

**Solicitation Number: RFP #090320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and eSolutionsGroup Limited, 1801 Old Highway 8 Northwest, Suite 114, St. Paul, MN 55112 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by 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 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 10/27/2020 | 11:53 AM CDT

eSolutionsGroup Limited

DocuSigned by:
By: Karen Mayfield
A46CC566449A491...
Karen Mayfield
Title: President
Date: 11/2/2020 | 1:10 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A84CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/2/2020 | 1:11 PM CST

RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

Vendor Details

Company Name: eSolutionsGroup Limited

Does your company conduct business under any other name? If yes, please state: GHD

Address: 455 Phillip Street
Waterloo, Ontario N2L 3X2

Contact: Marion Gray

Email: mgray@esolutionsgroup.ca

Phone: 519-884-3352

HST#: 823392873 RT0001

Submission Details

Created On: Wednesday August 26, 2020 14:40:37

Submitted On: Thursday September 03, 2020 14:07:05

Submitted By: Marion Gray

Email: mgray@esolutionsgroup.ca

Transaction #: 69eca4e6-2a37-438c-bc8b-01145b74569e

Submitter's IP Address: 165.225.208.90

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	eSolutionsGroup Limited
2	Proposer Address:	1801 Old Highway 8 Northwest, Suite 114 St. Paul, Minnesota 55112
3	Proposer website address:	www.esolutionsgroup.ca
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Karen Mayfield, President (Authority to Bind) 455 Phillip Street, Unit 100A Waterloo, ON, N2L 3X2, Canada kmayfield@esolutionsgroup.ca T: 519 340-3732
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Karen Mayfield, President 455 Phillip Street, Unit 100A Waterloo, ON, N2L 3X2, Canada kmayfield@esolutionsgroup.ca T: 519 340-3732
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Gord Sears, CPPO, CPPB bids&tenders eProcurement Consultant gsears@esolutionsgroup.ca T: 1-613-328-8509

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	eSolutionsGroup is a privately held company that employs more than 120 staff members that has been amalgamated with GHD. About eSolutionsGroup, a GHD Digital Company Founded in 1928, GHD has been creating lasting benefit for communities around the world for nearly 90 years. Renowned for our core values of Safety, Teamwork, Respect and Integrity, we have grown into one world's top employee owned professional services companies. As a fully employee owned business, our people have been able to build their stake in the company and pass it on to the next generation. eSolutionsGroup is an award-winning digital solutions provider. Our proposed Advanced Digital Solution offerings will provide a complete turnkey solution, including product development, implementation, maintenance and support for our suite of products: Product Solution # 1: bids&tenders Digital Procurement Platform (www.bidsandtenders.net) a cloud-based, Digital Procurement Platform.bids&tenders was developed by public procurement officials specifically for public procurement and has now been adopted by over 350 North American public sector organizations. Product Solution # 2: Recruit Right Recruit Right is an applicant tracking and workflow system that is developed, owned and operated by eSolutionsGroup. The Applicant Tracking System reduces the time to recruit by seamlessly managing recruiting needs from job posting and application submission to candidate pre-screening, review and reporting. Product Solution # 3: Police Information Check (ePic) ePIC™ makes it easy to apply for background checks while simplifying the process for staff. Citizens can fill out a request, forward a completed check, and pay for the services all through a paperless, online process seamlessly integrated into your website. Product Solution # 4: Paid Duty Make it easy for the public to request a Paid Duty officer while streamlining your manual processes. Facilitate public requests and assign resources seamlessly and securely with our online application that stores and tracks requests, automatically generates e-mail confirmations, and schedules officers for special duty requests. Product Solution # 5: Appointio Booking Appointio is an easy-to-setup online booking platform that lets customer's book appointments for in-person services to help you manage physical distancing and return to work restrictions. Product Solution # 6: SimpleTrack SimpleTrack is a contact tracing application that provides a user friendly online system to screen visitors and staff, control entry, report on policy adherence and perform contact tracing. Product Solution # 7: Form Builder Form Builder is the fast, easy and accessible way to move your forms online. Its responsive design adapts to any device and integrates directly into your website's look and feel for flawless customer experience with eCommerce and Digital Signature capabilities. Product Solution # 8: Citizen Portal Provides residents a channel to engage with dashboards of municipal information including property tax, bylaw complaints, community calendars and social media to real-time transit information, service disruptions, road closures, and emergency alerts.
8	What are your company's expectations in the event of an award?	eSolutionsGroup would work hard to exceed our clients expectations and work seamlessly with our clients and Sourcewell as required to achieve that goal.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As a successful and financially stable firm with global revenues of over CAD\$1.98 billion last year, including approximately \$300 million in Canada, as well as 1,100 people in 14 offices across Ontario, GHD (Parent company of eSolutionsGroup) has the financial, technical, and organizational resources available to meet Region requirements. Our strong local presence in Ontario enables us to leverage our local experience and existing relationships with Region staff and lower tier municipalities and approval agencies.
10	What is your US market share for the solutions that you are proposing?	20%
11	What is your Canadian market share for the solutions that you are proposing?	80%
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service Provider b) eSolutions has over 113 employees and part of a larger global firm, GHD with over 10,000 employees world wide. We combine our experience in the delivery of IT, engineering, architecture, environmental and construction services, with our understanding, knowledge and capability in areas such as innovation, digital intelligence, cybersecurity, smart precincts and digital strategy to help our clients with their entire transformation lifecycle. Our core service offerings are built around key pillars to deliver end-to-end strategic advice across the lifecycle of our clients' digital transformation journey.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	eSolutionsGroup adopts security guidance from several data security standards including ISO27001, PCI DSS 3.2, OWASP and NIST. GHD group of companies maintains certification to the PCI DSS standard for any systems that are used for payment processing. Additionally eSolutionsGroup along with GHD family of companies in compliance to the ISO 27001 standard and has officially received certification.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NA

