

RESOLUTION NO. 2021-279

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PIGGYBACK NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) CONTRACT #01-115, AND AWARD MISC. 21-89; COMPLIANCE MONITORING SOFTWARE FOR SHORT TERM VACATION RENTAL PROPERTIES TO GRANICUS, LLC.**

**RECITALS**

**WHEREAS**, the 2014 Florida Legislature enacted Senate Bill 356 (Chapter 2014-71, Laws of Florida) which revised the preemption on local regulation of short term vacation rentals to return some local control back to municipalities to mitigate the effects of short term vacation rentals in an attempt to make them safer, more compatible with existing neighborhood regulations, and accountable for their proper operation; and St. Johns County ("County") determined that local land development regulations required evaluation and revision to address public health, safety, and welfare; and

**WHEREAS**, Ordinance 2021-23, issued in May 2021, amended the Land Development Code to provide definitions and amend provisions of the Code to provide for the regulation of short term vacation rentals within the unincorporated areas of the County, establishes minimum business practices to ensure that the private property rights of the short term vacation rental owner are balanced with the needs of the County to protect visitors and tourists and to preserve the general welfare through its limited regulatory power, and establishes an enforcement mechanism for those short term vacation rentals which do not adhere to the standards on an initial or continuing basis, with the overall goal of the short term vacation rental program complying with all standards; and

**WHEREAS**, the County, through this regulatory framework, will issue certificates to short term vacation rentals conforming to these standards, which will in turn provide a level playing field amongst all providers of short term vacation rental units; and

**WHEREAS**, through the National Cooperative Purchasing Alliance (NCPA) Granicus, LLC provides compliance monitoring of short term vacation rental units in accordance with Ordinance 2021-23, under NCPA Contract #01-115, and County Staff recommends piggybacking the NCPA contract with Granicus, and entering into an agreement with an initial term of fourteen (14) consecutive calendar months, which is renewable thereafter for one (1) year renewal periods, upon satisfactory performance of Granicus, continued need of the services, and agreement by both parties; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed agreement (attached hereto, and incorporated herein) and finds that entering into the agreement for the specified services serves a public purpose.

**WHEREAS**, the project will be funded by the SJC Building Services Department.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:**

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.



Section 2. The County Administrator, or designee, is hereby authorized to piggyback the NCPA Contract #01-115, and award Misc. 21-89; Compliance Monitoring Software for Short Term Vacation Rentals to Granicus, LLC.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft to perform the specified services in accordance with Ordinance 2021-23.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 20 day of July, 2021.

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By: *Jeremiah R. Blocker*  
Jeremiah R. Blocker, Chair

**ATTEST:** Brandon J. Patty, Clerk of  
the Circuit Court & Comptroller

By: *Pam Halterman*  
Deputy Clerk

RENDITION DATE 7/21/21



## RIDER 1

### St. John's County Supplemental Terms and Conditions

1. This Rider 1 shall constitute St. Johns County's Supplemental Terms and Conditions which are hereby incorporated into the NCPA 01-115 including the Granicus Master Agreement and Exhibits between St. Johns County, a political subdivision of the State of Florida ("County") and Granicus, LLC ("GRANICUS"). In the event of a conflict or inconsistency between this Rider 1 and the Granicus Master Agreement and Exhibits, including the NCPA 01-115 Contract Documents, the provisions of Rider 1 shall prevail. The parties agree as follows:
2. Compensation:
  - A. The County shall compensate GRANICUS a not-to-exceed amount of one hundred seventy-eight thousand eight hundred eighteen dollars and seventy-five cents (\$178,818.75), for satisfactory services performed throughout the duration of the fourteen (14) month initial contract term. The maximum amount available as compensation to GRANICUS under this Agreement shall not exceed the funds lawfully appropriated by the Board of County Commissioners.
  - B. It is strictly understood that GRANICUS is not entitled to the above-referenced amount of compensation. Rather, compensation shall be based upon GRANICUS satisfactorily performing the Services, as determined by the County, which are detailed in the Contract Documents, and are not the subject of a good faith dispute.
  - C. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not performed in accordance with the terms of the Contract Documents.
3. Availability of Funds.

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, (and the County agrees that it shall not execute and submit an Order Form for the purchase of any products or services from GRANICUS unless it has properly secured funding for such purchase), the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that GRANICUS cannot demand that the County provide any such funds in any given County Fiscal Year.
4. Permits and Licenses.

To the extent that GRANICUS needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Agreement, then GRANICUS shall be responsible for securing, obtaining/acquiring, and maintaining, at GRANICUS sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.
5. Independent Relationship.

GRANICUS is, and shall be, in the performance of all work services and activities under this Agreement, an independent GRANICUS, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to GRANICUS sole direction, supervision, and control.

GRANICUS shall exercise control over the means and manner in which it and its employees perform the work, and in all respects GRANICUS relationship and the relationship of its employees to the County shall be that of an independent GRANICUS and not as employees or agents of the County. GRANICUS does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.
6. Amendments to this Contract Agreement.

Both the County and GRANICUS acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and GRANICUS acknowledge that any change, amendment, modification, revision, or extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and GRANICUS.
7. Duration & Renewal.

This Agreement shall become effective upon signature by all parties, shall be in effect for an initial contract term of fourteen (14) calendar months, and may be renewed, in one (1) year renewal periods, upon satisfactory performance by GRANICUS, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County's determination that GRANICUS has satisfactorily performed the Services noted in the Contract Documents.

8. Public Records

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that GRANICUS performance under this Agreement constitutes an act on behalf of the County, GRANICUS shall provide access to all public records made or received by GRANICUS in conjunction with this Agreement. Specifically, if GRANICUS is expressly authorized, and acts on behalf of the County under this Agreement, GRANICUS shall:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
  - (4) Meet all requirements for retaining public records, and transfer at GRANICUS sole cost and expense, all public records in the possession of GRANICUS upon termination of this Agreement. GRANICUS shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by GRANICUS to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. GRANICUS shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in GRANICUS possession and shall promptly provide the County a copy of GRANICUS response to each such request.

7. Severability.

If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

8. Termination.

This Agreement may be terminated by the County without cause upon at least sixty (60) calendar days advance written notice to GRANICUS of such termination without cause. This Agreement may be terminated by the County with cause provided that GRANICUS does not cure such deficiency within thirty (30) days of written notice by County of GRANICUS breach. Such written notice shall indicate the exact cause for termination.

9. Notice of Default / Right to Cure

- A. Should GRANICUS fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to GRANICUS, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by GRANICUS to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue more than one notice of default to GRANICUS during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, GRANICUS shall be paid for Services authorized and due under this Agreement signed between the parties. If the County terminates because of a GRANICUS breach, GRANICUS will refund any unused and prepaid fees. If the County terminates without cause, GRANICUS will not refund any prepaid fees.
- D. Upon receipt of notice of termination, except as otherwise directed by the County in writing, GRANICUS shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. This not a works for hire arrangement. Customer is not receiving any work product from GRANICUS.
  - 4. Continue and complete all parts of the work that have not been terminated.

