

- Limit of Appropriation.** Carahsoft clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Four Hundred Fifty-Five Thousand, and 00/100 dollars (\$455,000.00), specifically allocated to fully discharge any and all liabilities County may incur. Carahsoft does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Carahsoft may become entitled to and the total maximum sum that County may become liable to pay to Carahsoft shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Fifty-Five Thousand and 00/100 dollars (\$455,000.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

Mutually approved travel and mileage expenses incurred in the performance of required services will be compensated only in accordance with the County's Travel Policy, a copy of which will be provided upon request.

- Public Information Act.** Carahsoft expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Carahsoft shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

- Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Carahsoft or any other party for any reason are hereby deleted.

Carahsoft will comply with § 23.0 (Indemnification) and all subsections of § 23.0 (23.1-23.7) of RFP-20-076 (Exhibit A).

- Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby

deleted. County does not agree to pay any and/or all attorney fees incurred by Carahsoft in any way associated with the Agreement.

8. **Product Assurance.** Carahsoft represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Carahsoft to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Carahsoft will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Carahsoft's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Carahsoft's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Carahsoft verifies Carahsoft does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Carahsoft represents pursuant to § 2252.152 of the Texas Government Code, that Carahsoft is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
10. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CARAHSOFT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Use of Customer Name.** Carahsoft may use County's name without County's prior written consent only in any Carahsoft's customer lists, any other use must be approved in advance by County.
13. **Conflict.** In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled *Agreement for Grant Management Software RFP 20-076*; second: Carahsoft's Price Quotation No. 21882807, attached hereto as Exhibit "B"; third: Carahsoft's Response to RFP 20-076, attached hereto as Exhibit "C"; fourth: the advertised

specifications of RFP 20-076, attached hereto as Exhibit "A"; fifth: eCivis' Statement of Work, attached hereto as Exhibit "D"; and sixth: the County's Travel Policy.

14. Dispute Resolution.

14.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to mediation.

14.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

14.3. Each party shall be responsible for its own costs associated with the mediation.

14.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

14.5. Carahsoft acknowledges that County is subject to the requirements of the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will comply with the provisions of the Texas Open Meetings Act.

15. Assignment and Delegation.

15.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

15.2. Neither party may delegate any performance under this Agreement.

15.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

16. Successors and Assigns. County and Carahsoft bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

17. Understanding, Fair Construction. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this

Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

18. **Inspection of Books and Records.** Carahsoft will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Carahsoft for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
19. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
20. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
21. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
22. **Performance Warranty.** Carahsoft warrants to County that Carahsoft has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Carahsoft will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Carahsoft warrants to County that their services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits A-D.
23. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Carahsoft as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 3 for work performed. Carahsoft shall promptly furnish all such data and material to County on request.
24. **Independent Contractor.** In the performance of work or services hereunder, Carahsoft shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Carahsoft or, where permitted, of its subcontractors. Carahsoft and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
25. **Personnel.** Carahsoft represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the services required under this Agreement and that Carahsoft shall furnish and maintain, at its own expense, adequate and

sufficient personnel, in the opinion of County, to perform the services when and as required and without delays.

All employees of Carahsoft shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Carahsoft or agent of Carahsoft who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing services for the County, Carahsoft shall comply with, and ensure that all Carahsoft Personnel comply with, all rules, regulations and policies of County that are communicated to Carahsoft, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

26. **Compliance with Laws.** Carahsoft shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Carahsoft shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

27. Termination.

27.1 Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

27.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If Carahsoft fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If Carahsoft materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

27.3. If, after termination, it is determined for any reason whatsoever that Carahsoft was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 27.1 above.

27.4. Upon termination of this Agreement, County shall compensate Carahsoft in accordance with § 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Carahsoft's final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.

27.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Carahsoft.

28. Notices.

28.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

28.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Robyn Doughtie, Information Technology Director
Fort Bend County Information Technology's Office
301 Jackson Street, Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: Carahsoft Technology Corp.
ATTN: Legal Department
11493 Sunset Hills Road, Suite 100
Reston, Virginia 20190

28.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 28.1 and 28.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

28.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

28.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

29. **Insurance.** During the term of this Agreement, Carahsoft will maintain insurance coverage as specified in § 22.0 and subsections (22.1-22.4) of RFP-076 (Exhibit A).

30. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachment and exhibit hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

CARASOFT TECHNOLOGY CORP.

KP George
County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard
County Clerk

Date

REVIEWED:

Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: The advertised specifications of RFP 20-076;
Exhibit B: Carahsoft's Price Quotation No. 21882807
Exhibit C: Carahsoft's Response to RFP 20-076; and
Exhibit D: eCivis' Statement of Work

Exhibit A

**Fort Bend County, Texas
Request for Proposals**



**Grant Management Software
for Fort Bend County
RFP 20-076**

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department Solicitations
c/o FBC Mail Center
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
“Purchasing Department” in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Tuesday, May 19, 2020
2:00 PM (Central)

MARK ENVELOPE:

RFP 20-076
Grant Management Software

***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES READ BY USE OF
CONFERENCE BRIDGE/PHONE.***

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court award.

Requests for information must be in
writing and directed to:
Jaime Kovar
Interim County Purchasing Agent
Jaime.Kovar@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Interim County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)			
Business Name (if different from legal name)			
Federal ID # or S.S. #			DUNS #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	Age in Business?	
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address			
City/State/Zip			
Physical Address			
City/State/Zip			
Phone/Fax Number	Phone: _____ Fax: _____		
Contact Person			
E-mail			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ SBE-Small Business Enterprise _____ HUB -Texas Historically Underutilized Business _____ WBE-Women's Business Enterprise _____	Certification # _____ Certification # _____ Certification # _____ Certification # _____	
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name			
Title			
Date			

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 SCOPE OF WORK:

Fort Bend County, Texas (hereafter referred to as the (“County” or “FBC”) seeks Proposals (“Proposals or RFP”) from qualified firms to provide a turnkey enterprise grant tracking, management, and indirect cost rate recovery software system for the Fort Bend County Judge’s Office, Fort Bend County Auditor and other County departments and component units (Drainage District, County Assistance Districts, Fort Bend County Toll Road Authority, Fort Bend Grand Parkway Toll Road Authority, Surface Water Supply Corporation, Fort Bend County Housing Finance Corporation, and Fort Bend County Industrial Development Corporation) (“Project”). Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in the RFP.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these

instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent’s proposal. All communications regarding the Proposal shall be directed to the County’s Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Jaime Kovar
Interim County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Jaime.Kovar@fortbendcountytexas.gov

4.0 SUBMISSION REQUIREMENTS:

4.1 Submission requirements: one (1) original proposal and one (1) electronic response on CD or flash drive are required by RFP opening time of 2:00 PM on Tuesday, May 19, 2020. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R20-076
Purchasing Department	Due Date: Tuesday, May 19, 2020
Solicitations	Time: 2:00 PM (CST)
c/o FBC Mail Room	For: Grant Management Software
301 Jackson, Suite 201	
Richmond, Texas 77469	

4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent’s name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal

not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County’s Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County’s Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Monday, May 11, 2020 at 10:00 AM. (central)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	April 27, 2020
Deadline for Questions:	May 11, 2020
Submission Due Date:	May 19, 2020
Evaluation of Submissions:	Week of May 25th
Commissioners Court Permission to Negotiate:	June 2, 2020
Negotiations:	June 2, 2020
Final Contract Approval Commissioners Court:	July 7, 2020

9.0 PRE-RFP CONFERENCE:

There is no pre-RFP conference for this project. Due to public health emergency, COVID-19, RFPs will be opened and read by use of our conference bridge/phone. Interested vendors are to dial 281-238-3660 and when prompted, enter the bridge number 12892# to hear the vendor firm name that submitted no earlier than 2:00 PM (CST) on the date RFP is due. No dollar amount will be read.

10.0 RETENTION OF RESPONDENT’S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

13.0 CONFIDENTIAL MATTERS:

- 13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

14.0 LIMITS OF SUBCONTRACTORS:

- 14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

- 14.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

17.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all WCAG 2.2, Level 2 web content accessibility guidelines.

18.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

19.0 PERFORMANCE AND PAYMENT BOND:

No performance nor payment bond is required for this project.

20.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

- 21.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts,

contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

<https://www.ethics.state.tx.us/File/>

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read Fort Bend County.

21.2.2 Identification number use: RFP 20-076

21.2.3 Description is: Grant Management Software

21.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

22.0 INSURANCE:

22.1 All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

- 22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 22.2.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
- 22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (Medical Malpractice) Insurance. All Liability policies including Workers' Compensation written on behalf of contractor, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

23.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

24.0 OBJECTIVES:

The objectives of this project are as follows:

- 24.1 Improve comprehensive grant reporting by the County
- 24.2 Track the County's success rate in obtaining grants
- 24.3 Identify grants available to fund projects
- 24.4 Track expenses on a grant and department level basis
- 24.5 Monitor grant deadlines and deliverables
- 24.6 Establish an audit trail for all grant activities including internal self-performed project activities.

25.0 BUSINESS REQUIREMENTS

The grant management software system must be able to perform the following tasks:

- 25.1 Search and allow access/submission to all available governmental and all major private foundation grant sources (updated frequently)
- 25.2 Allow access to the database of previously accepted grants submissions for review purposes
- 25.3 Ability to track in detail the actuals costs expended compared to the grant budget for an unlimited number of grants (or at a minimum 750 open grants at a time)
- 25.4 Ability to track expenditures vs. time remaining on grant(s)
- 25.5 Ability to integrate reimbursement, expense, budget, and performance metric data from one, or many, sources to the grant software
- 25.6 Ability to generate reports, including, but not limited to:
 - 26.6.1 All grants received by the County by department, by project
 - 26.6.2 Track all funding sources for each project
 - 26.6.3 Deadlines and deliverables, by department, by project, by grant
- 25.7 Custom reporting - Ability to create summary and detailed reports on the same grants by a grouping (department, grant type, etc.)
- 25.8 Ability to automatically generate Federal Office of Management and Budget (OMB) financial reports or other funding agency required reports
- 25.9 Ability to create audit trail of every action taken on a grant
- 25.10 Ability to store/upload backup for all grant related documents/expenses electronically (copies of invoices, checks, etc.)
- 25.11 Ability to create and submit status reports directly to the granting agency or provide reports compatible with the major grant sources from the program
- 25.12 Ability to generate reminders of grant tasks due including programmatic and financial report due dates
- 25.13 Indirect Cost project activities including materials, staffing and equipment resources
- 25.14 Ability to perform Indirect Cost Allocations
- 25.15 Login access to the program with multiple tiers of access (some unlimited, some reports only, some expense submission only, etc.)