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Since 2005, we have – in conjunction with our parent company GHD we have been recognized as one of Canada's 50 Best Managed Companies. Our founding philosophy of meeting and exceeding the expectations of our clients by providing quality services in a responsive, practical, and cost-effective manner has helped us earn this honour. eSolutions offers a highly unique and very diverse service line that encompasses the most technical and creative deliverables through a dedicated and innovative team. In June 2017, eSolutions was recognized by its clients and peers as the recipient of the 2017 MISA Ontario Partner of the Year Award. The annual award is given to the associate partner deemed to have made the most significant contribution to municipal information technology and the Municipal Information Systems Association (MISA) of Ontario. Our leadership in website development, mobile applications and digital services to North America's public sector helped us earn this honour. Our award-winning work has been recognized throughout North America and we have been honoured to see our work help our clients achieve their objectives and achieve recognition from their peers through wins such as: 2020 2020 APEX Awards - Grand Award: Town of Milton 2020 APEX Awards - Award of Excellence: CHEO 2020 APEX Awards - Award of Excellence: City of Prince Albert 2020 APEX Awards - Award of Excellence: County of Essex 2020 APEX Awards - Award of Excellence: York Region Transit 2020 Hermes Creative Award - Platinum: City of Elliot Lake 2020 Hermes Creative Award - Platinum: Town of Aurora 2020 Hermes Creative Award - Gold: Brantford Sanderson Centre 2020 Hermes Creative Award - Gold: County of Renfrew 2020 Hermes Creative Award - Gold: Leduc County 2020 Hermes Creative Award - Honourable Mention: CHEO 2020 Hermes Creative Award - Honourable Mention: Keyano College 2020 Hermes Creative Award - Honourable Mention: Prince George CN Centre 2020 Hermes Creative Award - Honourable Mention: Prince George Conference and Civic Centre 2020 AVA Digital Award - Platinum: Erie 1 BOCES 2020 AVA Digital Award - Gold: Durham Region Economic Development 2020 AVA Digital Award - Gold: City of Prince Albert 2020 AVA Digital Award - Gold: Town of Pelham

2020 AVA Digital Award - Gold: City of Port Moody
 2020 AVA Digital Award - Gold: Town of Shelburne
 2020 AVA Digital Award - Honourable Mention: Milton FirstOntario Arts Centre
 2020 AVA Digital Award - Honourable Mention: Town of Strathmore

2019

2019 MarCom Marketing Award - Platinum: ReadySLO San Luis Obispo
 2019 MarCom Marketing Award - Platinum: New Tecumseth Economic

Development Marketing Strategy

2019 MarCom Marketing Award - Platinum: Town of Morinville
 2019 MarCom Marketing Award - Gold: City of Brantford
 2019 MarCom Marketing Award - Gold: Algonquin Theatre
 2019 MarCom Marketing Award - Gold: York Region Transit
 2019 MarCom Marketing Award - Gold: Municipality of Meaford
 2019 MarCom Marketing Award - Honourable Mention: City of Peterborough
 2019 MarCom Marketing Award - Honourable Mention: Hamilton Township
 2019 MarCom Marketing Award - Honourable Mention: City of Port Moody
 2019 MarCom Marketing Award - Honourable Mention: Port Moody Public

Library

2019 Waterloo Region Record Readers' Choice - Platinum: Business

Consulting Service

2019 WebAward - Best Government Website: City of Brantford
 2019 WebAward - Best Energy Website: Energy+ Inc.
 2019 WebAward - Outstanding Website: City of Camrose
 2019 WebAward - Outstanding Website: County of Essex
 2019 WebAward - Government Standard of Excellence: Northumberland County
 2019 WebAward - Health Care Standard of Excellence: Ottawa Public Health

Inspections Module

2019 WebAward - Professional Services Standard of Excellence: Kingston

Police

2019 dotCOMM Award - Platinum: Energy+ Inc.
 2019 dotCOMM Award - Platinum: Waterloo Region Integrated Drugs Strategy

(WRIDS)

2019 dotCOMM Award - Gold: City of Brantford
 2019 dotCOMM Award - Gold: County of Northumberland
 2019 dotCOMM Award - Gold: Kingston Police
 2019 dotCOMM Award - Gold: Town of Saugeen Shores
 2019 dotCOMM Award - Honourable Mention: City of Camrose
 2019 dotCOMM Award - Honourable Mention: City of West Kelowna
 2019 dotCOMM Award - Honourable Mention: County of Essex
 2019 Hermes Creative Award - Platinum: Wayne Gretzky Sports Centre
 2019 Hermes Creative Award - Platinum: Energy+ Inc.
 2019 Hermes Creative Award - Platinum: Halton Hills Public Library
 2019 Hermes Creative Award - Gold: City of Brantford
 2019 Hermes Creative Award - Gold: Advantage Brantford
 2019 Hermes Creative Award - Gold: Ontario Principals' Council
 2019 Hermes Creative Award - Gold: Guelph Police Service
 2019 Hermes Creative Award - Gold: Fort Saskatchewan Economic

Development

2019 Hermes Creative Award - Gold: City of Hamilton Flushables Outreach

Campaign

2019 Hermes Creative Award - Gold: Town of Ajax
 2019 Hermes Creative Award - Gold: Peterborough Public Library
 2019 Hermes Creative Award - Honourable Mention: City of Fort Saskatchewan
 2019 Hermes Creative Award - Honourable Mention: Town of Saugeen Shores
 2019 Hermes Creative Award - Honourable Mention: Town of Stony Plain
 2019 Hermes Creative Award - Honourable Mention: Waterloo Region

Integrated Drugs Strategy

2019 Webby Award - Honoree: City of West Kelowna
 2019 EDA Award of Excellence - Business and Investment Attraction: Fort

Saskatchewan Economic Development

2019 IABC Gold Quill - Award of Merit: City of Hamilton Flushables Outreach

Campaign

2019 Webby Award - Honoree: City of West Kelowna

2018

2018 EDCO Awards of Excellence -Technology & New Media: Waterloo EDC
 2018 CACE Bravo Awards -Award of Merit: Thames Valley District School