10. Personnel.

GRANICUS represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by GRANICUS, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services. Any changes or substitutions in GRANICUS key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective. GRANICUS warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

11. Subcontracting.

The County reserves the right to approve the use of any sub-contractor, or to reject the selection of a particular sub-contractor to perform any Implementation Services work described in the Contract Documents. GRANICUS is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a sub-contractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the sub-contractor to complete the Implementation Services work in a timely fashion, GRANICUS shall promptly do so. The County reserves the right to disqualify any sub-contractor, vendor, or material supplier based upon prior unsatisfactory performance.

12. Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Agreement, and in accordance with Section 448.095, Florida Statutes, GRANICUS and its sub-consultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- A. GRANICUS shall require each of its sub-consultants to provide GRANICUS with an affidavit stating that the sub-consultant does not employ, contract with, or sub-contract with an unauthorized alien. GRANICUS shall maintain a copy of such affidavit for the duration of this Agreement.
- B. The County, GRANICUS, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- C. The County, upon good faith belief that a sub-consultant knowingly violated these provisions regarding employment eligibility, but GRANICUS otherwise complied, shall promptly notify GRANICUS and GRANICUS shall



GRANICUS shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect GRANICUS from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned vehicles, including rented/hired automobiles whether such operations be by GRANICUS or by anyone directly or indirectly employed by a GRANICUS.

GRANICUS shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

15. Indemnification.

GRANICUS shall indemnify, defend and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of GRANICUS errors, omissions, or negligence. GRANICUS shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

16. Successors & Assigns.

The County and GRANICUS each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor GRANICUS shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other, which consent not to be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and GRANICUS.

17. Remedies.

Unless expressly stated, no remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees as may be awarded by a court of competent jurisdiction.

18. Conflict of Interest.

GRANICUS represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. GRANICUS further represents, to the best of its knowledge, that no person having any interest shall be employed for said performance. GRANICUS shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence GRANICUS judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that GRANICUS may undertake and request an opinion of GRANICUS, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by GRANICUS. The County agrees to notify GRANICUS of its opinion by certified mail within 30 days of receipt of notification by GRANICUS. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by GRANICUS, the County shall so state in the notification and GRANICUS shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by GRANICUS under the terms of this Agreement.

19. Excusable Delays.



GRANICUS shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond GRANICUS control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions. If delay is caused by the failure of GRANICUS sub-contractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of GRANICUS and its sub-contractor(s) and is without the fault or negligence of either of them, GRANICUS shall not be deemed to be in default. Upon GRANICUS request, the County shall consider the facts and extent of any delay in performing the work and, if GRANICUS failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

20. Arrears.

GRANICUS shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. GRANICUS further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

21. Ownership of Documents.

GRANICUS acknowledges that all information provided by County to GRANICUS shall remain solely and exclusively owned by County. Finished and unfinished documents or materials prepared by GRANICUS under this Agreement remains the property of GRANICUS. GRANICUS is granting County a license to use the software applications and any documents developed and/or produced in connection with that license, and subject to the software license agreement; such licenses contain confidential or proprietary information and shall remain the property of GRANICUS. The rights County will receive under the license agreement are rights to use the GRANICUS software license applications and related materials. County is not entitled to any rights to the title or ownership of any source code, object code, design and design documents, flow charts and/or specifications, or any work product produced by GRANICUS, such as reports, schedules, displays, exhibits, other documentation, etc. GRANICUS claims all rights to its proprietary and confidential information including, but not limited to, its pricing, terms, conditions, specifications, software documentation, the GRANICUS terms, and Services Scope Statement, Professional Services Work Order or Statement of Work, or any other similar document.

22. Contingent Fees.

GRANICUS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for GRANICUS to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for GRANICUS, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

23. Access & Audits.

GRANICUS shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of this Agreement. The County shall have access to such GRANICUS books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice.

24. Nondiscrimination.

GRANICUS warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

25. Entirety of Contractual Agreement.

The County and GRANICUS agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and GRANICUS.

26. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled, and if awarded by a court of competent jurisdiction.

27. Authority to Practice.

GRANICUS hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times, conduct its business activities in a reputable manner.

28. Severability.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. Amendments & Modifications.

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. If the County instructs in writing, GRANICUS shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended GRANICUS shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

30. Florida Law & Venue.

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

31. Arbitration.

Neither party shall be obligated to arbitrate or permit any arbitration with respect to resolving any disputes under any of the Contract Documents or in connection with the project in any manner whatsoever.

32. Notices.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
Attn: Leigh A. Daniels, Purchasing Manager  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to GRANICUS shall be mailed to:

Granicus, LLC  
Attn: Graeme Dempster  
408 Saint Peter Street, Suite 600  
St. Paul, MN 55102

33. Headings.

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

34. Public Records.

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Consultant's performance under this Agreement constitutes an act on behalf of the County, Consultant shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Consultant shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.

If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
[publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

35. No Third Party Beneficiaries.

Both the County and GRANICUS explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

36. Use of County Logo.

Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and Administrative Policy 101.3, GRANICUS may

not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

37. Survival.

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Public Records.

**St. Johns County/Florida**

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Granicus, LLC**

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Tab 1 – Master Agreement

## General Terms and Conditions

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

- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
  - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
  - Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

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



# Process

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

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

- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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

Tab 1 - Master Agreement/Signature Form

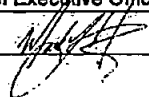
**SIGNATURE FORM**

**Signature Form**

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

Prices are guaranteed: 120 days

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

## Tab 1 – Master Agreement

### Granicus Exceptions to RFP #39-20

#### Tab 1 – Master Agreement General Terms and Conditions

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

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

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

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

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#### Tab 1 – Master Agreement

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

## Exhibit A: Help Desk Services and Availability

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

### CUSTOMER SUPPORT CONTACT

Hours: 8:00 am – 10:00 pm ET (9:30 am – 5:00 pm Europe)

Emergency Support is available 24/7

Please submit support requests via:

- Portal: [support.granicus.com](http://support.granicus.com)
- Email: [support@granicus.com](mailto:support@granicus.com)
- Phone: 1-800-314-0147 USA, 0800 032 7764 Europe

Please submit govDelivery Communications Cloud subscriber support only requests to:

- Portal: [subscriberhelp.granicus.com](http://subscriberhelp.granicus.com)
- Email: [subscriberhelp@granicus.com](mailto:subscriberhelp@granicus.com)
- Phone: 1-800-439-1420 USA, 0808 234 7450 Europe

### COMMUNICATION SERVICE LEVEL AGREEMENT

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

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

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

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

### AVAILABILITY

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

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

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

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

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



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

### **SCHEDULED MAINTENANCE**

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

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

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

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

**All Solutions.** Notifications and additional scheduled maintenance will be posted on [status.granicusops.com](http://status.granicusops.com). Email notifications for these products can be subscribed to from that page.