- 25.16 Ability to directly (or through a data bridge) interface with multiple Enterprise Resource Planning (ERPs) including Lawson and others
- 25.17 Provide research tool with samples of previous funded applications for the grant being considered
- 25.18 Provide executive summaries of grants, including eligibility, match required, maximum funding available, program office notes, whether anyone else in the County is applying or interested in the grant, associated grant
- 25.19 SaaS delivery method is preferred
- 25.20 Ability to create audit trail of every action taken on a grant

26.0 TECHNICAL REQUIREMENTS

The grant management software system must be able to satisfy the below requirements:

- 26.1 FBC is requesting responses from qualified Respondents that are capable of providing a commercial web-based solution to improve business processes with a grant tracking and management system.
- 26.2 Ability to create audit trail of every action on a grant
- 26.3 Ability to generate reports, create custom reports and save them in different formats like pdf, excel, csv etc. using a generally available reporting tool acceptable to the County (Microsoft SQL Server Reporting Services, SAP Crystal Reports, etc.)
- 26.4 Ability to interface with County's ERP cloud based solution Infor 10 (Lawson)
- 26.5 Ability to store/upload backup for all grant related documents/expenses electronically
- 26.6 Comply with the County's current Information Technology (IT) architecture and standards.
 - 26.6.1 Ongoing compatibility with the latest currently supported and generally available client computer architecture utilized by the County (currently Microsoft Windows 10)
 - 26.6.2 Advise where the server is hosted
 - 26.6.3 Hosted solution failover. 99.9% uptime backed by Service Level Agreement
 - 26.6.4 Advanced notification for planned outages and system downtime

- 26.6.5 Support for Multi-Factor Authentication for all system users
- 26.6.6 Software must be compliant with industry regulations
- 26.6.7 Support for role-based permissions and for audit trails
- 26.6.8 Data must be encrypted at rest and in transit
- 26.6.9 Data backup and storage solution
- 26.6.10 Ability to fully export all grant data and all attached files on request
- 26.7 System Testing and Acceptance: A final system acceptance test will be required after all system components are installed and operational. The County will formally accept the system after the successful completion of the system acceptance test. The County will determine whether the system meets the standards as outlined in the contractual documents.
- 26.8 Project Management: Each response to this RFP should include a communication plan for ensuring a successful implementation. The County requires regular meetings and communication with the contractor as to the progress and direction of the project. Communication plan should include meetings with the project team, biweekly or as necessary to implement the solution on the project schedule. The contractor will be required to provide a detailed project schedule that includes tasks to be completed by the County and the contractor with appropriate time required to complete the tasks. The plan must include consideration for Business Process Re-Engineering efforts and Change Management efforts to assure successful adoption of the system by the County. The contractor's payment schedule will be based on the successful completion of these milestones.
- 26.9 Training: Contractor shall provide training to the County staff at a County designated facility (this may be online training). A detailed training plan is to be provided with the response. Contractor is required to provide electronic version of all user manuals for the software solution. All the training sessions must be recorded and be made available to the County.
- 26.10 Delivery method preferred is SaaS and be supported by an Service Level Agreement (SLA) that is acceptable to the FBC.
- 26.11 Vendor shall provide a list of recommended equipment, system hardware components, and any third party software necessary to run the proposed system.
- 26.12 Vendor shall provide maintenance and support for the system via a toll free number staffed and available during normal business hours. Response time and Resolution time for support calls must be specified in the SLA and should be acceptable to the County.

- 26.13 Contract must stipulate that all data entered or generated by the software on behalf of the County is the property of Fort Bend County. Provision must be made for export of all such data in a generally compatible format upon termination of the contract or at the request of the County at any time.
- 26.14 Contract must stipulate that all data entered or generated by the software on behalf of the County is confidential and not to be shared with any third parties for any reason without written authorization by The County.

27.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

- 27.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding Scope of Work
2	Firm Experience
3	Staffing
4	Price
5	Required forms and overall completeness of submission

- 27.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.
- 27.3 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of past projects. Include a list of current and/or pending installations, including number of licensed users.
- 27.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Scope of Work (weight factor = 30%)

- Describe proposer's understanding, responsiveness and approach to providing a turnkey grant management software solution and future maintenance and support. Also include description of communication and training plan, content management system, project schedule, etc.

Tab 2

Firm Experience (weight factor = 25%)

- Firm Experience with website design services of similar size and complexity
 1. Identify the length of time the firm has been in business of providing grant management software solutions.
 2. Identify the current and/or recent history of past performance of a similar nature to the performance offered in response to this RFP.
 3. Provide three (3) letters of recommendation, on reference provider's letterhead, regarding providing a turnkey grant management software solution similar in nature to our project, from whom you have provided services within the last ten (10) years, including company/entity name, physical address, contact person, phone number, and email address.

Tab 3

Staffing (weight factor = 15%)

- Provide a profile of your project team and describe how you propose to staff the project. List the names, titles, and roles of every staff member who will participate in our project. State the amount of time in months and years the employee has worked for your firm. Include a brief (2-3 sentence) summary of each project member's qualifications and previous experience on similar projects. Describe who our primary point of contact will be for each step of the project.

Tab 4

Price (weight factor = 25%)

- Provide an itemized cost sheet.
- Provide a warranty and service for support for one (1) year following project completion. Provide maintenance pricing for years two (2), three (3), four (4), and five (5).

Tab 5

Required forms and overall completeness of submission (weight factor = 5%)

- Proof of Insurance
- Completed Respondent forms
- Completed W9 form
- Completed debt form

28.0 AWARD:

RFP will be evaluated by a committee comprised of County staff. The committee will review Request for Proposal submitted and may develop a short list of not more than four (4) firms. These firms will be requested to submit additional information and may be invited for a presentation with the Committee. Based on further review after the interviews, the committee will forward their recommendations to the Fort Bend County Commissioners Court.

29.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 29.1 Agreement to NFot Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 29.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

30.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

31.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached/included and return with submission:

- 31.1 Vendor Form

31.2 W9 Form

31.3 Tax Form/Debt/Residence Certification

31.4 Certificate of Insurance, as stated in Section 22.0

31.4 No Bid/RFP Questionnaire (if applicable)

32.0 ENCLOSURE:

32.1 Fort Bend County Travel Policy

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Exhibit A

NO BID/PROPOSAL/QUALIFICATIONS FORM

Jaime Kovar
Interim County Purchasing Agent

Office (281) 341-8640

Bid/RFP/RFQ Number: _____

Vendor's not responding to this solicitation are requested to complete and submit this form to:

Jessica.Carabajal@fortbendcountytexas.gov

Please provide your purpose for not responding to this solicitation.

<input type="checkbox"/>	Project size is too large.	
<input type="checkbox"/>	Project size is too small.	
<input type="checkbox"/>	Unable to obtain required bonding.	
<input type="checkbox"/>	Unable to obtain required insurance.	
<input type="checkbox"/>	Not within the scope of our expertise.	
<input type="checkbox"/>	Not equipped to complete this project.	
<input type="checkbox"/>	Can supply item, but it is not competitive.	
<input type="checkbox"/>	Not enough time to respond to this solicitation.	
<input type="checkbox"/>	Do not desire to remain on your notification list.	
<input type="checkbox"/>	Cannot supply item/service by the delivery/completion date.	
<input type="checkbox"/>	Do not provide this type of product. Please remove us from your notification list for this solicitation.	
<input type="checkbox"/>	Not interested in this type of project. Explain:	
<input type="checkbox"/>	Cannot comply with specifications. Explain:	
<input type="checkbox"/>	Other:	

Please complete the below information:

Company Name:	
Mailing Address:	
Physical Address:	
City:	
State & Zipcode:	
Name of Signatory:	
Title of Signatory:	
Signature:	

Annex B

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

OUT OF STATE TRAVEL:

Authorization: The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Documentation: The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

LODGING (In and Out of State):

Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year).

Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with reimbursement request.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees allowable: Self-parking

Additional fees allowable with justification: Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

Fees not allowable: Internet, phone charges, laundry, safe fees

Gratuities: Gratuities are not reimbursable for any lodging services.

Overpayments by County: Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

Procurement Card: The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: **A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable.** The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

Changes/Modifications to Reservation – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

County Exemption Status – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

MEALS:

Texas: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

Out-of-state: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

Late Night Arrival – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

Day trips: Meals will not be reimbursed for trips that do not require an overnight stay.

Procurement Card: No meal purchases are allowed on any County procurement card.

Documentation: No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

TRANSPORTATION:

Personal Vehicle: Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

Allowable expenses: Parking and tolls with documentation.

County Vehicle: Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

Allowable expenses: Parking and tolls with documentation required.

Airfare: Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

Allowable Expenses: Bag fees. Fare changes are allowable if business related or due to family emergency.

Unallowable Expenses/Fees: Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

Rental Car: Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. When making a reservation traveler should provide the County's [REDACTED] The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should

select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. . The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

Enterprise:

● [Redacted]
● [Redacted]
● [Redacted]

Avis:

● [Redacted]
● [Redacted]

Unallowable Fees/Charges: GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

Allowable expenses: Parking and tolls allowed with documentation.

Other Transportation: Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

Gratuities: Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

Procurement Card: The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

REGISTRATION:

Registration fees: Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

Procurement Card: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

GRANTS:

Travel expenditures from Federal and State grants must also conform to the granting agency’s funding requirements.

TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

EXCLUSIONS:

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

Exhibit B

GOVERNMENT - PRICE QUOTATION

Exhibit B

CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | eCivis@CARASOFT.COM

TO: Jaime Kovar
 Interim County Purchasing Agent
 Fort Bend County
 301 Jackson, Suite 201
 Richmond, TX 77469 USA

FROM: Garrett Smith
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: Jaime.Kovar@fortbendcountytexas.gov

EMAIL: Garrett.Smith@carahsoft.com

PHONE: (281) 342-3411

PHONE: (571) 662-3062

FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 21882807
QUOTE DATE: 09/04/2020
QUOTE EXPIRES: 09/30/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$91,000.00

TOTAL QUOTE: \$91,000.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	BL-00000-01	eCivis includes 5 base user subscriptions. eCivis, Inc. - BL-00000-01		\$500.00 OM	60	\$30,000.00
2	AL-10001-20	A Software-as-a-Service/Commercial off-the-shelf costs allocation software that has the ability to create full-cost and federal cost allocation plans, indirect cost rate proposals, manage cross-jurisdictional P&Ls, or help determine full, defensible, in eCivis, Inc. - AL-10001-20		\$20,000.00 OM	1	\$20,000.00
3	GN-20001-22	A Software-as-a-Service/Commercial off-the-shelf grantee post-award management that has the ability to manage the entire grant process from grant award to closeout. The software has the ability to simplify and standardize process across a department or eCivis, Inc. - GN-20001-22		\$19,500.00 OM	1	\$19,500.00
4	GN-20001-20	A Software-as-a-Service/Commercial off-the-shelf grantee pre-award management that integrates each step from project creation to grant award. The software has the ability to search relevant, eligible Federal and Foundation grants - professionally review eCivis, Inc. - GN-20001-20		\$16,500.00 OM	1	\$16,500.00
5	GN-20001-21	The software add-on has the ability to expand your search to relevant, eligible State grants - professionally reviewed and summarized by a full-time professional research team - and save your search criteria to be notified when new funding is identified Grantee Pre-Award Software Add-on: State Grant Research (Only available in AZ, CA, FL, GA, TX, CO, MI, NC, PA, VA, WA) eCivis, Inc. - GN-20001-21		\$5,000.00 OM	1	\$5,000.00
SUBTOTAL:						\$91,000.00

GOVERNMENT - PRICE QUOTATION

Exhibit B

CARASOFT TECHNOLOGY CORP

carahsoft.



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARASOFT.COM | eCivis@CARASOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
				TOTAL PRICE:		\$91,000.00
				TOTAL QUOTE:		\$91,000.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 9/30/2025. Payment is due net 30 days from invoice date.

Cycle 1: 10/1/2020 through 9/30/2021 for a price of \$91,000.00

Cycle 2: 10/1/2021 through 9/30/2022 for a price of \$91,000.00

Cycle 3: 10/1/2022 through 9/30/2023 for a price of \$91,000.00

Cycle 4: 10/1/2023 through 9/30/2024 for a price of \$91,000.00

Cycle 5: 10/1/2024 through 9/30/2025 for a price of \$91,000.00

Exhibit C

carahsoft

CARASOFT'S RESPONSE TO THE

Fort Bend County

Request for Proposals

Grant Management Software

SOLICITATION NO. 20-076

Tuesday,
May 26, 2020

SOLUTION PROVIDED BY



CARASOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD, SUITE 100
RESTON, VA 20190

888.66.CARAH | WWW.CARASOFT.COM

May 26, 2020

Fort Bend County
Purchasing Department
301 Jackson Street
Suite 201
Richmond, TX 77469

Re: Carahsoft's Response to the Fort Bend County's Request for Proposals for Grant Management Software, Solicitation # 20-076

Dear Jaime Kovar,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Fort Bend County (FBC)'s Request for Proposals for Grant Management Software. Carahsoft is proposing eCvis who fully meets the FBC's requirements. Our team has fully considered the FBC's requirements outlined in the Request for Proposals, and has carefully put together a solution that will best meet your needs.

Since opening its doors in 2004, Carahsoft has successfully executed over 140,000 orders to State, Local Government, Educational entities. As a top-ranked partner for eCvis, Carahsoft has delivered best value solutions to our public sector clients for over 15 years.

Please feel free to contact me directly at 703.889.9784/John.Jasper@carahsoft.com or Lorin Krzywicki at 703.889.9737/Lorin.Krzywicki@carahsoft.com with any questions or communications that will assist the FBC in the evaluation of our response. This proposal is valid for 90 days from the date of submission.

Thank you for your time and consideration.

Sincerely,



John Jasper
Account Representative

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EXECUTIVE SUMMARY

Solution Overview

Carahsoft Technology Corporation understands that the Fort Bend County is seeking a turnkey enterprise grant tracking, management, and indirect cost rate recovery software system. As the Prime Contractor, Carahsoft has assembled a team for the initiative that includes our Solution Provider, eCvis, as the best solution to meet FBC's requirements.

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing, and contract program management. This experience has enabled Carahsoft to achieve the top spot in leading software license GSA resellers.

VENDOR RELATIONSHIPS – Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships, of which **eCvis** is an important part. Carahsoft's contract vehicles carry over 200 vendors.

PROVEN EXECUTION – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. Carahsoft seamlessly generates quotes within 30 minutes or less and processed over 94,000 orders in 2019 that were each completed the same day received.

CONTRACT VEHICLES – Since 2004, Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

GROWTH & STABILITY – Carahsoft has continued to show impressive growth year after year, with annual revenue of \$3.4 million in our first year in 2004 to \$6.6 billion in 2019. In September of 2019, 11,521 orders were processed worth nearly \$1.4 billion. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed on our awards page: <http://www.carahsoft.com/awards>.



- Top Ranked GSA Schedule 70 Contract holder for software
- #19 on Washington Business Journal's Largest Government Contractors List for 2019
- #37 on Washington Technology's Top 100 Government Contractors List for 2019
- #18 on CRN Solution Provider 500 List for 2019

Solution Provider: eCvis

eCvis (www.ecvis.com) is an independent software vendor (ISV) and the leading North American Software as a Service (SaaS) provider for cloud-based, grant management and cost allocation solutions offering an innovative suite of applications that addresses every stage of the grants life cycle (Exhibit 1). Our purpose-built Grants Network™ and Allocate software were designed to simplify the entire grants lifecycle, from identification and acquisition, through reporting and close out.



Exhibit 1. Grants Life Cycle

eCivis is a GTY Technology Holdings, Inc. (NASDAQ: GTYH) company. Founded in 2016, GTY provides a suite of cloud-based software solutions for North American state and local governments. For more information, please visit www.gtytechnology.com.

eCivis' single focus is to assist state and local governments interested in modernizing their grants management systems (GMS) to maximize grant revenues, reduce costs, and decrease administrative burden on staff. This results in clients improving grant performance and the use of tax dollars to better serve the needs of residents and communities.

eCivis has three CGMS on full-time staff. Two CGMS oversee the development of eCivis' current full lifecycle grant management platform, including cost allocation and indirect cost rate calculation. Under their guidance, eCivis has developed an industry leading solution focused on aligning the unique needs of state and local governments as a recipient, and as a pass-through entity. They ensure the integration of government standards (e.g. 2 CFR 200) into the company's user-centric design. This design philosophy addresses the general lack of grants management expertise in the public sector and helps promote the reduction of administrative burden as well as mitigating fraud, waste and abuse. By cross walking the OMB Uniform Guidance into our SaaS grants management solution, we improve governance and transparency, reduce audit findings, and reinforce federal compliance; which is critical in an environment where formal training is difficult to access.

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eCivis' maintains a Client Advisory Board (CAB) that consists of thought leaders in the grants management profession from some of the largest and most active government entities in the country and includes Certified Grants Management Specialists. CAB members meet periodically to advise eCivis and to support the development of meaningful, purpose-built technology to empower organizations in their pursuit, attainment, and management of grant funding. The CAB consists of over two dozen governments, including State of Arizona, State of Maryland, Georgia Department of Labor, Los Angeles County, Harris County, City of Atlanta, GA, City of Detroit, City of Tallahassee.

TAB 1: UNDERSTANDING SCOPE OF WORK

Describe proposer's understanding, responsiveness and approach to providing a turnkey grant management software solution and future maintenance and support. Also include description of communication and training plan, content management system, project schedule, etc.

eCivis appreciates the invitation and the opportunity to respond to RFP 20-076 Grant Management Software for Fort Bend County, and we believe our proposed services and software will satisfy the needs of the County set forth within. Our demonstrated success providing organizational change management, supported through a customized layer of innovative software solutions, staff training, and ongoing technical support uniquely positions eCivis to configure and implement a holistic solution, designed in partnership with the County of Fort Bend staff. Outlined below and throughout our response we will detail our ability to achieve the County's main goals, including but not limited to support staff collaboration and information-sharing, automation of workflows and functions, reduction of administrative redundancies, and timely and accurate project management, in-turn leading to increased transparency within the County, and between the County and its citizens. Furthermore, eCivis' grants management software has Federal and State compliance requirements built in providing the County of Fort Bend with a solution that will lead to the reduction and elimination of single audit findings.

eCivis' Grants Network™ is a proven Commercial Off the Shelf (COTS), vendor-hosted grant management and cost allocation system that provides end-to-end grant lifecycle automation. As a secure, cloud-based Software-as-a-Service (SaaS) solution, eCivis combines programmatic grant and budget data with financial information through integration with modern enterprise resource planning (ERP) and financial systems. Our agnostic SaaS platform maintains the ability to integrate with other systems, as necessary, to maximize information-sharing and drive staff collaboration. The incorporation of eCivis' Grants Network can also eliminate the need for antiquated or disparate systems, leading to realized cost savings across the organization, reducing their burden on the General Fund.

eCivis' grant management system includes fully integrated pre- and post-award management that incorporates indirect cost rate maximization, project management, fund management and budget preparation, configurable workflows and approval processes, dashboards, and performance analytics. The platform delivers application programming interfaces (APIs) and is scalable for use, growing alongside the County's project and grant portfolio.

As a cloud-hosted solution, eCivis has no software dependencies for the County and is compatible with any hardware device that provides Internet access via a modern web browser. By moving to Grants Network clients no longer need their internal IT teams to configure, build or maintain on premise systems.

eCivis software significantly reduces the time spent on grant activities and on the retrieval and processing of data throughout a grant's lifecycle. Our solution incorporates over a decade of best practices in working with thousands of grant organizations into a single, seamless grant management solution that ensures clients will benefit from proven processes and efficient workflows. Within weeks of starting implementation, the rationalization of application templates and business process reengineering will lead to reduction in the complexity and number of application templates required and inefficient workflow processes.

eCivis Grants Network is specifically built for managing the full grants management lifecycle and will standardize and streamline processes so that the County of Fort Bend staff can save time, increase

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transparency, reduce redundancies, data entry, and risk, and improve organizational collaboration and knowledge. eCivis clients see improved compliance and mission outcomes, operational efficiencies and cost savings, and maximize funding.

eCivis provides ongoing innovation with continual updates, leading to:

- Consistently updated software features and functions.
- Improved data integration with systems
- Uniform Grant Guidance training, indirect cost support and fund maximization, and access to additional learning resources
- Improved internal control and regulatory requirements compliance

These continual improvements lead to return on value year after year.