Board

2018 EDAC Marketing Canada Awards - Best Website: Waterloo EDC
 2018 MarCom Marketing Award - Platinum Award: Waterloo EDC Website -

Economic Development

2018 MarCom Marketing Award - Platinum Award: Waterloo EDC Homepage
 2018 MarCom Marketing Award - Platinum Award: Peel Regional Police
 2018 MarCom Marketing Award - Platinum Award: MyKingsville
 2018 MarCom Marketing Award - Gold Award: Region of Waterloo

2018 MarCom Marketing Award - Gold Award: Town of Saugeen Shores - Corporate Communications Strategy
 2018 MarCom Marketing Award - Gold Award: Township of Springwater - Economic Development Strategy
 2018 MarCom Marketing Award - Gold Award: Municipality of Brockton - Branding Strategy
 2018 MarCom Marketing Award - Gold Award: City of Thunder Bay
 2018 MarCom Marketing Award - Gold Award: Thames Valley District School Board
 2018 MarCom Marketing Award - Gold Award: Family Compass Waterloo Region
 2018 MarCom Marketing Award - Gold Award: Town of Greater Napanee
 2018 MarCom Marketing Award - Gold Award: District of Lake Country
 2018 MarCom Marketing Award - Gold Award: Waterloo Regional Police
 2018 MarCom Marketing Award - Best Website (\$600,000+ budget): Waterloo EDC
 2018 dotCOMM Award - Platinum Award - City of Yellowknife Pingstreet App
 2018 dotCOMM Award - Platinum Award - Waterloo EDC Website
 2018 dotCOMM Award - Gold Award - Cambridge Farmers' Market Website
 2018 dotCOMM Award - Gold Award - Waterloo EDC Homepage
 2018 WebAwards - Outstanding Website - Region of Durham Website
 2018 WebAwards - Outstanding Website - Thames Valley District School Board Website
 2018 WebAwards - Outstanding Website - Wellington County Website
 2018 WebAwards - Government Standard of Excellence - Region of Waterloo Website
 2018 WebAwards - Government Standard of Excellence - Town of Kingsville Website
 2018 WebAwards - Government Standard of Excellence - City of West Kelowna Website
 2018 WebAwards - Government Standard of Excellence - County of Brant Website
 2018 APEX Award - Grand Award - Corporate Communications Strategy - Town of Saugeen Shores
 2018 APEX Award of Excellence - Website Design and Development Project - City of Dryden
 2018 APEX Award of Excellence - Website Design - Waterloo EDC
 2018 GHD Tech Award - Overall Conference Winner - bids&tenders™ e-procurement platform
 2018 Hermes Creative Award - Platinum: Guelph Hydro Electric Systems Inc. Website
 2018 Hermes Creative Award - Platinum: Region of Waterloo Museum Website
 2018 Hermes Creative Award - Gold: Grand River Transit Website
 2018 Hermes Creative Award - Gold: City of Kitchener, LoveMyHood.ca Website
 2018 Hermes Creative Award - Gold Award: Cambridge Centre for the Arts Website
 2018 Hermes Creative Award - Gold: Town of Kingsville Website
 2018 Gold Quill Award of Merit by the International Association of Business Communicators (IABC) for Digital Communication: Town of Richmond Hill
 2017
 2017 MarCom Marketing Award - Platinum Award: City of Cambridge Website
 2017 MarCom Marketing Award - Gold Award: City of Cambridge Economic Development Website
 2017 MarCom Marketing Award - Gold Award: City of Prince George Website
 2017 MarCom Marketing Award - Gold Award: City of Pickering Website
 2017 IABC Canada, Silver Leaf Awards - Award of Excellence: Town of Richmond Hill Website
 2017 WebAward - Government Standard of Excellence: City of Pickering Website
 2017 WebAward - Outstanding Website: Municipality of Strathroy-Caradoc Website
 2017 WebAward - Government Standard of Excellence and Outstanding Website: Town of Richmond Hill Website
 2017 WebAward - Outstanding Website: Town of Sylvan Lake Website
 2017 AVA Digital Awards - Gold Award: Town of Richmond Hill Website
 2017 Hermes Creative Award - Platinum Award: BioTalent Canada, Expanding Accessibility in Biotechnology Promotional Video
 2017 Hermes Creative Award - Gold: City of Cambridge, City Services
 2017 Hermes Creative Award - Gold: City of Pickering, Website Design and Development Project
 2017 Hermes Creative Award - Gold: Town of Cobourg, Website Design and Development Project
 2017 Hermes Creative Award - Town of Richmond Hill, New Town Website

		2017 Hermes Creative Award - Gold: Town of Whitchurch-Stouffville, Website Design and Development Project 2017 Hermes Creative Award - Gold: Town of Plympton-Wyoming, Website Design and Development Project 2017 Hermes Creative Award - Gold: Township of Scugog, Website Design and Development Project 2017 Hermes Creative Award - Gold: Peterborough County, Intranet Character Development Project, MILO 2017 Hermes Creative Award - Honourable Mention: Town of St. Marys Website 2017 Hermes Creative Award - Honourable Mention: Township of Wellesley Website 2017 Hermes Creative Award - Honourable Mention: Woolwich Township Website 2016 2016 MarCom Marketing Award - Platinum Award: BORN Ontario, OMama Website and Mobile App 2016 MarCom Marketing Award - Gold Award: City of Oshawa Website Redevelopment 2016 MarCom Marketing Award - Gold Award: City of Vernon, Tourism Vernon Web Project 2016 MarCom Marketing Award - Gold Award: Town of Cobourg Website 2016 MarCom Marketing Award - Gold Award: Georgina Public Library Website 2016 MarCom Marketing Award - Gold Award: Township of Wilmot Website 2016 MarCom Marketing Award - Gold Award: Municipality of Strathroy-Caradoc Website 2016 MarCom Marketing Award - Honourable Mention: Township of Scugog Website 2016 Standard of Excellence Award in the Best Government Website category from the Web Marketing Association for the City of Oshawa website. 2016 Municipal Information Systems Association (MISA) - Excellence in Municipal Systems - City of Kingston - Kingston Police Information Check 2016 OVATION Award of Merit by the International Association of Business Communicators (IABC) Toronto Chapter in the Digital Content Category for the redevelopment of the City of Oshawa website. 2016 Webby Awards Best Mobile App Honouree: Health Category, OMama Pregnancy App 2016 Hermes Creative Award - Platinum Award: York Region Transit, Talk2YRT Website 2016 Hermes Creative Award - Gold Award: City of Oshawa Website Redevelopment 2016 Hermes Creative Award - Gold Award: Northumberland County Tourism Website 2016 Hermes Creative Award - Gold Award: Tourism Vernon Website 2016 Hermes Creative Award - Gold Award: Municipality of Strathroy-Caradoc Website
17	What percentage of your sales are to the governmental sector in the past three years	Almost 95% of our sales are to the public sector
18	What percentage of your sales are to the education sector in the past three years	Approximately 15% is within the education sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We are on the NASPO and TIPS as well as several MSAs with different government agencies (AMO, Cooperative Purchasing and directly from RFPs). Approximately 10% are through these agreements.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NA