### **HARDWARE REPLACEMENT**

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



## End User License Agreement

This End User License Agreement ("**Agreement**") is made and entered into as of the latter date of the signatures below (the "Effective Date") by and between [Company] ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

Whereas Client has entered into an agreement with a third party to purchase Granicus Products and Services ("**Reseller**"), by accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

**1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"**Granicus Products and Services**" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order.

"**Order**" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via Reseller.

"**Order Term**" means the then-current duration of performance identified on each Order, for which Granicus has committed to provide, and Client has committed to pay for via Reseller, Granicus Products and Services.

## **2. Use of Granicus Products and Services and Proprietary Rights**

**2.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client, via a Reseller, as subscriptions during an Order Term specified in each Order.

**2.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order.

**2.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.

**2.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

**2.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related

organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations, that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

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

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

**2.2.5. Granicus Subscriber Information for Communications Cloud Suite only**

**2.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

**2.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

**2.2.5.3. Data Obtained through the Granicus Advanced Network**

**2.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

**2.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

**2.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

**2.3. Restrictions.** Client shall not:

- 2.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- 2.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
- 2.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- 2.3.4.** Client must not use the Services as a door or signpost to another server.
- 2.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order placed hereunder;
- 2.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- 2.3.7.** Use the Granicus Products and Services for any unlawful purposes;
- 2.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
- 2.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- 2.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

**2.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the

use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

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

### **3. Representations, Warranties and Disclaimers**

**3.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

**3.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

**3.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTIONS 3.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

### **4. Confidential Information**

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

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least

the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information. If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

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

**4.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client. Client is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

**4.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Client understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

## 5. Term and Termination

**5.1. Agreement Term.** The Agreement Term shall begin on the Effective Date of the Agreement and continue for twelve (12) months. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current annual term, the Granicus Products and Services will automatically renew at the end of each annual term for one (1) year.

**5.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders shall immediately terminate as of the Agreement termination date.

**5.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage or any law

for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

**5.4. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## **6. Limitation of Liability**

**6.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

**6.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 2.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

## **7. General**

**7.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

**7.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

**7.3. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

- 7.4. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 7.5. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 7.6. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the state in which the Client is located, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of the state in which the Client is located.
- 7.7. Entire Agreement.** This Agreement, together with all Orders referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client.
- 7.8. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.
- 7.9. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

**Granicus**

**By:** \_\_\_\_\_  
 (Authorized Signature)

**Name:** \_\_\_\_\_  
 (Print or Type Name of Signatory)

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

**[Company]**

**By:** \_\_\_\_\_  
 (Authorized Signature)

**Name:** \_\_\_\_\_  
 (Print or Type Name of Signatory)

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



**Date:**

\_\_\_\_\_  
(Execution Date)

**Date:**

\_\_\_\_\_  
(Execution Date)



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
**St Johns County FL**

**Procurement Vehicle: NCPA (01-115)  
In Support of: St Johns County FL**

**ORDER DETAILS**

**Prepared By:** Graeme Dempster  
**Phone:**  
**Email:** graeme.dempster@granicus.com  
**Order #:** Q-125037  
**Prepared On:** 06/23/2021  
**Expires On:** 07/29/2021

**ORDER TERMS**

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** This Agreement will begin on 7/31/2021 and will continue through 9/30/2022, and then will continue for an additional 48 months thereafter.

## PRICING SUMMARY

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

<b>One-Time Fees</b>			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>One-Time Fee</b>
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Setup and Configuration	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Online Training	Up Front	1 Each	\$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline - Online Training	Up Front	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$0.00</b>

<b>New Subscription Fees</b>					
<b>Solution</b>	<b>Period of Performance</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>Annual Fee</b>	<b>Prorated Fee</b>
Address Identification	7/31/2021 to 9/30/2021	Annual	3905 Rental Listings	\$87,824.61	\$14,878.05
Compliance Monitoring	7/31/2021 to 9/30/2021	Annual	2302 Rental Units	\$25,954.27	\$4,396.82
Mobile Permitting & Registration	7/31/2021 to 9/30/2021	Annual	2302 Rental Units	\$18,480.53	\$3,130.72
24/7 Hotline	7/31/2021 to 9/30/2021	Annual	2302 Rental Units	\$20,654.71	\$3,499.04
<b>SUBTOTAL:</b>				<b>\$152,914.12</b>	<b>\$25,904.63</b>



**FUTURE YEAR PRICING**

Solution(s)	Period of Performance
	Year 2
Address Identification	\$87,824.61
Compliance Monitoring	\$25,954.27
Mobile Permitting & Registration	\$18,480.53
24/7 Hotline	\$20,654.71
<b>SUBTOTAL:</b>	<b>\$152,914.12</b>

**PRODUCT DESCRIPTIONS**

	Solution	Description
	Address Identification	Service to systematically identify the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. Data provided in the form of a online software platform which makes it easy to access the complete property and owner address information and screenshots for all identifiable short-term rental units.
	Compliance Monitoring	Ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements. In practice this involves the matching and cross-referencing of Host Compliance's always-up-to-date database of actively listed short-term rentals, with the jurisdiction's database of properly registered/licensed/permited short-term rentals.
	Mobile Permitting & Registration	Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
	Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.
	Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
	Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
	Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
	Mobile Permitting & Registration - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
	Mobile Permitting & Registration - Online Training	Virtual training session with a Granicus professional services trainer.

<b>Solution</b>	<b>Description</b>
24/7 Hotline	Mobile-enabled online platform for neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.  <i>Rental listings are defined as advertisements on short term rental sites (Airbnb, VRBO, etc.)</i>  <i>Rental units and Rental listing quantities reflect a monthly average from the previous 10-12 months based on the availability of data.</i>
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.

**TERMS & CONDITIONS**

- The terms and Conditions of the Agreement 01-115 effective December 8th 2020 between Granicus and NCPA govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of St Johns County FL to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.



### BILLING INFORMATION

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

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-125037 dated 06/23/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

### AGREEMENT AND ACCEPTANCE

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

<b>NGPA (01-115)</b>	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	



## Region XIV Education Service Center

---

1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Tuesday, December 8<sup>th</sup>, 2020

Granicus, LLC  
ATTN: Mark Hynes  
408 St Peter St, Suite 600  
Saint Paul, Minnesota, 55102

Dear Mark,

Region XIV Education Service Center is happy to announce that Granicus, LLC. has been awarded an annual contract for Software and SaaS Solutions based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on December 31<sup>st</sup>, 2023. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Granicus, LLC.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in black ink that reads 'Shane Fields'.