Description of Services

Since 2000, eCivis has implemented more than 3,600 grant solutions across the United States focused primarily on state and local government. As a result, our firm's implementation experience and project methodology incorporate a deep understanding of what drives successful grants management software implementations.

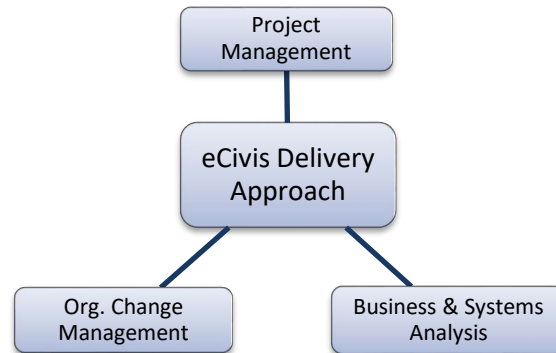
eCivis' philosophy and guiding principles in the way we approach the planning and execution of our grant management implementations, and an overview of how we would collaborate with the County of Fort Bend based on the needs stated in the RFP to achieve program success are provided below.

Philosophy and Guiding Principles

Our grant management engagements are guided by an approach and philosophy that is common to our engagements, but also informed by our clients and their specific needs. This philosophy includes:

- **Configuration-first mindset for COTS/SaaS products.** The County would get the most benefit from a SaaS solution that is configured to your needs and enables your users but does not saddle you with future technical debt in the form of difficult-to-maintain customizations.
- **Collaboration and co-creation** during delivery by truly partnering with the County's team and stakeholders during implementation to make sure you are a part of the process and that holistically everyone has ownership and buy-in to the outcome of the solution.
- **Client enablement** through collaboration on the project, knowledge transfer, and training to position the County team to manage and operate the system with minimal ongoing intervention from IT or from technology vendors.
- **Provide value early and avoid surprises** by iteratively prototyping the solution and delivering it into the hands of users.

Based on these guiding principles, we apply a set of methodologies and a delivery approach to the eCivis solution for a successful implementation. This methodology is further outlined below.



Upon award, eCivis will schedule a kick-off meeting with the County's team. During the initial meeting, our teams will discuss challenges to overcome, pain points. Existing policies and procedures, how data/information is stored. Together, we will define success and establish quantifiable goals.

In this stakeholder meeting we will review the various phases of the eCivis implementation including:

- Account Setup
- Change Management
- Cost Allocation
- LAWSON INFOR10 Financial Data Integration (bi-directional)
- Data Migration
- Pre-Award Proficiency
- Post-Award Proficiency

eCivis' Project Manager will send the County of Fort Bend staff a summary of the meeting including: action items and owners, upcoming meeting requests, a list of County deliverables required to begin each implementation phase.

eCivis Grants Network™ Delivery Approach and Methodology

Grants Network is deployed as a SaaS platform. Installation can use existing functionality and system integration (the COTS aspect), or some configuration can be implemented. Deployment can be rapid for two reasons:

- No significant software development phase is required. Once the desired configuration is confirmed through the change management plan, the system is deployed using configurable (noncoding) functionality.
- There are existing successful models to best match a particular organization's policies and procedures. This shortens the discovery/change management timeline. eCivis can make recommendations quickly and has grant professionals on staff to provide efficient feedback.

During LAWSON INFOR10 Financial Data Integration, we will gather and review the information that will help complete the transfer process of data from the existing county documents to Grants Network. During the Post-Award Proficiency phase, we will gather project data, including for post-award data, to be migrated to eCivis into the Grants Network platform. The final stage will take place during the last week of the project where we will Go-Live. Each identified department will then be ready for full adoption.

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eCivis understands Fort Bend County requires a Grants Management System (GMS), to effectively manage all phases of grant administration that will meet the following objectives:

- Assist the County with identifying and researching grant opportunities
- Integrate with existing systems including LAWSON INFOR10 (bi-directional)
- Maintain/schedule/track award documentation and required reports
- Facilitate grantor contract completion
- Facilitate budget preparation
- Track fund use to ensure the County meets grantor compliance
- Track match fund sources and link multiple grants/funds for one project
- Import scanned documents, such as issued reimbursements and check images, for centralized record-keeping
- Record staff time assigned to specific grant-funded projects
- Provide automated task lists for teams related to grant/funder requirements
- Manage and track tasks related to project management
- Retrieve data reports in Excel spreadsheet and PDF formats
- Assist in quantifying, and securing reimbursement for, indirect expenses
- Reduce grant administration costs and administrative burden
- Produce reports appropriate for audits and the public

eCivis acknowledges that Fort Bend County requires a GMS that can manage the full life cycle of a grant including, but not limited to: registration, solicitation, application, review, selection, award/contracting, permitting, monitoring, communications, modification, reporting, close out, and financial management process.

In addition to providing the base software, Fort Bend County requires a vendor who will also provide the following services:

- Project management
- Initial set-up and configuration of software and workflows
- On-going technical support for software implementation for the duration of the initial contract and subsequent renewals

eCivis is a secure, fully hosted Software-as-a-Service (SaaS) grants management solution that incorporates grants management 'best practice' into a scalable enterprise solution to deliver remarkable results at speed and scale. By providing a grant-specific solution rather than a business solution which has been re-engineered to manage grants, eCivis' functionality is uniquely differentiated - highly-scalable, efficient and capable of managing complex enterprise grants programs. Requiring limited to no support from IT, its adaptable configurability eliminates costly customization considerations. This configurability is accessible without the need for new code, at the user level and without assistance.

Grant Acquisition

Professionally curated grant research is a key component of Grants Network. eCivis employs a full-time professional staff to research and summarize the most important information from the thousands of disparate federal and nonfederal solicitations into a standardized format that allows users to access, research, and determine relevance in less time. The average time to read and summarize a solicitation is approximately two hours. An eCivis user can accomplish the same task in 10 minutes. The impact to staff will provide up to 91%-time savings.

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eCivis Grants Network® provides you with the ability to manage the entire planning and grant pursuance process. We integrate each step from project creation to grant award so you can eliminate the numerous steps and systems required to secure the right funding for your projects.

Here are some of the activities we can help you manage:

- Create and track projects you need funded
- Create and track your goal and objectives for each project
- Assign metrics to track performance for each goal or objective
- Search relevant grant opportunities (16,000+ federal, state and foundation grants)
- Over 1,000 examples of previously funded applications
- Professional analysis of funding opportunities
- Email grant opportunities to others and track activity
- Assign grants to projects you setup in the system
- Create approval workflows to approve grant pursuance
- Create required and reminder tasks
- Build your narrative and grant budget
- Collaborate with your project team on an application
- Save all your files in one place
- Import scanned documents
- Access Uniform Guidance reference tools
- Manage the communication and approval of grant awards
- Track your win rate by project, department and organization
- Track all pre-award grant activity by department, project, CFDA, etc.
- Track all grants that are being considered and have been applied for
- Allocate and track multiple funding sources
- Push application and award date to your financial system (additional integration services required)

Grant Management

eCivis Grants Network® provides you with the ability to manage the entire grant process from sourcing grant opportunities to closeout. Pre-award and post-award grant processes are often managed in disparate systems. We can help you simplify processes, spend down funds efficiently and manage the performance of your grant funded project.

Here are some activities we can help you manage:

- All pre-award, grant sourcing activities (see grant acquisition page)
- Track and report all of your projects (total awards)
- Track and report on your goal and objectives for each project
- Build and save template reports for internal and external reporting
- Build workflows to automate approvals and periodic reviews
- Email reports to others and track activity
- Setup required tasks at various post-award stages
- Integrate your project tasks with your email calendar
- Track and report on grant expenditures
- Collaborate with your project team on performance reports
- Save all your files in one place
- Track and report on budget-to-actual by grant

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- Manage the communication and approval of budget amendments
- Track and report all post-award grant activity by department, project, CDFA, etc.
- Track and report on past due and completed tasks
- Track and report on multiple funding sources (federal, state, foundation)
- Import financial transactions from your financial system
- Create and publish applications for solicitation to subrecipients
- Track and monitor subrecipients with roll-up reporting

Integrated expert resources to address compliance:

- Thompson's expert digital compliance guides and federal handbooks
- Thompson's grants news and intelligence + GrantsWire
- Thompson's webinars (additional fees may apply)
- Digital CFR Title 2 Grants and Agreements
- Templates and tools library
- Basic and advanced grant training

eCivis provides a single centralized system for users to collaborate and manage the funding pursuit process. Our robust workflow generator tool that automates and streamlines your internal controls, policies, workflows, and the management process. eCivis provides each user with a unique username and password utilizing industry standard encryption to access the system and allows for password retrieval as needed. System access and functionality limitations may be set based on division and/or role. System administrators will have the ability to add and remove users and change and manage users' access levels within the system.

eCivis provides shared organization, department, project, and grant workspaces featuring high-level dashboard views with rollup summary data. Our platform provides a highly advanced workflow engine to mimic organization and department approval chain functions to provide management oversight, audit, internal control and policy management, and approval abilities.

Fort Bend County administrators, managers, directors, and claims staff can invite and designate the appropriate members of a collaborative team to the sharing workspace for any given project. Teams will collaborate and work through grant management workflow via assigned tasks. Tasks can be created by anyone with given authority to do so. Each user is aligned to a role and is assigned tasks based on approval workflows and responsibilities. Tasks are set up in the system to replicate the client's internal grants policy and controls, which enforce compliance and governance. Mandatory tasks can be created in the system and set to automatically populate at specific predetermined points throughout the grant lifecycle.

eCivis workflow integrates into any email client being used by organization and generates task notifications via email and dashboards within the system notifying users that there are specific actions assigned to them. Once an action is completed the system notifies the user. Users can access Grants Network directly from email and make necessary approvals as needed. Any late or pending tasks are provided as well as any changes made to tracked grant opportunities. Notifications are generated when new and completed tasks are generated. The system allows users to be added into a workflow at any time.

Project members can create approval, required, recurring, scheduled, and miscellaneous tasks that can be assigned to individuals and/or groups. The workflow function includes due dates, reminders, email notifications, and provides for file attachments and delivery. Any file can be uploaded into the system and attached to a task, project, or put in the library at any time given the user's authorization to do so.

