinated and completed on time.
			Asset and Resource Management: Users can track and manage assets, schedule maintenance activities, and allocate resources efficiently. This includes tracking technician times and work order durations to optimize productivity.
			Integration and Scalability: Our CMMS integrates with other systems, providing a unified solution for maintenance management. It is designed to scale with the needs of diverse organizations, from small government entities to large institutions.
			User-Friendly Interface: The platform offers an intuitive interface that simplifies the user experience for both supervisors and technicians. This ensures that maintenance tasks are performed efficiently and effectively, regardless of the user's technical expertise.
			Benefits of Using Collective Data's CMMS: Increased Efficiency: Streamlined processes and automation reduce downtime and improve maintenance response times. Enhanced Accountability: Detailed tracking and reporting ensure that all maintenance activities are documented and managed transparently. Cost Savings: Efficient resource management and predictive maintenance capabilities help reduce operational costs and extend asset lifecycles. Improved Compliance: The platform supports compliance with industry standards and regulatory requirements, ensuring that all maintenance activities meet necessary guidelines. In summary, Collective Data's CMMS is a powerful and reliable tool for managing maintenance operations, offering a comprehensive suite of features that enhance efficiency, accountability, and cost savings. This robust solution is designed to meet the diverse needs of organizations, providing a seamless and integrated approach to
			maintenance management.  All CMMS Users can utilize the platform from any device in the field (or in the facility) with a mobile device and browser. The CMMS solution is extremely user friendly!

96	Facility Management Software	G Yes C No	Collective Data's platform is highly effective for Facility Management Software, providing comprehensive solutions similar to our CMMS and work order systems. Our platform is utilized by numerous organizations for efficient facility management, leveraging advanced features such as barcoding and real-time tracking to enhance operational efficiency.  Key Features of Collective Data's Facility Management Software: Comprehensive Facility Information Management: Users can create and store detailed information about buildings and facilities, including physical attributes, usage details, and maintenance history. This ensures that all facility-related data is centralized and easily accessible.  Asset Management: The platform allows users to attach assets to specific facilities, providing a clear overview of asset locations, conditions, and maintenance needs. This feature is crucial for tracking and managing the lifecycle of facility-related assets.  Work Order and Maintenance Management: Similar to our CMMS capabilities, the platform supports the creation, tracking, and management of work orders for facility maintenance. Users can manage work codes and VRMS codes, ensuring that all maintenance activities are properly documented and executed.  Barcoding and Real-Time Tracking: The platform utilizes barcoding technology for real-time tracking of assets and facility components. This feature enhances accuracy and efficiency in managing facility resources, enabling quick identification and location of assets.  Detailed Reporting and Dashboards: Users have access to comprehensive reports and customizable dashboards that provide insights into facility management activities. These tools help track maintenance performance, asset conditions, and overall facility management metrics.  User-Friendly Interface: The platform offers an intuitive and user-friendly interface, making it easy for both facility managers and maintenance operational efficiency, reducing downtime and improving response times.  Enhanced Asset Management: Compr	*
97	Energy Management Software	G Yes C No	planning.  Collective Data's platform includes comprehensive Energy Management capabilities. It effectively manages fuel and telematics data to optimize energy consumption. By tracking and analyzing this information, the platform provides valuable insights into energy usage patterns, helping organizations implement energy-saving measures. Additionally, the platform features an API for seamless integration with Key Performance Indicators (KPIs), allowing for real-time data exchange and accurate energy tracking. Customizable dashboards and reports offer detailed views of energy metrics, supporting informed decision-making and promoting cost savings through improved efficiency and predictive maintenance. This robust solution not only enhances operational efficiency but also contributes to reduced environmental impact by lowering energy consumption and associated costs.	*
98	Insurance and Risk Management	r Yes r No	Collective Data's platform excels in Insurance and Risk Management by serving as a central hub for capturing and storing essential details related to buildings, assets, employees, and departments. This centralized approach allows organizations to manage insurance documentation efficiently and mitigate various risks. By maintaining comprehensive records, the platform helps identify potential risk areas and implement preventive measures. This includes tracking insurance policies, claims, and compliance requirements, as well as monitoring risk factors associated with different organizational elements. The detailed data captured in the system supports informed decision-making and enhances the ability to manage and reduce risks effectively across the organization.	*
99	Environmental, Health, and Safety (EHS) management	G Yes C No	Collective Data's platform offers robust Environmental, Health, and Safety (EHS) management capabilities. It enables organizations to manage health and safety programs effectively by tracking classes and certifications, performing audits, and conducting inspections. The platform ensures that EHS-related activities are well-documented and accessible, facilitating compliance with regulatory requirements and promoting a safe working environment. By maintaining detailed records of training, certifications, and inspection outcomes, the platform helps organizations identify and mitigate potential safety hazards, ensuring the well-being of employees and the overall safety of the workplace. This comprehensive approach to EHS management supports proactive risk management and continuous improvement in health and safety standards.	*

#### Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

■ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
100	Court, Corrections, and Justice System	© Yes ○ No	Collective Data's platform is highly effective for managing operations within the Court, Corrections, and Justice Systems. Our platform provides correctional and justice system solutions by efficiently managing various aspects crucial to these sectors. This includes the management of the chain of custody for evidence, ensuring that all items are tracked accurately from collection to court presentation. Additionally, the platform handles asset management, tracking all assets related to the justice system, from equipment to facility resources.
101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	€ Yes € No	Collective Data's platform effectively supports Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management. The platform manages all types of inspections, ensuring compliance with relevant regulations and standards. It handles the entire lifecycle of licenses, from application to renewal, and tracks grants to ensure proper utilization and reporting. For tax and permitting, the platform streamlines the process with tools for application submission, tracking, and approval. This integrated approach reduces administrative burdens and improves service delivery, enhancing transparency, accountability, and efficiency within municipal operations.
102	Parks and Recreation Software	© Yes ○ No	Parks and Recreation departments benefit significantly from using Collective Data's platform due to its ability to address a variety of needs. The platform supports the management of diverse solutions required by these departments, such as facility maintenance, asset tracking, scheduling, and event management. It helps streamline operations by providing tools for managing work orders, tracking equipment usage, and scheduling maintenance activities. Additionally, it offers features for managing employee certifications, tracking licenses, and handling public requests. This flexibility makes it an ideal solution for Parks and Recreation departments seeking to improve efficiency and service delivery.
103	Citizen Relationship/Engagement Management	© Yes ○ No	Parks and Recreation departments utilize Collective Data's platform due to its ability to manage a mix of required solutions. The platform supports facility maintenance, asset tracking, and event management. Additionally, Collective Data can provide "limited views" that help streamline citizen engagement, allowing public interactions to be managed effectively while maintaining appropriate access controls. This could be an "incident" or "feedback."

# Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	ດ Yes ເ No	Collective Data's platform offers comprehensive solutions that closely align with Enterprise Resource Planning (ERP) functionalities, encompassing features from categories such as human resources, financial management, procurement, and asset management. As a "no-code platform," it allows users to customize and scale functionalities to meet their specific needs, making it versatile and user-friendly. The platform provides extensive features and capabilities that support the core functions described in the RFP, enabling organizations to manage their operations effectively and efficiently. This flexibility allows prospects to adopt and integrate various functionalities at their own pace, enhancing operational scalability and adaptability.

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We provide the software, hosting services, training, support, and implementation.
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	The software can be accessed by any mobile device with a connection and a browser.
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	Collective Data provides a wide range of services to ensure the effective deployment, integration, and operation of our software solutions:  Hosting and Cloud Services:  Description: Secure and scalable hosting solutions utilizing Microsoft Azure Government. Benefits: Ensures high availability, robust security, and compliance with industry standards. Cloud Migration and Modernization:  Description: Services to migrate existing systems to the cloud and modernize legacy systems. Benefits: Enhances system performance, scalability, and accessibility. Customization and Integration:  Description: Tailoring our software solutions to meet specific client requirements and integrating with existing systems. Benefits: Provides a customized solution that fits seamlessly into the client's operational environment. Implementation and Intellation:  Description: Comprehensive implementation services, including setup, configuration, and installation. Benefits: Ensures a smooth transition and quick start-up for new systems. Maintenance and Support.  Description: Ongoing maintenance and support services to ensure the optimal performance of our software solutions. Benefits: Minimizes downtime and ensures continuous operational efficiency. Training:  Description: Training programs for end-users and administrators to maximize the use of our software solutions. Benefits: Provides and and ensures it is always available for operational needs.  Record-Keeping and Reporting:  Description: Data collection, import, export, and backup services to ensure data integrity and accessibility. Benefits: Provides valuable insights and ensures to such as a service of the ensure such as a service of the ensures and properational needs.  Record-Keeping and Reporting:  Description: Comprehensive record-keeping and reporting services to meet compliance and operational requirements. Benefits: Provides valuable insights and ensures to access the system from anywhere.  Customer Service and Technical Support:  Description: Device she interpretable of the pro

**Exceptions to Terms, Conditions, or Specifications Form** 

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

#### **Documents**

# Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- . Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

#### Docusign Envelope ID: 9C35A15E-46E4-4B4E-9722-7809C1ADBDD2

- <u>Pricing</u> Sourcwell Product List Pricing.xlsx Thursday June 20, 2024 09:29:27
   <u>Financial Strength and Stability</u> Collective Data Financial Letter.pdf Tuesday June 18, 2024 12:43:30
   <u>Marketing Plan/Samples</u> Marketing Plan Sourcewell & Collective Data.pdf Tuesday June 18, 2024 16:10:02

- Minketing Flair/Samples Warketing Flair Sourcewell & Collective Data.pdf Tuesday June 18, 2024 12:47:09
   Warranty Information Warranty Collective Data Software & Hardware Sourcewell.pdf Tuesday June 18, 2024 12:42:28
   Standard Transaction Document Samples Sourcewell Standard Transactions.zip Thursday June 20, 2024 09:42:20
   Requested Exceptions Requested Exceptions Sourcewell & Collective Data.pdf Tuesday June 18, 2024 13:12:25
   Upload Additional Document Collective Data Type II SOC 2 (SECURED) 2024 (2).pdf Thursday June 20, 2024 09:26:25

#### Addenda, Terms and Conditions

#### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
  - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <a href="https://www.treasury.gov/ofac/downloads/sdnlist.pdf">https://www.treasury.gov/ofac/downloads/sdnlist.pdf</a>;
  - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>; or
  - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

■ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tim Langer, Director of Sales, Collective Data, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

€ Yes € No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM	M	1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM	M	4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM	M	2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM	M	4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM	V	1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM	M	1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM	M	2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM	区	4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM	区	2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM	I≅	1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM	区	1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM	J⊠.	2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM	区	1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM	M	1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM	区	1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM	M	1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM	区	1