Shane Fields  
Region XIV, Executive Director



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



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



To Whom It May Concern,

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

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

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

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

Sincerely,

*Sam Morton*

Sam Morton  
Vice President of Sales  
303-521-0052  
[Sam.morton@granicus.com](mailto:Sam.morton@granicus.com)

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

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## Executive Summary

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

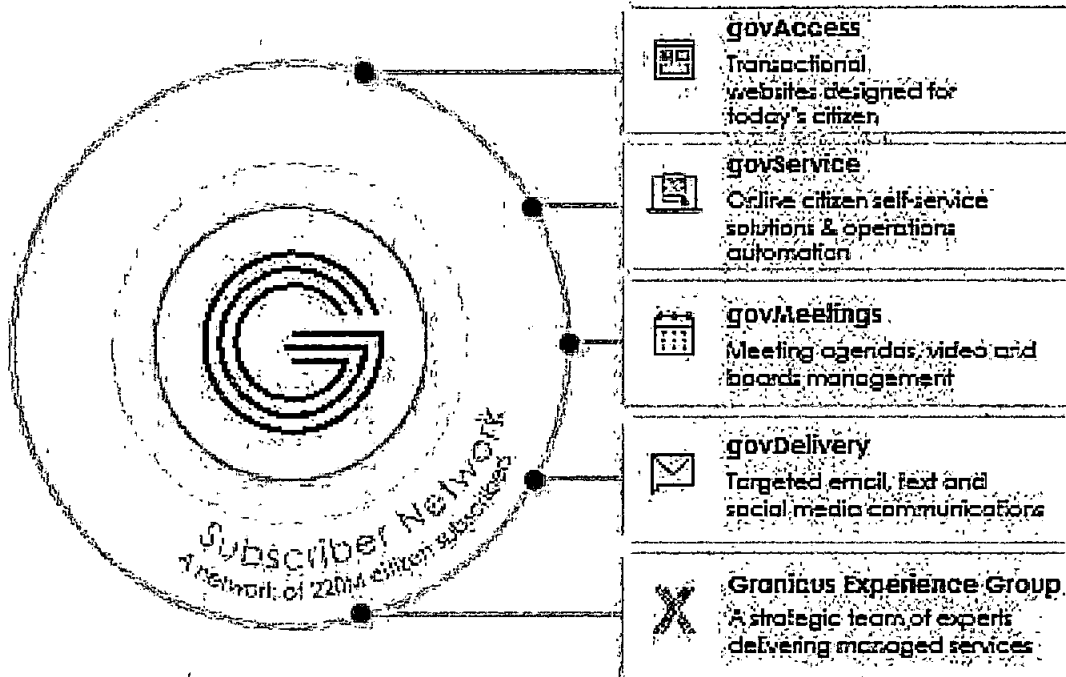
Many of our competitors have gone to market with service-specific solutions that automate only a small portion of a city's resident connection strategy. This traditionally forces cities to rely heavily on fragmented solutions from multiple vendors, but the Granicus Platform will show why a partnership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

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

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

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

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

**ELEMENTS OF THE PLATFORM**

**BENEFITS AND OUTCOMES**

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

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

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

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



# Tab 1 – Master Agreement

## General Terms and Conditions

---

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

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

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

◆ Indemnity

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

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

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

# Process

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

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

- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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



## Tab 1 - Master Agreement/Signature Form

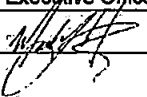
### SIGNATURE FORM

#### Signature Form

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

Prices are guaranteed: **120 days**

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



## Tab 1 – Master Agreement

### Granicus Exceptions to RFP #39-20

#### Tab 1 – Master Agreement General Terms and Conditions

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

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

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

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

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#### Tab 1 – Master Agreement

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

## Exhibit A: Help Desk Services and Availability

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

### CUSTOMER SUPPORT CONTACT

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

Please submit support requests via:

- Portal: [support.granicus.com](http://support.granicus.com)
- Email: [support@granicus.com](mailto:support@granicus.com)
- Phone: 1-800-314-0147 USA, 0800 032 7764 Europe

Please submit govDelivery Communications Cloud subscriber support only requests to:

- Portal: [subscriberhelp.granicus.com](http://subscriberhelp.granicus.com)
- Email: [subscriberhelp@granicus.com](mailto:subscriberhelp@granicus.com)
- Phone: 1-800-439-1420 USA, 0808 234 7450 Europe

### COMMUNICATION SERVICE LEVEL AGREEMENT

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

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

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

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

### AVAILABILITY

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

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

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

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

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

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

### **SCHEDULED MAINTENANCE**

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

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

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

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

**All Solutions.** Notifications and additional scheduled maintenance will be posted on [status.granicusops.com](https://status.granicusops.com). Email notifications for these products can be subscribed to from that page.

### **HARDWARE REPLACEMENT**

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



## End User License Agreement

This End User License Agreement ("**Agreement**") is made and entered into as of the latter date of the signatures below (the "Effective Date") by and between [Company] ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

Whereas Client has entered into an agreement with a third party to purchase Granicus Products and Services ("**Reseller**"), by accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"**Granicus Products and Services**" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order.

"**Order**" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via Reseller.

"**Order Term**" means the then-current duration of performance identified on each Order, for which Granicus has committed to provide, and Client has committed to pay for via Reseller, Granicus Products and Services.

2. **Use of Granicus Products and Services and Proprietary Rights**

- 2.1. **Granicus Products and Services.** The Granicus Products and Services are purchased by Client, via a Reseller, as subscriptions during an Order Term specified in each Order.

- 2.2. **Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order.

- 2.2.1. **Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.

- 2.2.2. **Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

- 2.2.3. **Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related

organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

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

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

**2.2.5. Granicus Subscriber Information for Communications Cloud Suite only**

**2.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

**2.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

**2.2.5.3. Data Obtained through the Granicus Advanced Network**

**2.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

**2.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

**2.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

**2.3. Restrictions.** Client shall not:

- 2.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- 2.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
- 2.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- 2.3.4.** Client must not use the Services as a door or signpost to another server.
- 2.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order placed hereunder;
- 2.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- 2.3.7.** Use the Granicus Products and Services for any unlawful purposes;
- 2.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
- 2.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- 2.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

**2.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the



use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

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

### **3. Representations, Warranties and Disclaimers**

**3.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

**3.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

**3.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTIONS 3.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

### **4. Confidential Information**

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

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least

the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information. If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

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

**4.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client. Client is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

**4.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Client understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

## 5. Term and Termination

**5.1. Agreement Term.** The Agreement Term shall begin on the Effective Date of the Agreement and continue for twelve (12) months. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current annual term, the Granicus Products and Services will automatically renew at the end of each annual term for one (1) year.

**5.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders shall immediately terminate as of the Agreement termination date.

**5.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage or any law

for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

- 5.4. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## **6. Limitation of Liability**

**6.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

**6.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 2.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

## **7. General**

**7.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

**7.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

**7.3. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

- 7.4. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 7.5. Force Majeuré.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 7.6. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the state in which the Client is located, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of the state in which the Client is located.
- 7.7. Entire Agreement.** This Agreement, together with all Orders referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client.
- 7.8. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.
- 7.9. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

**Granicus**
**By:**

 \_\_\_\_\_  
 (Authorized Signature)

**Name:**

 \_\_\_\_\_  
 (Print or Type Name of Signatory)

**Title:**

\_\_\_\_\_

**[Company]**
**By:**

 \_\_\_\_\_  
 (Authorized Signature)

**Name:**

 \_\_\_\_\_  
 (Print or Type Name of Signatory)

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_  
(Execution Date)

**Date:**

\_\_\_\_\_  
(Execution Date)

## Tab 2 – NCPA Administration Agreement

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

### Recitals

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

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

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

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

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

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

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

#### ◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

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

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

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

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

◆ **General Provisions**

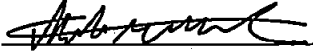
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.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

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273  
Houston, TX 77270

Signature: 

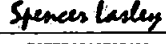
Date: December 8, 2020

**Vendor:** Granicus, LLC

Name: Spencer Lasley

Title: Contracts Manager

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

Signature:   
E6E7D02A3785489...