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Mississauga 300 City Centre Drive Mississauga, ON L5B 3C1	Brian Smith, CSCMP, PMP brian.smith@mississauga.ca	(905) 615-3200, ext. 3472
City of Brantford 100 Wellington Square, P.O. Box 818 Brantford, Ontario N3T 2M2	Scott Hall Director of Information Systems SHall@brantford.ca OR Maria Visocchi Director, Communications and Community Engagement Maria Visocchi MVisocchi@brantford.ca	Scott (519) 755-6724 Maria (519)-759-4150
County of San Luis Obispo 1055 Monterey Rd, Rm D430 San Luis Obispo, CA 93408	Anita Konopa Emergency Service Coordinator akonopa@co.slo.ca.us Kelly Van Buren Emergency Service Manager kvanburen@co.slo.ca.us	Anita (805) 781-1335 Kelly (805) 781-1955

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Region of Waterloo	Government	ON - Ontario	bids&tenders, Form Builder with eCommerce Pingstreet Mobile App as well as a variety of products and services provided, ranging from the website redesign for the corporate site along with subsequent sites (Museum, GRT, Airport, Library, WM), LMS, bids&tenders, accessibility services, Form Builder, marketing and communications services, and many more.	Population of 617,870	\$720,000
Region of Durham	Government	ON - Ontario	bids&tenders, Form Builder with eCommerce Contract Administration Variety of products and services provided, ranging from the website redesign for the corporate site along with subsequent sites (DYEC, Transit, Tourism, EcDev, COVID 19), intranet, bids&tenders, accessibility services, Form Builder, marketing and communications services, and many more.	Population of 645,682	\$1,200,000
County of Essex	Government	ON - Ontario	SimpleTrack - Covid Appointment Booking Software Form Builder with eCommerce as well as a variety of products	Population of 181,530	\$175,000
Toronto District School Board	Education	ON - Ontario	bids&tenders platform	4th largest school board in North America (over 550 schools)	vendor pay model
District of Metro Vancouver	Government	BC - British Columbia	bids&tenders platform	Population 2,463,000	40,000 annually

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	We believe that all of our staff should look for opportunities for our clients to help them be more efficient and effective in their jobs. We have 10 full time sales staff within eSolutionsGroup
24	Dealer network or other distribution methods.	eSolutionsGroup is proposing a sole source of responsibility for all our Digital Advanced Solutions. We do not utilize dealers, resellers or subcontractors to provide any of our services. Our eSolutionsGroup staff in the United States and Canada will be solely responsible for all aspects of product development, sales, maintenance and support. Our proposed product and service offerings will appeal to all of Sourcewell's participating public agencies from state, county, local governments, higher education, school districts, utilities, health-care, etc.
25	Service force.	We have 60 in our delivery area
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	eSolutions maintains accountability, technical excellence, and a commitment to consistent, superior services as philosophical guidelines. We are registered under the ISO 9001:2008 international standard in Consulting, Engineering, and Design Services. Our projects are managed using our 360-degree project management philosophy, setting the foundation to achieve all deliverables on time and on budget. This includes identifying and mitigating risks to the project early so they have minimal impact on deliverables. Throughout the quality assurance process, ongoing communication occurs among the project manager, the project coordinator, and team members. This includes routine meetings, emails, and status reports. This communication ensures that all client requirements are addressed accurately and thoroughly, and that the final delivered product meets our high quality standards. The following is a summary of selected results of client feedback received to date under our ISO 9001:2008 Quality System Program: Adherence to Project Scope 99% - Excellent or Good Cost Effectiveness 92% - Excellent or Good Schedule and Deadline Completion 95% - Excellent or Good Responsiveness 97% - Excellent or Good Overall Performance 97% - Excellent or Good Client Expectation 97% - Met or Exceeded We have added in our full SLA (Service Level Agreement) in our submission along with response times.
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Confirmed. We currently have over 20 US clients and would love to expand.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We currently have over 350 public sector clients in Canada
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NA
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NA
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	NA