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Users can create projects in the system and tie one or many grants to a single or multiple projects. The flexibility allows a single grant to be tied to multiple projects as well. The system is designed with the grant administrator/manager in mind and project management workflows map Uniform Guidance (2 CFR Part 200) and state and local compliance requirements to standard available actions across the entire grant life cycle; including inputs from subrecipients. Automated workflows minimize data entry, reduce administrative burden and improve compliance.

eCivis' workflow allows users to create and manage deadlines directly in the system. The timeline of projects, grants, and workflows are captured in the system. The system automates notifications for due dates and administrators can set reminders prior to the due date notification to ensure tasks are completed in a timely manner. Grants Network can be configured to automatically release a workflow approval process once the staff member has completed the required task. This streamlines activity due to embedded governance and compliance.

eCivis allows users to customize approval-path hierarchies. There is no limit on the number of approval-required tasks that can be generated. The paths include grant type, timelines, and previous completion of required actions, dates, role, special conditions or other criteria. eCivis users have access to assigned projects and grants and can only perform tasks they have access to. The steps within the system include built in compliance so the need to include user-defined error messages is not required. For required tasks setup by users, custom user-defined messages can be included.

eCivis provides workflow diagrams allowing for modification of steps, sequential steps, and approvals. Batch jobs integrating into other systems are handled during the integration stage and exported or imported as needed. Creation of new rules utilizing a predefined list is provided. eCivis provides a glossary for users and hover information points to provide how-to guidance as needed.

Organizational leaders can track all grant activity by department, project, CFDA, etc. Workflow tools support standardization and streamlining of the pursuit and approval process through automation of alerts, task reminders, and ability to export application and award data to your financial system. Documents, URLs, and files are all allowable in the system.

eCivis maintains an audit log of changes made in the system that include user name, date/time stamp and even user provided notes (in most cases) during changes that trigger an audit event. Our system tracks all transactions and changes made by any user in the system using the criteria defined for each user during system setup.

eCivis preserves all documentation, project, and grant details along with all files aligned to the grant and project itself. Documents can be sent electronically through the system and are tied to defined routing lists that are created based on the County's requirements. Documents are tracked in the system for every single task created based on user defined criteria, from inception to closure of grant, all the way down to the sub award agreement and closeout. After grant closeout, eCivis preserves all data in compliance with established data retention policies and best practices and state-specified retention guidelines.

eCivis offers a document library that allows users to access documents as needed. The library is searchable. Attachments can be uploaded into the system and tied to grant projects, grant programs, applications, various

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tasks and workflow management assignments within the system. There is no limit to the number of attachments users can upload into the system.

eCivis has a powerful enterprise Report Builder allowing for the complete customization of data elements to be included in the report along with additional filter and sorting capability. All customized reports can be saved in “My Reports” for easy retrieval at a later time. All custom Report Builder reports can print or generate rich Microsoft Excel reports.

eCivis offers insight into areas of grant management including activity reporting, win rate, projected vs. awarded, awarded by type, task reports, unspent funds, funding source, audit and other reports. In every case, each canned report can be somewhat customized to filter results to certain data elements, date ranges, departments, projects and down to the grant level and other useful report filters. Most reports generate data on-screen and are able to be drilled down into for further information. All reports have the can print or generate rich Microsoft Excel reports.

eCivis provides organization dashboards to provide “at-a-glance” high-level spending information rolled up for an executive viewpoint with drill down reporting capability. The organization dashboard can be drilled down into the department level to show spending rolled up to the department. Users have account oversight for sub-grant recipients and are able to review post-award budget expenditure including to-date expenditures, transaction data, budget category, and draw-down information. Users will be able to generate Microsoft Excel reports on sub-grant recipient expenditure data.

Dashboards within Grants Network provide a broad view of all projects and grants. Organization dashboards examples follow:

- Funding summaries that present the amount of funding the organization is applying for, has submitted applications for, or is currently managing
- Project Summary-All Departments enables users to instantly view the total number of open projects, how many active grants are associated with those projects, and the status of general activity for the Organization.
- Project Summary-By Department provides an instant view of each individual department’s open project, the number of active grants associated with those projects, and the status of general departmental reporting activity. Project dashboards also enable users to view and report on funding sources, project team activity and tasks, including pending and completed tasks, and approval history for each project. All required and recurring tasks are identified using visual icons.

Closing out a grant in eCivis is done through the workflow management process. Each individual responsible for key tasks in this stage will be required to complete their necessary duties. All documentation and reporting will be captured and reconciled to ensure proper closure of grants.

BUDGETING

eCivis offers robust reimbursement and financial transaction management tools. Our budget application provides a workspace for all key stakeholders to collaborate on the budget development and management as grants move through the lifecycle.

eCivis provides real-time allocation reporting making it possible to choose date ranges, and filter departments creating data-rich drill-down reporting on funding allocation activity.

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The eCivis' post-award budgeting engine makes it possible to report and drill-down into budget categories to see real-time budget-to-actual expenditures and transaction details when financial integration has been achieved. eCivis shows real-time draw-down of grant and remaining balance including income minus expenditure data. Users can generate reports on this data and export into electronic or printable PDF, Word, or Excel formats.

eCivis has a special Auditor user role to allow for special account access for auditors. eCivis also creates audit trails on each of the changes and interactions around grant activity, including corrective action plan tracking. eCivis also provides a number of canned auditing reports to help surface needed audit information. Key paths and critical functions within the system are fully logged.

Data Integration

Data integration provides your organization a complete picture of program and financial data across the entire organization. This integration with LAWSON INFOR10 will reduce time spent on reporting, gathering information and dramatically reduce costs associated with maintaining redundant legacy grant systems across your organization. Data integration services will allow you to avoid developing expensive custom solutions or purchasing grant modules that can cost you millions of dollars in upfront fees.

Cost Allocation

eCivis Allocate is a cloud-based software that satisfies the 2 CFR Part 200 Uniform Guidance guidelines built with industry leading technology, perfect for any state, local or tribal government. The system is used to prepare true cost (multiple method), cost allocation plans and indirect cost rates. The tool provides information to help clients evaluate the cost/benefit of a grant over its lifetime. Allocate streamlines the calculation of indirect cost rates to maximize cost recovery for contracts and grants.

Allocate and Grants Network are integrated to allow users seamless application of approved indirect cost rates into their grant budgets. Allocate calculates an audit-defensible indirect cost rate utilizing the fixed rate carry forward method as referenced in 2 CFR 200.

Cost Allocation Software Features:

- Dashboard provides snapshot of organization:
 - Plan modification log: see where and who is making edits to the plan
 - Metadata in an instant: see the number of departments, expenditures, and functions in your fiscal period
- Create an unlimited number of fiscal periods and run cost estimation scenarios
- Identify major functions utilize common allocations to reduce data entry.
- Easily upload source data
- Identify labor - create time studies
- Document repository and audit trail
- Error check and data reconciliation
- Generate publication
- Support cost center

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TRAINING

An eCivis subscription includes the cost of training for the County of Fort Bend program staff, new users, and external users on system usage and best practices. We provide standard training based on responsibilities, department, and availability at strategic intervals throughout implementation. This progressively introduces program staff to system functionality at appropriate times, in support of the overall change management process. Training is designed to communicate knowledge, experience, and best practices so that the County of Fort Bend can quickly begin mastering eCivis software. eCivis plans to take a flexible approach to ensure that all County of Fort Bend training expectations and requirements are met. eCivis will provide onsite training resources so that County of Fort Bend program staff are ready to adopt the new system and related processes.

eCivis offers a variety of training resources including:

- System Training Manual will be created and can be accessed in the system.
- Uniform Guidance (2 CFR 200): eCivis has converted eCFR into an online, searchable resource. The entire Uniform Guidance (UG) can be accessed and shared internally. Add sections of the UG to any stage of the grant lifecycle for reference and compliance reinforcement.
- Online Federal Guides and Handbooks: eCivis has partnered with Thompson to bring 7 of their books and manuals to eCivis users. We've fully integrated Thompson's content into our software to make the user experience easy-to-use. Thompson's books and manuals consist of thousands of pages of information. eCivis provides search capabilities to make finding topics easier.
- Training Webinars and CPE Credits: Thompson and eCivis provide webinars on important grant topics. These webinars can be easily identified and information about the webinar is easily accessible. CPE credits are also available. Past webinars from Thompson can be purchased and past eCivis webinars are free. The following is a list of Thompson webinars clients may purchase at a discounted rate.
 - Cybersecurity Webinar Series - In Partnership with Association TRENDS
 - Indirect Costs & Cost Allocation Plans: Options & Requirements Under the Uniform Guidance
 - Grant Funding for State & Local Governments: Overseeing Sub-recipients and Contracts
 - What to Watch For: Key Risk Areas & Pitfalls for Federal Grantees
 - Uniform Guidance - Back to Basics
 - Site Visits: How to Prepare, Impress, and Come Out Finding-Free IT Considerations in Grants Management
 - New Purchase Limits for Federal Assistance

Example Online Training Resources

- Uniform Guidance Training
- VIDEOS: Uniform Guidance Simplified (Gil Tran, OMB)
- VIDEOS: Uniform Guidance Fundamentals (Victoria Collin, OMB)
- VIDEOS: Question & Answers about Indirect Costs (Panel)
- VIDEOS: Uniform Guidance Indirect Cost Training (Mak Karim, HHS)
- VIDEOS: COFAR Promising Practices (Panel)
- OMB Uniform Guidance Training

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TECHNICAL SUPPORT

To accommodate client needs, eCivis offers single and multi-year contracts. Our services include ongoing phone support as well as staff to address any software functionality needs should they arise.

A dedicated Customer Success Manager (CSM) will serve as the main point of contact once implementation is completed. The CSM serves as the escalation point of contact for any questions that the County of Fort Bend may have regarding Grants Network. A sales engineer and executive sponsor are available to address highly technical software inquiries or grant process needs. Unlimited toll-free telephone support and unlimited email support are included with a subscription. eCivis' Customer Success team can be reached Monday through Friday from 8AM to 8PM Eastern, toll-free at (877) 232-4847.