Date: 11/06/2020



## Tab 3 – Vendor Questionnaire

### Tab 3 – Vendor Questionnaire

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

◆ **States Covered**

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

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

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

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

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

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

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

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

◆ **Residency**

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

◆ **Felony Conviction Notice.**

➤ Please Check Applicable Box;

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

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

◆ **Distribution Channel**

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

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

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Rebecca Cromar  
 Title: Accounts Receivable Manager  
 Company: Granicus, LLC  
 Address: 408 St Peter St, Suite 600  
 City: Saint Paul State: Minnesota Zip: 55102  
 Phone: 800-314-0147 Email: AR@granicus.com

- **Purchase Orders**

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

- **Sales and Marketing**

Contact Person: info@granicus.com  
 Title: Information - General  
 Company: Granicus, LLC  
 Address: 408 St Peter St, Suite 600  
 City: Saint Paul State: Minnesota Zip: 55102  
 Phone: 800-314-0147 Email: info@granicus.com

- ◆ **Pricing Information**

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

- ◆ **Cooperatives**

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

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

## Tab 4 - Vendor Profile

### **Company's official registered name.**

Granicus, LLC

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

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

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

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

DUNS: 12-910-6469

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

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

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

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

**Corporate office location.**

**Denver, CO**

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

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

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

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

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

**Define your standard terms of payment.**

Net 30

**Who is your competition in the marketplace?**

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

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

**Cities / Counties**

**K-12**

**Higher Education**

**Other government agencies or nonprofit organizations**

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

**What differentiates your company from competitors?**

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

**Customer Service**

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




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

**Granicus Network**

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

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

**Granicus is the only digital communications platform exclusively for government**

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

**Describe how your company will market this contract if awarded.**

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

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

**Describe how you intend to introduce NCPA to your company.**

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

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

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

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

## **Customer Support and Maintenance**

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

### **Philosophy and Team Credentials**

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

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



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

### Our Team



**Ernie Granillo**

Director of  
Customer Support

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



**Travis Kozik**

Senior Customer  
Support Engineer

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

### Contacting our Support Organization

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

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

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

Phone:  
(800) 314-0147 (US)

**Granicus Support Portal - [Support.Granicus.com](http://Support.Granicus.com)**

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

### **Granicus System Status**

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

### **SUPPORT SERVICE LEVELS AND PRIORITY LEVELS**

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

#### **PRIORITY 1: EMERGENCY**

**Initial response:** Within at least one hour

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

#### **Examples:**

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

#### **PRIORITY 2: HIGH**

**Initial response:** Within at least four business hours

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

#### **Example:**

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

#### **PRIORITY 3: MEDIUM**

**Initial response:** Within at least one business day

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

**Examples:**

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

**PRIORITY 4: LOW**

**Initial response:** Within at least three business days

Limited business impact. Requests can be scheduled.

**Examples:**

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

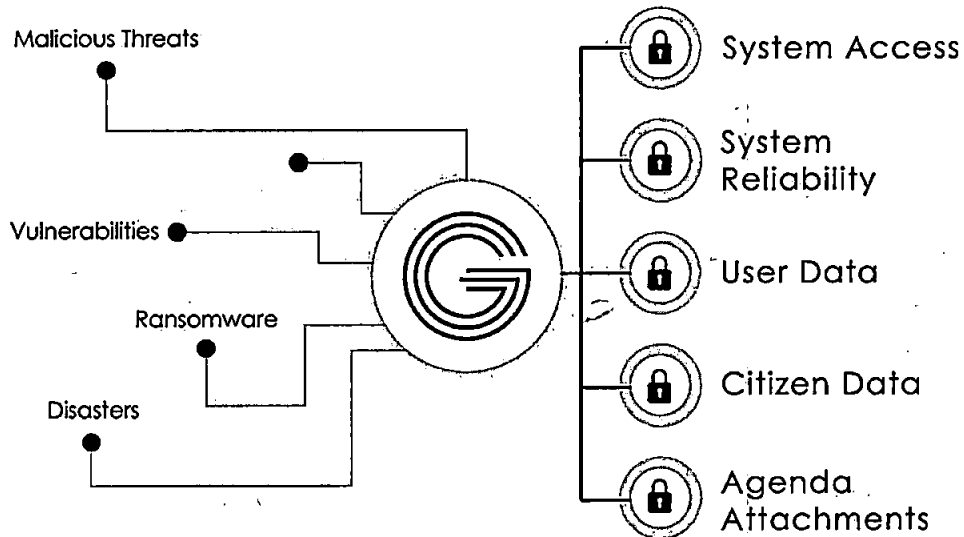
## Security Overview

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

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

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

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



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

### Green Initiatives

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

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

### Vendor Certifications (if applicable)

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

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

- ISO27001 Certification
- FedRAMP Authorized • ISO27001 certified
- SOC 2 (SSAE 16) certified