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	eSolutionsGroup understands the value that a properly planned and executed marketing strategy can have in engaging potential customers. That's why we leverage our marketing expertise in creating and building beautifully designed collateral that will engage with our target audience, and have in-depth knowledge on a variety of marketing channels, including social, digital and traditional media. To help ensure Sourcewell buyer agencies have an understanding of our offerings, eSolutionsGroup will follow a marketing approach that includes awareness through to consideration to ensure that potential customers will be turned into qualified leads. 1. Awareness Understanding our products requires thought-out articles and explainer videos to help potential customers see where they could utilize our offerings. These articles and videos are made available on our websites, as well as promoted through social media. Leveraging our content management system, we create custom landing pages for a variety of sectors, thereby tailoring the experience for them. The landing page will include information on how to schedule a demo, as well as details on each individual product. 2. Education Our content experts craft and design thought leadership articles and whitepapers that potential customers can engage with, gaining a deeper understanding of our offerings, as well as what challenges they're currently facing. Our content is distributed through our extensive social media network, as well as at tradeshow and is available online on each product website. 3. Consideration Making a purchase of any size can be daunting, and knowing that other companies have had a positive experience can help customers take that next step. That's where we leverage our database of existing customers, and craft testimonials that explain in detail why any of our products are worth it. Following this marketing approach, we're confident that we will be able to engage potential Sourcewell buyer agencies. Where applicable, all marketing materials can be made available to Sourcewell representatives, in the event a potential customer reaches out to them for more information. We have uploaded our marketing examples as requested.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Marketing Automation - We use our marketing automation platform to enhance marketing effectiveness by customizing, streamlining and automating marketing campaigns at each touch point in the customer conversion journey. Based on the digital data recorded from prospects engaging with web assets, opening and clicking emails and clicking on our advertisements, we are able to segment and tailor messaging in order to nurture the prospects through their decision making process. For example, the customer will receive emails about requesting a demo early in their decision process but will receive white papers describing Return on Investment and case studies supporting the benefits later in the decision making process to align with their needs during that process. This automated approach saves time for the staff, increases effectiveness and ensures the prospective client receives necessary information. Metadata – we actively use meta data in our web assets to let search engines know what information is included in our digital assets including web pages, videos and etc. Social Media Marketing Channels– We actively use social media channels to market and distribute our content in both organic and paid mechanisms (i.e. LinkedIn). Analytics – we collect analytical insights from our web assets and marketing channel activities using Google Analytics, HubSpot, Google Adwords and LinkedIn. This allows us to follow trends and understand user journeys, preferences, behaviors and interests so we can tailor our nurture campaigns and sales team activities accordingly. Customer Relationship Management System – we use HubSpot to track every interaction with web pages, emails, forms, videos, white papers and case studies to build a list of prospects to nurture and integrate into the automated funnel We also provide our clients FREE usergroups for road mapping of our products which creates ownership of the product and inclusion of ideas - co-creation.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We will abide by all Sourcewell rules and regulations concerning marketing of the awarded contract and any guidance provided by our Sourcewell Development Administrator. eSolutions will be primarily responsible for marketing our Sourcewell contract. eSolutions utilizes HubSpot for Tracking of all eSolutions Product Sales in one central solution. We are able to setup Sourcewell pricing by Product brand for issuance of quotations in Canada and the US to ensure all contract pricing is correctly offered. Hubspot allows eSolutions to create deals, by Product brand, location, state/province, etc and we will develop a separate Sourcewell Classification for all applicable quotations. All quotations that are won through a Sourcewell Contract are searchable and exportable for reporting purposes.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. Sourcewell may not know we are adding to the contract module with digital signatures. bids&tenders Digital Procurement Platform is truly an end to end Procurement Solution, developed by Public Procurement Officials for public procurement. bids&tenders consists of the following five (5) modules: 1. Bid Management Module: Bid Advertising, Bid Document Posting, Management and Reporting. 2. E bidding Module: Create ebid Templates, receive bids electronically, automatic bid summaries 3. Evaluation Module: Full automation of RFP evaluation process, each evaluator receives their own dashboard for managing evaluation assignments, ability to evaluate and submit scoring electronically. 4. eContracts Module: Award contracts, manage contracts, end dates, option periods, electronically manage workplace safety and insurance certificates expiration and renewals, etc.) 5. Vendor Performance Module: Create template performance forms, electronic notification to staff when performance

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	bids&tenders Digital Procurement Platform: We believe that our on-demand video training is sufficient to ensure a successful project implementation for the Agency and your Supplier community. We have provided costs for two (2) optional training delivery options; 1) our Live online Instructor Lead Training or 2) On-site Training, however this option is not currently available due to the COVID pandemic. Typically for both Live Instructor Webex or On-Site training is requested by the Agency, a Procurement staff complement of less than ten (10) staff can be accommodated in approximately one day for Bid Management, eBidding, RFP online Evaluation and Contract Management. If on-site training or Live Instructor led training is selected, eSolutions can provide a "How to do business with the Agency" session, which can be recorded and placed on your bidding portal, while at the same time educating your Suppliers on other Agency Procurement Policies / Processes thus enhancing service delivery to your Supplier Community. The session would typically be 60 minutes maximum and the Agency would be responsible for session location (if on-site session is offered) and any applicable room rental fee, if applicable.
37	Describe any technological advances that your proposed products or services offer.	bids&tenders Digital Procurement Platform has been developed by Public Procurement officials for Public Procurement. Our User group consisting of over 350 North American Public Agencies meet semi-annually and provides recommendations of the many new enhancements and for future Product features on our Road Map.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	GHD is creating an organisation that is more responsive to our clients needs, fostering a committed and connected future, that is adaptive and technologically driven. We remain focused and committed to the United Nations Global Compact and Sustainable Development Goals, especially those we believe through our professional services, we have the ability to positively influence.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 27001 GHD adopts security guidance from several data security standards including ISO27001, PCI DSS 3.2, OWASP and NIST. GHD group of companies maintains certification to the PCI DSS standard for any systems that are used for payment processing. Additionally GHD Digital family of companies in compliance to the ISO 27001 standard and has officially received certification. We will continue to review and improve our sustainability efforts across our business, to ensure that our programs are as effective and efficient as possible in delivering value to the communities we support. 1. Assisting our Clients to be More Sustainable: We create opportunities for our clients to

enjoy prosperity and achieve sustainability goals with innovative ideas that embrace our sustainability principles.

2. Contributing to our World Positively: We care by minimizing our ecological impact through resource efficiency and nature conservation initiatives, and by supporting communities through development initiatives and our GHD in the Community program.

3. Demonstrating support for Sustainable Development: The GHD Sustainability Policy provides strategic direction to our achievement of: "Encourage and support our clients and other business partners in their efforts to achieve sustainable outcomes."