Response to the Objectives

24.0 OBJECTIVES	
The objectives of this project are as follows:	
24.1 Improve comprehensive grant reporting by the County	We fully meet this objective.
24.2 Track the County's success rate in obtaining grants	We fully meet this objective
24.3 Identify grants available to fund projects	We fully meet this objective
24.4 Track expenses on a grant and department level basis	We fully meet this objective
24.5 Monitor grant deadlines and deliverables	We fully meet this objective
24.6 Establish an audit trail for all grant activities including internal self-performed project activities.	We fully meet this objective
25.0 BUSINESS REQUIREMENTS	
The grant management software system must be able to perform the following tasks:	
25.1 Search and allow access/submission to all available governmental and all major private foundation grant sources (updated frequently)	We fully meet this objective
25.2 Allow access to the database of previously accepted grants submissions for review purposes	We fully meet this objective
25.3 Ability to track in detail the actuals costs expended compared to the grant budget for an unlimited number of grants (or at a minimum 750 open grants at a time)	We fully meet this objective
25.4 Ability to track expenditures vs. time remaining on grant(s)	We fully meet this objective
25.5 Ability to integrate reimbursement, expense, budget, and performance metric data from one, or many, sources to the grant software	We fully meet this objective
25.6 Ability to generate reports, including, but not limited to:	We fully meet this objective
25.6.1 All grants received by the County by department, by project	We fully meet this objective
25.6.2 Track all funding sources for each project	We fully meet this objective
25.6.3 Deadlines and deliverables, by department, by project, by grant	We fully meet this objective
25.7 Custom reporting - Ability to create summary and detailed reports on the same grants by a grouping (department, grant type, etc.)	We fully meet this objective

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25.8 Ability to automatically generate Federal Office of Management and Budget (OMB) financial reports or other funding agency required reports	We fully meet this objective
25.9 Ability to create audit trail of every action taken on a grant	We fully meet this objective
25.10 Ability to store/upload backup for all grant related documents/expenses electronically (copies of invoices, checks, etc.)	We fully meet this objective
25.11 Ability to create and submit status reports directly to the granting agency or provide reports compatible with the major grant sources from the program	We fully meet this objective
25.12 Ability to generate reminders of grant tasks due including programmatic and financial report due dates	We fully meet this objective
25.13 Indirect Cost project activities including materials, staffing and equipment resources	We fully meet this objective
25.14 Ability to perform Indirect Cost Allocations	We fully meet this objective
25.15 Login access to the program with multiple tiers of access (some unlimited, some reports only, some expense submission only, etc.)	We fully meet this objective
25.16 Ability to directly (or through a data bridge) interface with multiple Enterprise Resource Planning (ERPs) including Lawson and others	We fully meet this objective
25.17 Provide research tool with samples of previous funded applications for the grant being considered	We fully meet this objective
25.18 Provide executive summaries of grants, including eligibility, match required, maximum funding available, program office notes, whether anyone else in the County is applying or interested in the grant, associated grant	We fully meet this objective
25.19 SaaS delivery method is preferred	We fully meet this objective
25.20 Ability to create audit trail of every action taken on a grant	We fully meet this objective
26.0 TECHNICAL REQUIREMENTS	
The grant management software system must be able to satisfy the below requirements:	
26.1 FBC is requesting responses from qualified Respondents that are capable of providing a commercial web-based solution to improve business processes with a grant tracking and management system.	We fully meet this objective
26.2 Ability to create audit trail of every action on a grant	We fully meet this objective
26.3 Ability to generate reports, create custom reports and save them in different formats like pdf, excel, csv etc. using a generally available reporting tool acceptable to the County (Microsoft SQL Server Reporting Services, SAP Crystal Reports, etc.)	We fully meet this objective
26.4 Ability to interface with County's ERP cloud based solution Infor 10 (Lawson)	We fully meet this objective
26.5 Ability to store/upload backup for all grant related documents/expenses electronically	We fully meet this objective
26.6 Comply with the County's current Information Technology (IT) architecture and standards.	We fully meet this objective

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26.6.1 Ongoing compatibility with the latest currently supported and generally available client computer architecture utilized by the County (currently Microsoft Windows 10)	We fully meet this objective
26.6.2 Advise where the server is hosted	We fully meet this objective
26.6.3 Hosted solution failover. 99.9% uptime backed by Service Level Agreement	We fully meet this objective
26.6.4 Advanced notification for planned outages and system downtime	We fully meet this objective
26.6.5 Support for Multi-Factor Authentication for all system users	We fully meet this objective
26.6.6 Software must be compliant with industry regulations	We fully meet this objective
26.6.7 Support for role-based permissions and for audit trails	We fully meet this objective
26.6.8 Data must be encrypted at rest and in transit	We fully meet this objective
26.6.9 Data backup and storage solution	We fully meet this objective
26.6.10 Ability to fully export all grant data and all attached files on request	We fully meet this objective
26.7 System Testing and Acceptance: A final system acceptance test will be required after all system components are installed and operational. The County will formally accept the system after the successful completion of the system acceptance test. The County will determine whether the system meets the standards as outlined in the contractual documents.	We fully meet this objective
26.8 Project Management: Each response to this RFP should include a communication plan for ensuring a successful implementation. The County requires regular meetings and communication with the contractor as to the progress and direction of the project. Communication plan should include meetings with the project team, biweekly or as necessary to implement the solution on the project schedule. The contractor will be required to provide a detailed project schedule that includes tasks to be completed by the County and the contractor with appropriate time required to complete the tasks. The plan must include consideration for Business Process Re- Engineering efforts and Change Management efforts to assure successful adoption of the system by the County. The contractor's payment schedule will be based on the successful completion of these milestones.	We fully meet this objective
26.9 Training: Contractor shall provide training to the County staff at a County designated facility (this may be online training). A detailed training plan is to be provided with the response. Contractor is required to provide electronic version of all user manuals for the software solution. All the training sessions must be recorded and be made available to the County.	We fully meet this objective
26.10 Delivery method preferred is SaaS and be supported by an Service Level Agreement (SLA) that is acceptable to the FBC.	We fully meet this objective
26.11 Vendor shall provide a list of recommended equipment, system hardware components, and any third party software necessary to run the proposed system.	We fully meet this objective

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26.12 Vendor shall provide maintenance and support for the system via a toll free number staffed and available during normal business hours. Response time and Resolution time for support calls must be specified in the SLA and should be acceptable to the County.	We fully meet this objective
26.13 Contract must stipulate that all data entered or generated by the software on behalf of the County is the property of Fort Bend County. Provision must be made for export of all such data in a generally compatible format upon termination of the contract or at the request of the County at any time.	We fully meet this objective
26.14 Contract must stipulate that all data entered or generated by the software on behalf of the County is confidential and not to be shared with any third parties for any reason without written authorization by The County.	We fully meet this objective

TAB 2: FIRM EXPERIENCE

Firm Experience with website design services of similar size and complexity

1. *Identify the length of time the firm has been in business of providing grant management software solutions.*

eCivis is the leading North American Software-as-a-Service (SaaS)/Cloud grants management and cost allocation software company. Since 2000, eCivis has helped state and local governments maximize grant funding, optimize financial and program performance, and prepare cost allocation plans. eCivis is a GTY Technology company (NASDAQ: GTYH) headquartered in Pasadena, California. GTY Technology is a leading public sector SaaS company that offers a cloud-based suite of solutions for North American state and local governments. GTY was founded in November 2016 by Bill Green (former Chairman & CEO, Accenture), Joe Tucci (former CEO & Chairman, EMC), and Harry You (former EVP, EMC; former CFO, Accenture & Oracle). For more information, please visit www.gtytechnology.com

In early 2018, eCivis heavily invested in expanding its services by offering, Allocate, a SaaS cost allocation plan software. This acquisition expanded eCivis' core capabilities into new areas of financial management not typically addressed by general ledger systems and enterprise resource planning.

eCivis is the only independent software vendor (ISV) with certified grants managers on staff. The Certified Grants Management Specialist (CGMS) was developed by the National Grants Management Association to provide a psychometrically tested industry credential elevating professional standards, enhancing individual performance, and designating professionals who demonstrate the knowledge essential to the practice of grants management. Having the CGMS credential confers formal recognition of professional competency in the full lifecycle of grants management.

Two CGMS oversee the development of eCivis' current full lifecycle grant management platform, including cost allocation and indirect cost rate calculation. Under their guidance, eCivis has developed an industry leading solution focused on aligning the unique needs of state and local governments as a recipient, and as a pass-through entity. They ensure the integration of government standards (e.g. 2 CFR 200) into the company's user-centric design. This design philosophy addresses the general lack of grants management expertise in the public sector and helps promote the reduction of administrative burden as well as mitigating fraud, waste and abuse.

Our software is purpose built for grants management with compliance incorporated in the system. By cross walking the OMB Uniform Guidance into our SaaS grants management solution, we improve governance and transparency, reduce audit findings, and reinforce federal compliance; which is critical in an environment where formal training is difficult to access. In addition, eCivis' maintains a Client Advisory Board (CAB) that consists of thought leaders in the grants management profession from some of the largest and most active government entities in the country and includes Certified Grants Management Specialists. CAB members meet periodically to advise eCivis and to support the development of meaningful, purpose-built technology to empower organizations in their pursuit, attainment, and management of grant funding. The CAB consists of over two dozen governments, including State of Arizona, State of Maryland, Georgia Department of Labor, Los Angeles County, Harris County, City/County of Denver and City of Detroit.

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2. *Identify the current and/or recent history of past performance of a similar nature to the performance offered in response to this RFP.*

eCivis is consistently a sought after vendor by state and local governments to assist with the implementation of Grant Funding Systems for many factors including, but not limited to: access certified grants specialist, modern software that address Uniform Guidance requirements as well as a long history of delivering services on time and on budget.

CUSTOMER PROJECTS

State of Arizona: In Arizona, eCivis is delivering the first statewide SaaS grants management system focused on streamlining and standardizing the entire grants lifecycle across more than 55 state agencies, departments, boards, and commissions.

To successfully deploy a comprehensive system, eCivis provided workflow automation and online document retention to streamline and standardize grant processes across the State, which included multiple fund types and hundreds of grant programs with disparate requirements across its 55 agencies, departments, boards, and commissions. Implementation focused on moving data efficiently and effectively across all stages of the grant lifecycle (pre-award, award, post-award, closeout, and audit) and required mapping of Arizona's Office of Grants and Federal Resources' (GFR's) policies into automated workflows to capture information, ensure effective data integration with the State's ERP, and reduce overall administrative burden across all grant programs. Upcoming projects include leveraging the latest strategies in data visualization and open data to improve risk management. eCivis provided the GFR with their most important system capabilities:

- Integrate with the state's ERP system AFIS (CGI Advantage)
- Streamline and automate grant policy and improve compliance across the state
- Provide a grant portal for the Arizona grantee community to access state grant information and improve reporting for recipients and subrecipients
- Standardize the full grants lifecycle across the all state agencies, departments, boards and commissions
- Support Single Point of Contact (SPOC) efforts
- Reduce administrative burden and improve performance (financial and program)

"Arizona is thrilled to deploy a true end-to-end grants management solution that streamlines information sharing and clearly articulates the goals and impact of Federal grant resources. Because this system dramatically reduces time spent on administrative compliance, agencies can focus their efforts on activities that will truly benefit the Arizona taxpayer" - Matthew Hanson, Assistant Director, Grants and Federal Resources, Arizona Department of Administration.