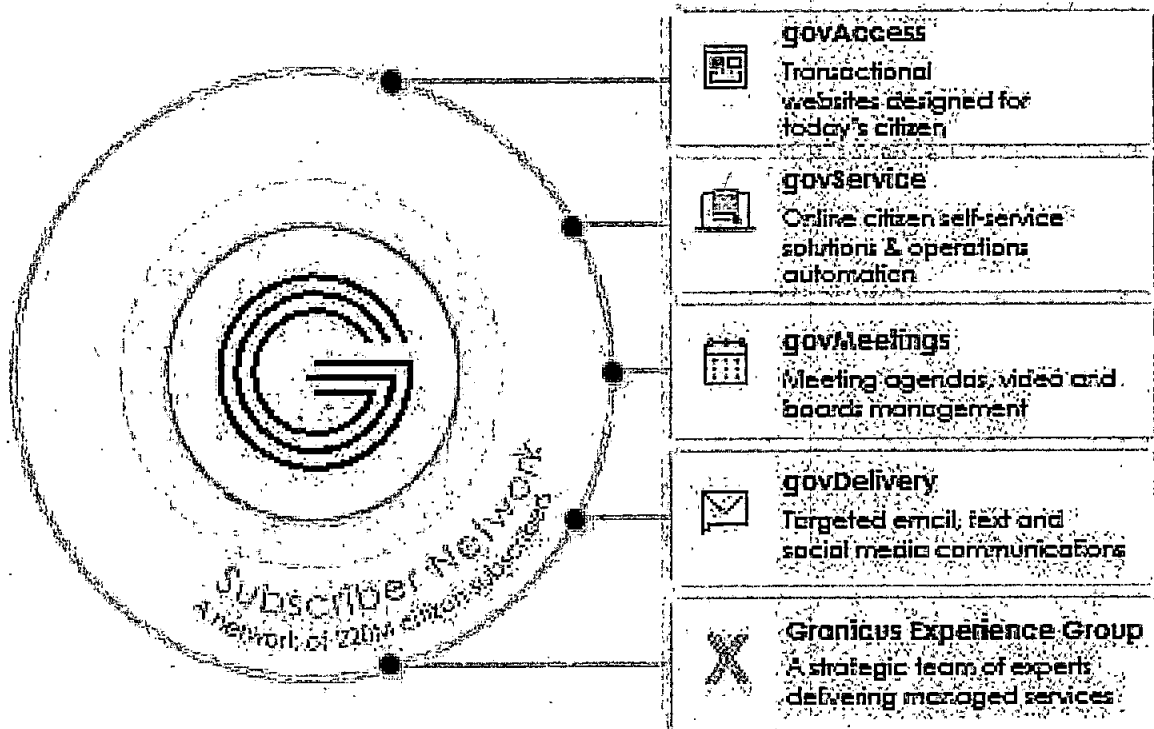
## Tab 5 – Product and Services/Scope

Granicus will be responding to the following Products/Services:

### SaaS

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

Granicus is the sole manufacturer of these Products.

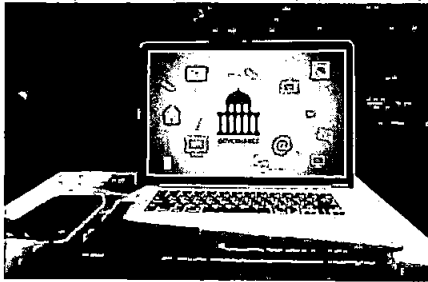


## GRANICUS CIVIC ENGAGEMENT PLATFORM

Granicus Civic Engagement Platform

# Connecting People & Government

Cloud-Based Solutions for Government Innovators



TRUSTED PARTNER:

## 4,500+

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

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

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

### It's Time to Reimagine Our Connections

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

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

### The Granicus Difference

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

## Granicus Civic Engagement Platform

### OUR IMPACT

#### Partnerships that span all levels of government.


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

### ENDURING PARTNERSHIPS

# 98%

of customers renew their contracts with Granicus each year.

### GET INSPIRED

See more customer successes 

## Platform designed to support you today and tomorrow...



**govAccess** — Transactional websites designed for today's citizen



**govService** — Online citizen self-service solutions & operations management



**govMeetings** — Meeting agendas, video, and board management



**govDelivery** — Targeted email, text and social media communications



**govRecords** — Paperless records management

## ...with professional expertise and unparalleled citizen reach:



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



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



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

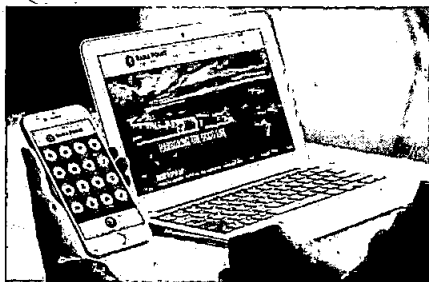
About Granicus: More than 4,200 government agencies use Granicus to modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens on the first unified civic engagement platform for government.



govAccess

## Citizen-first Websites That Work

Research-Based, Results-Driven Website Solutions for Government



### IMPROVE CITIZEN EXPERIENCE

**91%**

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

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

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

### The Challenge

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

### What If You Could...

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

### govAccess: For Government Efficiency & Citizen Satisfaction

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

## govAccess

### GOVACCESS FEATURES

#### Tools to Meet Rising Expectations

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

#### Technology Built for Government

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

#### A Platform to Grow With You

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

### With govAccess You Can...

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

### Customer Success



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



**12%**  
direct traffic  
increase



**136%**  
visitor  
increase



**51%**  
mobile  
users

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

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

#### GET INSPIRED

See more customer successes

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



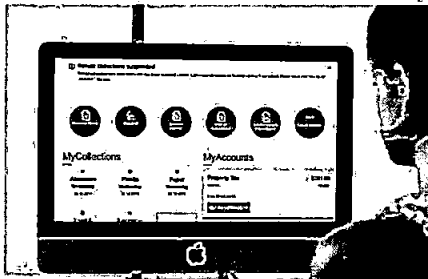
For more information, visit [granicus.com/solution/govaccess](http://granicus.com/solution/govaccess) or email us at [info@granicus.com](mailto:info@granicus.com).

## GOVSERVICE

govService

# Simplify Service Delivery

Online Citizen Self-Service Solutions &amp; Operations Automation



## STREAMLINE SERVICES:

## 80% Fewer

Walk-ins after switching to online services.

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

- Huw Ap Dewi, Digital Projects Office, Wrexham

### The Challenge

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

### What If You Could...

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

### Reinvent Citizen-to-Government Interaction With govService

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

## govService

### With govService You Can...

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

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

— Huw Ap Dewi, Digital Projects Office, Wrexham

**GET INSPIRED**  
See more customer successes >

### Time-Saving Integrations

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

#### Bookings / Appointments

- Book an Appointment
- Picnic Area Reservation

#### Code Enforcement and Permits

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

#### Pet License and Registration

#### FOIA Request Tracking and Management

#### Business Licensing

- Business License Application
- Business License Tax Certificate

#### Make a Payment

- Parking tickets
- Utility bills

#### Public Records

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

#### Report It / Report an Issue

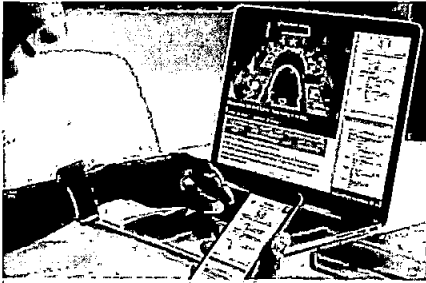
- 311 Request Tracking and Management
- Formal Personnel Complaint
- Discrimination Claim

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

govMeetings

# Make Meetings Easy

Meeting, Agenda, Video, &amp; Board Management Solutions



## The Challenge

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

### INCREASE EFFICIENCY:

# 600 hours

lost yearly from printing and distributing public meeting agendas.