4. Demonstrating Good Governance: We commit to our values and policies. This is reflected in the way we manage our business and interact with our clients and our people

GHD in the Community (GITC):

In 2011, we established the GHD in the Community program. GITC provides funding and resources support for worthwhile activities in the global and local communities within which GHD operates its business. It is designed to promote the ideal that we all like give back to our communities, in a meaningful way, as an organization and as individuals. Generally, the nature of GITC activities is philanthropic and humanitarian, combining the resources of GHD with the enthusiasm, commitment and ideas of our people to engage in beneficial opportunities that make a difference for less advantaged people within our communities and other worthy causes.

The GITC objectives are to:

support the execution of high impact strategic community projects;
become a vehicle for direct corporate investment, fundraising and volunteering expand opportunities for our employees to be directly or indirectly involved in GITC activities raise awareness of GHD corporate responsibility credentials with its stakeholders

GHD recognizes and acknowledges employees for their personal contribution in activities that help promote the key themes of education, disaster recovery, skilled volunteering, diversity and inclusion and enterprise development.

Carbon Neutral:

Protecting the planet for future generations is an important issue for our people and our commitment to achieving carbon neutrality during the Make it Real strategy period is a real step forward on GHD's sustainability journey. We are committed to making this happen by placing resources and effort in the right places for this to become a reality.

eSolutions Diversity and Corporate Social Responsibility

Diversity and Inclusion

Our parent company, GHD is a multinational organization with over 10,000 employees, we are not a Minority and Women-Owned Business, a Small Business Enterprise or a Disadvantaged Business Enterprise. However, diversity and inclusion is at the core of our culture.

GHD's commitment to diversity and inclusion is directly linked to our global strategy and includes: championing gender equality, cultural diversity, adapting to the needs of generational workers and flexible working arrangements for our people. It is a journey that we are excited to have embarked upon.

Our teams are diverse and truly multidisciplinary, bringing a wide range of skills and in-depth experience to solve client challenges. We want our people to feel comfortable to share all aspects of themselves at work. Our commitment toward diversity in the workplace is driven by a strong conviction that genuine inclusion will deliver greater productivity, creativity, and diversity from deeper pools of talent and through fairer processes for all.

The World Economic Forum, Future of Jobs Report in 2016 indicates that gender equality in engineering is on the rise but that women represent only 11% of this globally. GHD is strongly committed to general equality with employees at all levels of the organization participating in internal events, external events and conferences to help educate and raise awareness of the challenges facing women in the profession. At GHD, the gender equality across our global organization is over 3 times higher than the industry average provided by World Economic Forum and continuing to rise.

The inclusion of Lesbian, Gay, Bisexual, Transgender and Intersex (LGBTI) employees and clients is an important part of that work. As part of our Diversity and Inclusion mission we have a strategic approach to LGBTI inclusion that encompasses: inclusive policies, inclusive culture and visibility, awareness training, monitoring against industry benchmarks and community engagement.

Corporate Social Responsibility

Our Corporate Social Responsibility program, GHD in the Community (GITC), is designed to have a positive social and environmental impact on the communities in which we operate.

		GHD people are actively involved in community and partner with many not-for-profit organizations globally. This includes the provision of pro-bono services and the support of a range of community-based enterprises for fundraising, volunteering, workplace support and engagement. Our people consider, formally apply and then nurture GITC partnerships, making this program one of deep interest and genuine personal pride amongst our workforce. Our clients also play an important part in this global community program by highlighting their challenges or identifying opportunities for our assistance. We are grateful for their involvement which enables us to add value and make a real difference to disadvantaged communities or causes. Projects of national or international significance - that help rebuild communities after disasters, assist with vital infrastructure or simply provide much needed support to affect positive change - are a key part of our approach to GITC.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not Applicable
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	bids&tenders Digital Procurement Platform: Greater Transparency and Openness to Public Bid Information-Suppliers can view all publicly Bid Document packages without having to register or login. Emergency Vendor Database - this is a great risk reduction for public agencies to supplement their Agency's Emergency Plan. This is searchable by commodity, performance, city, etc. Developed by Public Procurement Professionals - Two (2) user group meetings per year. Our Platform is compliant with all Trade Agreements applicable to Canadian public agencies. No additional cost for bids&tenders licenses, if an Agency hires additional Procurement staff during the term of the Contract.

Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	NA, all of our applications are SaaS and do not require travel. If our clients would like us to train in person then expenses for the travel would be extra. We warrant all our software from defects.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	No
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	NA
47	What are your proposed exchange and return programs and policies?	As part of our ISO registered process we have clients sign off on all deliverables prior to payment. We also have a termination clause of 90 days within our agreements.
48	Describe any service contract options for the items included in your proposal.	Typically all of our contracts are based upon a yearly award. Some of our contracts can be 3 - 5 years and very rarely we go monthly. This will be in our SLA Agreement and an example has been uploaded in additional documents with the terms and conditions. Online example here:

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	30 days	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	NA	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	eSolutions agrees to provide reporting as instructed in the RFP.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Visa up to 3,000	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing for all our Advanced Digital Product Solutions states a list price, less a 50% Sourcwell discount to arrive at a ceiling license price to be offered to Sourcwell Participating Agencies. Additional discounts will be offered to each Agency for additional licenses. We are offering Sourcwell a 2% Administrative Fee payable to Sourcwell for based on the 1st year Annual Licensing Fee. The only exception is for bids&tenders Digital Procurement Platform, Vendor Pay Model which the Annual Subscription Fee or Subscription Per Bid Fee has been previously established. For each Sourcwell Participating Agency that selects our bids&tenders Vendor Pay Model option rather than our bids&tenders Participating Agency Annual License Model which is covered in first Administrative Fee category, we are proposing a flat fee of \$ 1,000.00 for each Participating Agency selecting this model. This shall be paid based in the first year of the Contract with the Participating Agency only. Note: the above Administrative fees will be payable to Sourcwell by eSolutions in the country currency of the Sourcwell Participating Agency.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our pricing for all our Advanced Digital Product Solutions states a list price, less a 50% Sourcwell discount to arrive at a ceiling license price to be offered to Sourcwell Participating Agencies. Additional discounts will be offered to each Agency for additional licenses. Note: the above Administrative fees will be payable to Sourcwell by eSolutions in the country currency of the Sourcwell Participating Agency.
55	Describe any quantity or volume discounts or rebate programs that you offer.	We will offer Sourcwell participating Agencies additional discounts off our stated Annual Licensing fees based on the number of licenses required.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	eSolutions has provided pricing for all Products and Optional Services. Customization, Integration, Migration services,, if required by the Sourcwell Agency, eSolutions shall provide a written quotation based on our submitted hourly rates for Customization and work will not commence until the quotation has been signed off by the Agency. If Optional Service(s), Customization, Integration is approved in writing the participating Agency shall provide a prepayment of 50% and the balance shall be payable within thirty (30) days of satisfactory completion of the service sign off by the Agency.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Customization, Integration and Migration Services shall be quoted in writing to each Agency requiring such services. Written sign off must be provided prior to the start of service. Hourly fees shall be as stated in our Product Pricing Submission for Customizations..
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable to our Advanced Digital Solutions
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable to our Advanced Digital Solutions
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our Digital Advanced Solutions are SaaS based and are easily implemented across all Sourcwell participating Agencies across North America.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	We provided a discount to Sourcewell on our pricing. The standard pricing is what we offer to clients. We do negotiate depending upon how many products they buy

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	eSolutionsGroup uses several internal processes including ISO 90001 - we have to document the process and have agreement from our clients, Agree to the approve reporting structure and report timing and then we use our BST Financial System to track the sales under each quarter and PowerBI. We will adhere to the reporting requirements set forth in the RFP.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	eSolutionsGroup is proposing two (2) Administrative Fees to Sourcewell, as follows: i. A two (2) percent Administrative fee based on the first year annual license fee only for all proposed eSolutions Products. ii. For each Sourcewell Participating Agency that selects our bids&tenders Vendor Pay Model option rather than our bids&tenders Participating Agency Annual License Model which is covered in first Administrative Fee category, we are proposing a flat fee of \$ 1,000.00 for each Participating Agency selecting this model. This shall be paid based in the first year of the Contract with the Participating Agency only. iii. Note: the above Administrative fees will be payable to Sourcewell by eSolutions in the country currency of the Sourcewell Participating Agency.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	eSolutions Turn Key Solution Offerings eSolutions specializes in advanced digital solutions, mobile applications, multimedia communications, creative services and customized online solutions. GHD Digital also includes the sub brands of Conestoga-Rovers & Associates and eSolutionsGroup Limited. eSolutions is offering Sourcewell and their participating Agencies in the United States and Canada a complete turnkey to all our advanced digital solutions from GHD Digital outlined below: 1. bids&tenders Digital Procurement Platform: Is truly an end to end Procurement Solution, developed by Public Procurement Officials for public procurement. 2. Recruit Right: An application tracking and workflow system that reduces the time to recruit by seamlessly managing municipal recruiting needs from job posting and application submission to candidate pre-screening, review and reporting. 3. Police Information Check (ePic): ePIC™ makes it easy to apply for background checks while simplifying the process for staff. Citizens can fill out a request, forward a completed check, and pay for the services all through a paperless, online process seamlessly integrated into your website. 4. Paid Duty: Make it easy for the public to request a Paid Duty officer while streamlining your manual processes. Facilitate public requests and assign resources seamlessly and securely with our online application that stores and tracks requests, automatically generates e-mail confirmations, and schedules officers for special duty requests. 5. Appointio: Is an easy-to-setup online booking platform that lets customer's book appointments for in-person services to help you manage physical distancing and return to work restrictions. 6. SimpleTrack: Is a contact tracing application that provides a user friendly online system to screen visitors and staff, control entry, report on policy adherence and perform contact tracing. 7. Form Builder: Is the fast, easy and accessible way to move your forms online. Its responsive design adapts to any device and integrates directly into your website's look and feel for flawless customer experience. eSolutionsGroup is proposing a sole source of responsibility for all our Digital Advanced Solutions. We do not utilize dealers, resellers or subcontractors to provide any of our services. Our eSolutionsGroup staff in the United States and Canada will be solely responsible for all aspects of product development, sales, maintenance and support. Our proposed product and service offerings will appeal to all of Sourcewell's participating public agencies from state, county, local governments, higher education, school districts, utilities, health-care, etc.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	eBidding/eProcurement/Contract Management/SaaS Solution best describe our bids&tenders Digital Procurement Platform

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

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Enterprise resource planning (ERP) solutions	☐ Yes ☒ No	NA
67	Human resource information systems (HRIS)	☒ Yes ☐ No	RecruitRight
68	Financial management systems	☐ Yes ☒ No	NA
69	Enterprise content management (ECM) solutions	☒ Yes ☐ No	We added in Form Builder with eCommerce and Digital Signatures
70	Student information systems (SIS)	☐ Yes ☒ No	NA
71	Facility management software (FMS)	☐ Yes ☒ No	NA
72	Court, corrections, law enforcement, or justice system software solutions	☐ Yes ☒ No	NA
73	Municipal services, inspections, and permitting management solutions	☐ Yes ☒ No	NA
74	Equipment and accessories related to the offering of systems or solutions described above.	☐ Yes ☒ No	NA
75	Services related to the offering of systems or solutions described above.	☒ Yes ☐ No	bids&tenders procurement, Pingstreet mobile, SimpleTrack for Covid, Booking systems, Paid Duty and Police information check as noted in submission

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We use several internal tools such as Hubspot to track leads, follow ups, quotes. Once awarded we use BST Enterprise to document approved work, PO, Client and contract details and we have setup PowerBI reports on a monthly basis. Also as part of our quality system we track client satisfaction in key areas such as scope, schedule, responsiveness, adherence to contract and overall satisfaction of the client.
77	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	Our Digital Solutions can integrate with any system that has an API, Webservice, or a method to integrate seamlessly with ERP systems such as SAP, JD Edwards, and Great Plains, as well as document management systems such as eDocs, SharePoint, and others. In addition, by selecting GHD, the Agency will have a trusted partner that has extensive in-house experience in integrating systems through websites, mobile apps, custom apps and intranets. eSolutions has received more than 120 marketing and technology awards achieved in partnership with our clients.