Solution Provider: Ongoing for 6 years

Implementation Timeline: 11 months, this implementation was completed on time and on budget.
Continued Maintenance & Support: As a strategic partner to the State, eCivis regularly meets with key stakeholders to address and support desired future functionality based on changes due to State and Federal requirements that will require internal processes changes for the management of grant funding.

Results:

- 24% increase in federal grant revenues
- \$500,000 reduction in administrative costs per year
- 100% compliance with the state's electronic records requirements

SOLICITATION # 20-076

Contact Person: Anna Haney, Program Manager
Telephone Number: 602-542-7015
Email Address: anna.haney@azdoa.gov

City of Detroit, Michigan: In 2014, Detroit solicited a competitive bid under emergency management conditions to procure a web-based grants management solution (GMS) that would support improved, compliant accounting practices and enable accurate, timely reporting. The GMS requirements included an intuitive user interface, support of grants management best practices, enable expedited implementation, and integrate with the city's current and future financial systems. Improving Detroit's ability to manage its grants was important in its plans to help restore its financial stability and enable the City to raise and expend grant revenue in support of its strategic vision to recover and propel Detroit forward in the years following its bankruptcy. Finally, to improve services to the citizens of Detroit, the GMS would assist in finding and administering funding for key services to citizens and help restore confidence in the City.

In 2014, eCivis implemented a web-based enterprise grant management solution (GMS) which is administered by a citywide grant management unit (now fund development office). eCivis enabled the management of grants across the City for all grants and across all departments. eCivis supported improved compliant accounting practices through the automation of process and procedures. eCivis also enabled accurate, timely reporting to key stakeholders and provided a platform to centralize all grant-related information. Documentation is saved and accessible by City stakeholders, resulting in smoother, more efficient audit preparation. These improvements have led to sustainable performance across multiple fiscal years. eCivis continues to work with Detroit leadership to find ways to expand support of initiatives and improve fund development and management across the City.

The deployment of eCivis helped to improve the City of Detroit's ability to manage its grants and support the City's efforts to restore financial stability. The results have been remarkable. Detroit's FY 2017 Single Audit results include zero questioned costs of federal grant awards for the second straight year vs. \$7.3 million in FY 2012 and \$18.5 million in FY 2013, and in an 88% reduction audit findings (12 in FY 2017 vs. 98 in FY 2012). In FY 2017, the City secured more than \$202 million in grants and donations to support neighborhood revitalization and service improvements. Detroit has also had three consecutive years of balanced budget and operating surpluses (FY 2015 - 2017).

"We took the best of the best in order to put together a process that could deal with the issues that Detroit had." - John Hill, CFO, City of Detroit

Solution Provider: Ongoing 6 years

Implementation Timeline: 6 months, this implementation was completed on time and on budget.
Continued Maintenance & Support: eCivis meets monthly with the Detroit's finance and grants personnel to discuss future functionality that will aid in continued compliance with Uniform Guidance as well as state and local requests. Internally, eCivis presents the requests to Certified Grants Management Specialists for review and prioritization to ensure eCivis' system deploys features and functions that adhere to grants management requirements for all clients.

Results:

- 88% decrease in single audit findings
- 100% reduction in questioned costs

SOLICITATION # 20-076

Contact Person: Eric Raymond, Assistant Director of Grants
Telephone Number: 313-224-4859
Email Address: raymonde@detroitmi.gov

City of Atlanta, Georgia: City of Atlanta implementation was for a system that could manage subrecipient processes from solicitation through award management. Additional needs provided through Grants Network for grantee management including grant acquisition, application management and grant award management. Implemented solution for all Pre-award, Post-award, and Subrecipient management, including solicitation creation, monitor scoring and approval deadlines, and deliverables and subrecipient budget drawdowns and task management.

City of Atlanta, GA

Contact Person: Karen Carter, Director, Grants Management
Telephone Number: 404-865-8967
Email Address: kwcarter@atlantaga.gov

3. *Provide three (3) letters of recommendation, on reference provider's letterhead, regarding providing a turnkey grant management software solution similar in nature to our project, from whom you have provided services within the last ten (10) years, including company/entity name, physical address, contact person, phone number, and email address.*

Please find our letters of recommendations beginning on the following page.



BARBARA CANALES
COUNTY JUDGE

Maggie Turner

Chief Executive to County Judge
maggie.turner@nuecesco.com
(361) 888-0264

Monica Perez

Executive Secretary
monica.perez1@nuecesco.com
(361) 888-0444

Melissa Munguia

Emergency Management Coordinator
melissa.munguia@nuecesco.com
(361) 888-0513

May 13, 2020

Letter of Recommendation – eCivis Grants Network

On July 24, 2019, Nueces County entered into a master subscription and service agreement with eCivis for its Grants Network/Grants Management System. The eCivis platform is user-friendly and provides full-cycle grants management from project conception to application to closeout. Prior to utilizing eCivis, grants were being managed on a spreadsheet in Microsoft Excel and in the County's accounting system, with no integration between the two. This made the grants management process an arduous one and left room for error and missed deadlines. eCivis was patient with our staff and kept the lines of communication open throughout the implementation and training phases.

Since the County did not have a grant management system in place prior to working with eCivis, it is difficult to quantify the benefits we have experienced so far, but the research/search agent feature alone has been of tremendous value to the County in that it ensures a grant opportunity is not overlooked. The County's Grants Administration Department has seen an increase in applications submitted as well as increased productivity because the system ensures that all internal procedures are completed in an orderly and timely manner.

The County is also very pleased with our selection of eCivis because of the ongoing client services support and training. Keith Gillon, David Shea, and Anthony Torres continue to support the County whenever there is a need, well after implementation was complete.

Please contact Maria Bedia, Grants Administrator, at (361) 888-0225 if you have additional questions. I can also be contacted at (361) 888-0444.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Canales", written over a vertical line.

Barbara Canales
County Judge
Nueces County, Texas



CITY OF ATLANTA

KEISHA LANCE BOTTOMS
MAYOR

DEPARTMENT OF FINANCE
68 MITCHELL STREET, S.W. SUITE 11100
ATLANTA, GEORGIA 30303-0312
TEL (404) 330-6112 · FAX (404) 739-9159

Roosevelt Council
CHIEF FINANCIAL OFFICER
rocouncil@atlantaga.gov

Karen W. Carter
DIRECTOR, GRANTS MANAGEMENT
kwcarter@atlantaga.gov

October 29, 2019

The City of Atlanta selected eCivis as its vendor for Grants Management Software. The City's initial initiative was to utilize the eCivis application to source opportunities on behalf of the City. As the City continued to identify efficiencies, the opportunity to enhance the use of the application was highlighted. In addition, and concurrently, the City implemented a cloud ERP system across multiple disciplines. After careful review of different grants management systems eCivis stood out for multiple reasons including but not limited to the ability to integrate the financials with our ERP.

The City struggled to manage and maintain a cohesive Subrecipient Management process. eCivis provided the capabilities that positioned them as the industry leader for end-to-end (full lifecycle) grants management. Not only has eCivis been a critical partner for identifying and soliciting private and competitive grants, but we also saw it as an answer to supporting full life cycle management for our Entitlement grants program. This year, the City was able to create efficiencies in the entitlement proposal process.

The City's entitlement grants portfolio is multifaceted including numerous requirements unique to each specific type of grant. The City awards upwards of \$33M and over 100 grants per year. The City was able to increase the number of qualified proposals by 44% over the previous year and encompassed a geography of 29 counties. In addition, using the application, the City was able to provide a link for the public to use to complete the entire process electronically. This access enabled the City to provide real time FAQ's to all those interested at the same. This application has led the City into the modern era of grants management where cloud-based software reduces administration time and redundancies, has reduced audit and compliance issues, and driven information sharing and collaboration between departments and administration.

The City is also very pleased with our selection of eCivis because of the ongoing client services support and training. Anthony Torres, David Shea, and Jason Portt continue to support us whenever there is a need, well after the implementation was complete. The City's timeline was extremely constricted and required training in addition to major change management. eCivis' project management, knowledge base, customer support and willingness to adapt enabled the City to achieve it's goal in a timely manner. Finally, the ongoing customer support provides a tremendous amount of comfort as we continue to increase our adoption rate and management efficiencies.

John E. Manning
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

May 15, 2020

To Whom It May Concern:

Lee County, Fla., has been a satisfied subscriber to the eCivis pre- and post-award grant management program since June 19, 2018. Prior to that, we subscribed to the pre-award program. Our current contract includes access for both Lee County staff and private, non-profit community benefit organizations.

We have been especially pleased that the automated and transparent system has ensured our compliance with federal single audit guidelines. The eCivis training during the implementation phase was also helpful.

Overall, our use of eCivis has helped Lee County set internal objectives for better grant management.

Sincerely,

Joan D. LaGuardia

Joan D. LaGuardia
Performance Analyst
Lee County Performance and Management Analytics
jlaguardia@leegov.com
239-839-6038

TAB 3: STAFFING

Provide a profile of your project team and describe how you propose to staff the project. List the names, titles, and roles of every staff member who will participate in our project. State the amount of time in months and years the employee has worked for your firm. Include a brief (2-3 sentence) summary of each project member's qualifications and previous experience on similar projects. Describe who our primary point of contact will be for each step of the project.