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

— Laura Reams, City Clerk,  
Hyattsville, MD

## What If You Could...

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

## Run Perfect Meetings With govMeetings

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

## govMeetings

### FEATURES & SERVICES:

#### PRE-meeting

##### Automated preparation

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

#### IN-meeting

##### Streamlined facilitation

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

#### POST-meeting

##### Simplified sharing

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

#### GET INSPIRED

See more customer successes >

### With govMeetings You Can...

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

### Customer Success



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



**65%**

Reduction in time spent fielding meeting inquiries



**50%**

Reduction in paper waste



**90%**

Fewer meeting inquiries after change to self-service

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

- Bill Dow - Keene, NH

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

GOVDELIVERY



## Digital communications platform for government

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

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

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

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

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

### GOVDELIVERY NETWORK

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



Email, text message and social media communications



Secured with FedRAMP certification



Audience growth opportunities/strategies



Customizable, branded templates



Open, click-through, and bounce rate reporting

For more info visit [granicus.com/commscloud](http://granicus.com/commscloud) or email us at [info@granicus.com](mailto:info@granicus.com)

GRANICUS

 GRANICUS

# GovDelivery Communications Cloud



## ADVANCED PACKAGE FOR COMMUNICATIONS CLOUD

*Improve communications strategy  
with advanced marketing  
techniques*

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



## CONNECT

*Sync your CRM system with  
Communications Cloud*

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



## TARGETED MESSAGING SERVICE

*Automate personalized  
messaging*

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



## FEDRAMP & ENHANCED SECURITY

*Government-grade cloud software  
protection*

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

For more info visit [granicus.com/communications-cloud](http://granicus.com/communications-cloud) or email us at [info@granicus.com](mailto:info@granicus.com)

 GRANICUS



## GRANICUS EXPERIENCE GROUP

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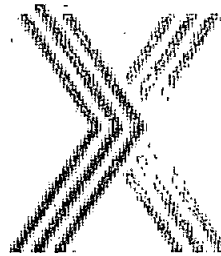
### Granicus Experience Group (GXG)

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

#### What is GxG?

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

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



## GRANICUS EXPERIENCE GROUP

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

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

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

#### How does it work?

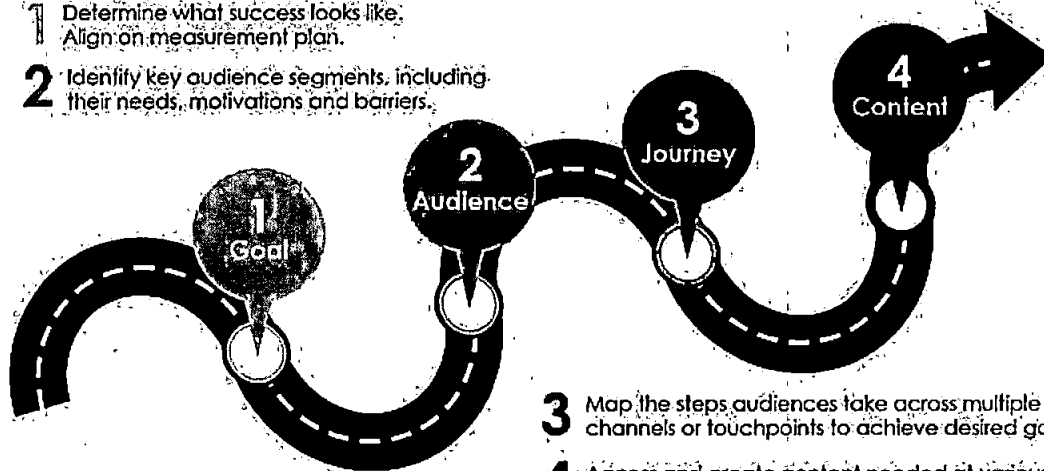
Our human-centered, data-driven approach will help you better understand your audiences and what they need or want to hear from you: We

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

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

**1** Determine what success looks like. Align on measurement plan.

**2** Identify key audience segments, including their needs, motivations and barriers.



**3** Map the steps audiences take across multiple channels or touchpoints to achieve desired goals.

**4** Access and create content needed at various touchpoints and phases of the journey.

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

PRODUCT ROADMAP 2020

— 2020 GRANICUS —  
**PRODUCT ROADMAP**

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

**A SINGLE, INTEGRATED PLATFORM**

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



govDelivery

govService

Develop personalized citizen journeys to maximize adoption and use of digital services.



govMeetings

govAccess

Deliver a unified, intuitive experience for citizens by providing access to meeting information via govAccess technology.



govDelivery

govAccess

Publish unified content via web and email – all in just one click.

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

## INNOVATIVE GOVERNMENT SOLUTIONS

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



### govDelivery

- ✓ Email delivery optimization across all devices.
- ✓ Subscriber sign-up improvements and welcome campaign enhancements.



### govMeetings

- ✓ Next generation video solution for public meetings.
- ✓ Simplified board management with enhancements to board applications and user permissions.



### govAccess

- ✓ Pre-built library of landing page designs.
- ✓ Access to API for advanced CMS customization.



### govService

- ✓ Citizen mobile app with service request capabilities & push notifications.
- ✓ Amazon Alexa integration for enhanced citizen access to information.



### govRecords

- ✓ Additional integrations with 3rd party eRecording providers.

## A MORE PRODUCTIVE DIGITAL GOVERNMENT

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



### govDelivery

- ✓ Email send time optimization and device type.
- ✓ Email call-to-action button creation.



### govMeetings

- ✓ ADA enhancements across public-facing govMeetings web pages.
- ✓ Peak Agenda Video Integration allows control of live and on-demand streaming from within Peak agenda.



### govAccess

- ✓ Powerful new analytics tools empower content editors to work smarter and more efficiently.



### govService

- ✓ Hundreds of new pre-built digital services workflows for state and local governments.
- ✓ Advanced reporting (for a data-driven approach).



### govRecords

- ✓ Enhanced payment features with improved financial records and receipts.
- ✓ System configurability: Document batches, marginal references.

## Tab 7 – Pricing

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

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

**Tab 8 – Value Added Products and Services**
**GOVACCESS**

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

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

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



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

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

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

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

**GOVSERVICE**

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

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

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

**GOVMEETINGS**

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

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

**GOVDELIVERY**

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



		SMS Transactions. Must be used within 1 year. Includes up to 100,000 SMS Transactions.
SMS - Setup and Configuration	PFS-PS-CO-SMS-SC	Covers the consultative PM/Implementation time required to get a client fully up and running on a new instance of a Product. Priced as per jointly agreed upon custom scoping
Targeted Messaging	SAS-SB-CO-TMS	Targeted Messaging is a unique, automated solution that makes critical, large-scale email and SMS/text message communication between government organizations and the public more personal, effective, and reliable. Targeted Messaging helps deliver and track emails and SMS messages for Web applications via secure APIs. This allows the client's Web application to focus on core business logic and operational needs, such as enrollment, licensing, or renewals. Targeted Messaging includes: Access to the selected volume of Targeted Messages per year Text or HTML formatting capabilities Robust, secure, and scalable infrastructure Certified delivery of email and SMS/text message confirmations and reminders Real-time resolution services (blocked emails) Targeted Messages not used in the period of performance will not carry over to the

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

**GRANICUS EXPERIENCE GROUP**

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

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

**SUCCESS  
STORY**

FLORIDA COURT CLERKS & COMPTROLLERS



**CHALLENGE**

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

**POPULATION**

20.67 MILLION

**SOLUTIONS**

eUNIVERSA  
(Active since 2010)

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

SITUATION

Paper Causes Backups in Florida's Court System

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

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

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



**SUCCESS**  
STORY

FLORIDA COURT CLERKS & COMPTROLLERS

METRICS

SAVED IN POSTAGE  
COSTS

E-FILING  
SUBMISSIONS  
RECEIVED PER MONTH

PORTAL USERS  
MANAGED

SOLUTION

Courts, Clerks, and Lawyers Speed Up Processes

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

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

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

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

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

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

RESULTS

A More Efficient Court System

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

ABOUT GRANICUS

Granicus provides technology that empowers government organizations to create better lives for the people they serve. By offering the industry's leading cloud-based solutions for communications, meeting and agenda management, and digital services to over 3,000 public sector organizations, Granicus helps turn government missions into quantifiable realities. Granicus products connect over 150 million people, creating a powerful network to enhance citizen engagement. By optimizing decision-making processes, Granicus strives to help government see better outcomes and a greater impact for the citizens they serve. For more information on Granicus, visit [granicus.com](http://granicus.com).