78	Describe your migration, customization, and upgrade processes.	Integration and Migration Discussions If required by the Agency, Integrations and Migrations are an additional cost to be quoted, upon review of assignment with the Agency and eSolutions. eSolutions will host a technical consultation session where our technical teams will review the platforms in depth and determine the approach and solution for the various integration points. Once the scope of the integration is finalized and approved, a plan will be developed for the integration specifically, along with a testing and integration plan. We advise all our clients not to consider integration/customization for at least six months to have a full appreciation of the search functionality, reporting, exporting capabilities and other advanced features that our Digital Solutions can deliver. The majority of our clients end up not integrating or customizing. For the technical consulting / custom integration phase of the project, a design specification document and blueprint will be developed that outlines all of the integration points, end points, data mapping and business requirements. The proposed methodology for integration work would be completed using the waterfall method where we would take the following steps: eSolutions will setup and fully configure a dev/test environment for the software development of the integration and authentication features so that the Agency and eSolutions can work together on the integration and testing in a non-live environment. 1. bids&tenders Digital Procurement Platform: bids&tenders has a very active Public Sector user group consisting of over 350 public clients. The tremendous growth and acceptance of our eProcurement Solution is due in part to our User Group's suggestions on continuous improvement of our solution. We have two (2) face-to-face User Group meetings each year and provide product update releases every eight (8) weeks which are included at no cost.
79	Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.	eSolutionsGroup adopts security guidance from several data security standards including ISO27001, PCI DSS 3.2, OWASP and NIST. GHD group of companies maintains certification to the PCI DSS standard for any systems that are used for payment processing. Additionally GHD Digital family of companies in compliance to the ISO 27001 standard and has officially received certification. eSolutions staff will complete any maintenance that may affect the availability of the hosted applications outside of regular work hours as per our standard maintenance schedule. Clients are to be informed 72 hours in advance of any Unscheduled Maintenance except in the case of Emergency Maintenance. The following describes the standard scheduling of maintenance and system events: Scheduled Maintenance Window: 10:00pm - 4:00am on the 3rd Tuesday of each Month Unscheduled Maintenance: As required Backup Window: 6:00pm-8:00am daily In addition to performing regular updates to prevent against security threats, we take immediate action upon determining that a security incident has occurred. Negotiations of the timing of the releases will be finalized with the clients upon award of the contract if different from our typical schedule as part of the Service Level Agreement (SLA)
80	Describe your strategy related to implementation, integration and use of installation partners.	Each one of our products have an on boarding process clearly defined. Within our process we setup a meeting to review scope and to officially kick off the implementation. The purpose of the scoping call is to meet the project team members, identify key deliverables and establish target completion timelines. eSolutions takes care of all the agendas/notes and we use the PMI methodology.
81	Identify any mobile applications available for your offered solutions, if applicable.	All of our products are accessible (ADA, AODA) and responsive to any device. We also have a mobile App, Pingstreet. This location-based discovery tool provides real-time access to garbage and recycling calendars, elections information, news, current events, road closures and integrates into back-end software for reporting and forms and so much more. www.pingstreet.ca

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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

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

- [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Thursday September 03, 2020 11:14:12
- [Marketing Plan/Samples](#) - BrochuresandCostQuotes.zip - Thursday September 03, 2020 11:13:54
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information.pdf - Thursday September 03, 2020 14:04:19
- [Pricing](#) - Product Pricing-Final.pdf - Thursday September 03, 2020 14:05:05
- [Additional Document](#) - eSol_Sourcewell-Proposal-Response.pdf - Thursday September 03, 2020 12:15:47

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Sector_Admin_Software_RFP_090320 Thu August 20 2020 03:52 PM	☒	4
Addendum_6_Public_Sector_Admin_Software_RFP_090320 Mon August 17 2020 07:56 AM	☒	2
Addendum_5_Public_Sector_Admin_Software_RFP_090320 Mon August 10 2020 02:35 PM	☒	1
Addendum_4_Public_Sector_Admin_Software_RFP_090320 Thu August 6 2020 10:34 AM	☒	2
Addendum_3_Public_Sector_Admin_Software_RFP_090320 Thu July 30 2020 03:38 PM	☒	3
Addendum_2_Public_Sector_Admin_Software_RFP_090320 Thu July 23 2020 12:34 PM	☒	1
Addendum_1_Public_Sector_Admin_Software_RFP_090320 Fri July 17 2020 09:18 AM	☒	1

**AMENDMENT #1
TO
CONTRACT #090320-ESL**

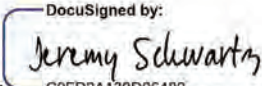
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **eSolutionsGroup Limited** (Vendor).

Sourcewell awarded a contract to Vendor to provide Public Sector and Education Administration Software Solutions with Related Services effective November 2, 2020, through November 2, 2024 (Contract).

On June 6, 2022, Vendor rebranded its company name and began operating under the name GHD Digital (Canada) Ltd. As of the date of this Amendment, all references to "eSolutionsGroup Limited" in Contract #090320-ESL will be replaced with "GHD Digital."

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By:  _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

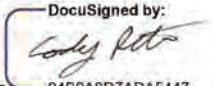
Date: 7/21/2022 | 2:40 PM CDT

Approved:

By:  _____
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 7/21/2022 | 2:40 PM CDT

eSolutionsGroup Limited

By:  _____
94B0A8D7ADA5447...
Cody Petrosino, Operations Manager

Date: 7/21/2022 | 12:35 PM PDT