**SUCCESS  
STORY**

CITY OF NEWTON, MASS.



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

**POPULATION**

23,000

**SOLUTIONS**

(Active since 2014)

**NEWTON TAKES CONTROL OF ITS TIME WITH BETTER WEBSITE MANAGEMENT**

**SITUATION**

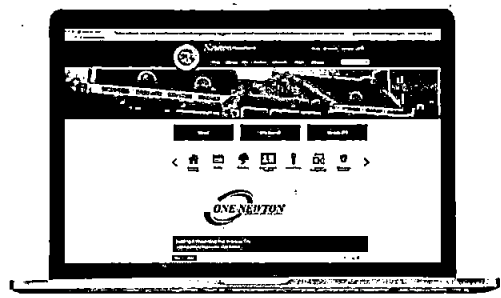
**Crunch Time for the IT Department**

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

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

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

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



**SUCCESS  
STORY**

CITY OF NEWTON, MASS.

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

**METRICS**

SAVE MONEY ON MAINTENANCE AND SERVER REPLACEMENT COSTS

CUT DOWN ON TIME SPENT UPLOADING DOCUMENTS TO THE WEBSITE

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

**SOLUTION**

**Newton Found a Better Option**

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

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

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

**RESULTS**

**A Perfect Fit for the City and for the Public**

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

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

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

**ABOUT GRANICUS**

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**SUCCESS  
STORY**

COUNTY OF SAINT  
CHARLES, MO.



ST. CHARLES  
COUNTY

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

POPULATION

SOLUTIONS

(Active since 2001)

**SAINT CHARLES COUNTY MANAGES DECADES OF RECORDS WITH GRANICUS**

**SITUATION**

**Saint Charles County Overwhelmed by over 150 Years of Land Records**

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

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

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

**SOLUTION**

**County Accomplishes More with Granicus**

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

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



**SUCCESS**  
STORY

COUNTY OF SAINT CHARLES, MO.

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



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

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

## RESULTS

### A More Efficient Way to Manage Records

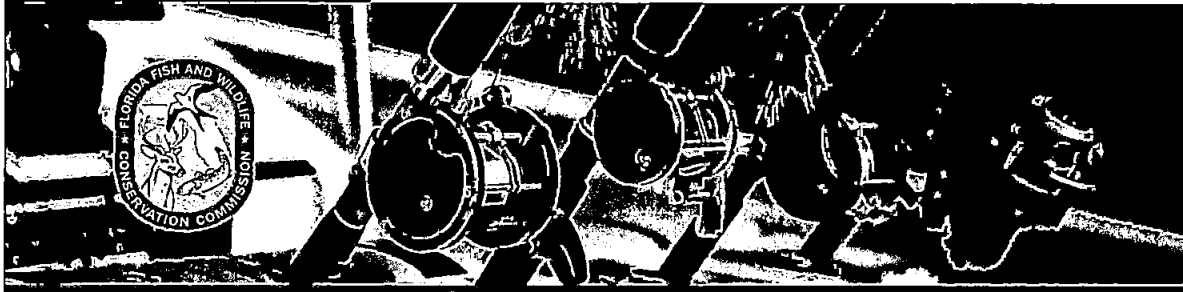
- Manages over 45 years of land records easily
- Allows citizens to apply for licenses and more online
- Decreases time to process applications

## ABOUT GRANICUS

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**SUCCESS  
STORY**

**FLORIDA FISH & WILDLIFE  
CONSERVATION COMMISSION**



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

**POPULATION**

19,000,000

**SOLUTIONS**

GovDelivery  
 (Active since 2016)

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

**SITUATION**

Reaching a vast audience comes with complex challenges.

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

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

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

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

**SOLUTION**

Florida FWC partners with GovDelivery to streamline communications.

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

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

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

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

**SUCCESS**  
STORY

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION

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

METRICS

1.5M  
PEOPLE  
REACHED

200,000  
MESSAGES SENT  
IN 2016

23.9%  
ENGAGEMENT  
RATE

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

RESULTS

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

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

**Increased Email Subscribers**

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

**Greater Outdoor Participation and Permit Revenue**

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

**Added Benefit: Maintaining Alignment With Legislation**

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

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

ABOUT GRANICUS

Granicus provides technology that empowers government organizations to create better lives for the people they serve. By offering the industry's leading cloud-based solutions for communications, meeting and agenda management, and digital services to over 3,000 public sector organizations, Granicus helps turn government missions into quantifiable realities. Granicus products connect over 150 million people, creating a powerful network to enhance citizen engagement. By optimizing decision-making processes, Granicus strives to help government see better outcomes and a greater impact for the citizens they serve. For more information on Granicus, visit [granicus.com](http://granicus.com).

## Tab 9 – Required Documents

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

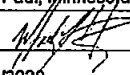
Tab 9 – Required Documents

**CLEAN AIR AND WATER ACT / DEBARMENT NOTICE**

**Clean Air and Water Act & Debarment Notice**

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

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

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

**CONTRACTORS REQUIREMENTS**

**Contractor Requirements**

**Contractor Certification  
Contractor's Employment Eligibility**

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

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

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

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

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

**Fingerprint & Background Checks**

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

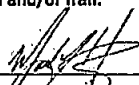
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

**Business Operations in Sudan, Iran**

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

Authorized signature

  
\_\_\_\_\_  
Mark Hynes, CEO

Date

11/06/2020



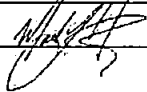
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## ANTITRUST CERTIFICATION STATEMENTS

### **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

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

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

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

## Required Clauses for Federal Funds Certifications

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

### APPENDIX II TO 2 CFR PART 200

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

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

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

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

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



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

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

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

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

## Required Clauses for Federal Assistance provided by FTA

### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

#### **DISADVANTAGED BUSINESS PARTICIPATION**

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

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

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

#### **ENERGY CONSERVATION REQUIREMENTS**

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

#### **FEDERAL CHANGES**

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

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

#### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

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

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

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

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

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

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

## **State Notice Addendum**

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

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

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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