Resource	Role	Background
Jason Brayer	Executive Sponsor	Has worked with hundreds of eCivis clients, guiding them on the adoption of grants management systems (GMS). Extensive experience with GMS policies, procedures, and best practices.
Amanda Yates	Project Manager	On-boards new eCivis clients; acts as Project Manager throughout the client's on-boarding journey.
Kyle Olson	Customer Success Manager	<ul style="list-style-type: none"> Ongoing support and training expert with 5+ years' experience in Customer Success, including Training/Onboarding, Operations, and Customer Success Management, all within the Software as a Service (SaaS) industry

Resumes

Jason Brayer (eCivis)

Executive Sponsor/Director of Customer Success/Implementation Director

Education & Certifications:	<ul style="list-style-type: none"> ▪ Attended Arizona State University, Tempe, AZ 1989-1992 ▪ Customer Success Essentials Certification, Pulse Academy, 2018
Relevant Qualifications:	<ul style="list-style-type: none"> ▪ Has worked with hundreds of eCivis clients, guiding them in the adoption of grants management systems (GMS). ▪ Extensive experience with GMS policies, procedures, and best practices. ▪ Exceptional understanding of business, software, project management, organizational abilities and people skills.
Professional Experience	
<ul style="list-style-type: none"> <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <p>▪ Director of Customer Success, eCivis, Inc.</p> <p>Responsible for directing the Customer Success Department to coordinate a variety of staff to achieve the desired outcomes for eCivis customers while maintaining a quality overall experience. Professional development and technology have been deployed to monitor and interface with our client base, sharing pertinent feedback to increase adoption, and allowing customers to realize their goals. This portion of the customer journey includes consulting new customers, onboarding, training, support, retention, and expansion of products and services as is beneficial to the client.</p> </div> <div style="text-align: right; flex: 0 0 150px;"> <p>May 2018 - Present</p> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <p>▪ Director of Implementations & Onboarding, eCivis, Inc.</p> <p>Responsible for overseeing the eCivis teams responsible for identifying primary needs and challenges of future clients during the evaluation phase, developing right fit solutions, and implementing a success road map to achieve the client's desired outcomes. Processes have been developed that facilitate a smooth transition for the client from the evaluation phase, through the formal implementation program, and into client support and maintenance. Additional responsibilities included ensuring each client receives a product package that can be successfully implemented and aligns to their primary needs. Relevant project implementations include:</p> <ul style="list-style-type: none"> ○ City of Los Angeles ○ Georgia Department of Labor ○ Red Cliff of Lake Superior Chippewa Tribe </div> <div style="text-align: right; flex: 0 0 150px;"> <p>Dec. 2016 – May 2018</p> </div> </div> 	

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■ Senior Sales Engineer, eCivis, Inc.**May 2015 – Dec.2016**

Filled a critical role at eCivis creating a uniform customer experience from the evaluation process through the implementation of the software. Supported eCivis staff from a technical perspective, as well as to customize the best possible solution to fit clients' needs and ensure the desired outcome was realized. Set realistic expectations for both the client and eCivis to ensure the successful adoption of eCivis applications, resulting in long-term customer success. Relevant project implementations include:

- City and County of Denver, CO
- Miami, FL
- Birmingham, AL

■ Account Executive, eCivis, Inc.**Jun. 2013 - May 2015**

Managed a territory for eCivis and was responsible for growth and development in the region. Created intimate relationships with a variety of individuals, entities, and programs and had a tremendous aptitude for the technical aspects of the software. Specialized and certified to work with clients who required an integration to their Financial Management System. Relevant projects included:

- Fort Collins, CO
- Escondido, CA
- Montgomery County, PA

■ Toshiba Business Solutions**Oct. 2002 – Mar. 2005**

Specialized in workflow optimization within a business environment, primarily pertaining to document management software. Lead a team of account support staff and product specialists, through a consultative client experience, to perform an in-depth analysis evaluating current inefficiencies and costs to establish a baseline from which to improve. Helped develop a change management plan to utilize software and professional services to achieve more efficient and systematic workflows within the organization. Products and services sold included software and hardware to enhance electronic document management, security, mobile solutions, regulatory compliance, cost recovery/accounting, workflow automation, and more.

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Amanda Yates <i>Project Manager</i>	
Education & Certifications	<ul style="list-style-type: none"> ▪ B.S., Business Management, concentrating in Health Care Management, University of Phoenix ▪ Professional qualifications include: <ul style="list-style-type: none"> ○ Kaizen continuous improvement Certification ○ Lean Six Sigma Black Belt ○ PMP in progress (2020)
Relevant Qualifications	<ul style="list-style-type: none"> ▪ 12 years of project and operations management experience with a focus in Healthcare ▪ Has the technical knowledge of Grants Network and has trained, and worked directly with close eCivis clients to guide them through their customized implementation plan and ultimately their adoption of Grants Network. ▪ Experience leading California based government projects: <ul style="list-style-type: none"> ○ Lead System Implementation Project Manager for CA Skilled Nursing Facility Program (SNIF), HIE, and EMS Programs for Riverside County. ▪ Strong organizational abilities, great people skills and a proven track record of onboarding eCivis clients quickly and efficiently.
Professional Experience	
<ul style="list-style-type: none"> <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <ul style="list-style-type: none"> ▪ Project Manager, eCivis, Inc. <p>As a detailed oriented project manager prior to project initiation Mrs. Yates reviews, and analyzes customers unique use cases to ensure the Grants Network platform is a right fit solution for the client and for eCivis. Once confirmed she is responsible for ensuring that the eCivis Team understands the client's unique use case, can meet their needs and expectations throughout the onboarding, implementation, and adoption of Grants Network. As a Project Manager throughout the client's onboarding journey, Mrs. Yates ensures that teams are assembled, both on the client's side and on the eCivis side so that desired outcomes are achieved. Additional responsibilities include creating a customized implementation plan for each new client to ensure resource coordination, on-time milestones, and that the best solution possible is implement so that we the client is stood up as quickly as possible. Mrs. Yates provides technical training, resources, and support to foster a quick adoption of Grants Network, coaching and guiding clients' implementation team throughout the onboarding process with Grants Network.</p> </div> <div style="text-align: right; flex: 0 0 150px;"> Jan. 2020 – Present </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <ul style="list-style-type: none"> ▪ Project Manager/ EDI Analyst, Capital Brands <p>Primary Project manager for all IT related initiatives including Data Center, and Azure Migration. In addition to Project Manager responsibilities Mrs. Yates was responsible for the data integration of all orders from customer, to Distribution Centers as the EDI Analyst.</p> </div> <div style="text-align: right; flex: 0 0 150px;"> Oct. 2018 – Jan.2020 </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <ul style="list-style-type: none"> ▪ Senior Business Intelligence Analyst/ Project Manager, 1 Answer Inc. <p>As the lead Project Manager and Senior Business Intelligence Analyst Mrs. Yates primary responsibilities included the following:</p> </div> <div style="text-align: right; flex: 0 0 150px;"> Oct.2017- Oct. 2018 </div> </div> 	

SOLICITATION # 20-076

- Identify, create, and documented business requirements for all departments in client health plan
- Created technical specifications from business requirements for developers
- Manage project Agile Phases in accordance to business plan

- **System Analyst/ Project Manager, NTT Data/ Desert Regional Medical Center
Oct. 2014 – Oct. 2017**

As the Project Manager and Senior System Analyst at Desert Regional Medical Center for the Emergency, Cardiology, Radiology, Labor and Delivery departments Mrs. Yates primary responsibilities included the following:

- Managed multiple project implementations simultaneously
- Interpreted data to draw conclusions for managerial action and strategy
- Implement local, state, and federal initiatives per guidelines as required

SOLICITATION # 20-076

<p>Kyle Olson <i>Customer Success Manager</i></p>	
<p>Education & Certifications</p>	<ul style="list-style-type: none"> ▪ B.S., Business Management, Marketing Emphasis, BYU-Idaho
<p>Relevant Qualifications</p>	<ul style="list-style-type: none"> ▪ 5+ years' experience in Customer Success, including Training/Onboarding, Operations, and Customer Success Management, all within the Software as a Service (SaaS) industry ▪ Experienced in consulting with customers to identify struggles and challenges, then create and execute plans to overcome them. ▪ Has worked with hundreds of customers as their trusted resource to help them become successful with their technology solution. ▪ People skills, commitment to customer satisfaction, organized, and teaching.
<p>Professional Experience</p>	
<ul style="list-style-type: none"> ▪ <i>Customer Success Manager (CSM), eCivis, Inc. Feb. 2020 – Present</i> Proactively work with a book of business consisting of 90 accounts. Interact with customers regularly with the goal of ensuring overall software adoption, customer satisfaction, and reduced churn. Identify areas where customers may be struggling and provide training and resources to overcome those challenges. Hold Quarterly Business Reviews (QBR) with customer leadership to provide them with insight as to where they are with accomplishing the goals they identified when they purchased eCivis. Built out the Resource Center in Grants Network and populated it with a self-onboarding guide, announcements, and various other self-help resources. ▪ <i>Enterprise Customer Success Manager, Filevine Apr. 2018 – Nov. 2019</i> Proactively interacted with customers daily to ensure improved adoption and customer satisfaction, effectively reducing churn to almost zero. Managed Enterprise customer segment worth \$3M ARR. Improved customer retention rate to over 95%. Facilitated penetration of key accounts via strategic planning initiatives. Focused on customer happiness by creating and running monthly NPS and customer engagement surveys. Increased NPS response rates from 10% to 20% and moved the survey in app. Played instrumental role in customer satisfaction by working across departments for proper resolution of service issues. Led company to biggest revenue month ever by contributing ARR expansion via customer upsells and contract renewals. ▪ <i>Manager, Global Customer Success Operations/Retention Manager, Marketo Jan. 2017 – Apr. 2018</i> Analyzed New Logo (New Customer) trends, quarter over quarter, tracking account health, adoption, and overall success. Created and maintained quarterly New Logos reports and reviewed them with Executive teams from Customer Success, Professional Services, Partnerships, and the Chief Operations Officer. Created customer onboarding reporting in Salesforce, giving visibility into Partner led onboarding projects versus Marketo led projects. Performed Global Account Executive training on new Salesforce processes and best practices updates. Managed Red Account Team, successfully cutting number of red accounts and churn by 50%. Reviewed Professional Services financial reports each day and investigated variances with accounting staff to keep records accurate. Expanded Professional services revenue and utilization forecasting from North America to Global. Delivered 	

SOLICITATION # 20-076

weekly Professional Services financial reports to the Chief Operations Officer, Global VP of Professional Services, Finance, and various other departments. Developed and submitted strategy and initiative reports to highlight current actions and proposed changes to corporate committee. Volunteered to work with Customer Marketing to help implement new NPS survey and improve response rates.

▪ ***Manager, Customer Activation/Customer Training, Prosper Healthcare Lending
Jan. 2015 – Jul. 2016***

Created and managed Customer Activation team to provide new customers with a white glove onboarding, training, and support experience. Increased employee performance via weekly one-on-one meetings with employees to review successes, challenges, Key Performance Indicators (KPIs), and ensure overall employee happiness. Built dashboards in Salesforce (SFDC) to monitor team and individual KPIs for each Customer Training Specialist. Used Gainsight and Salesforce to track team goals, KPIs, and customer adoption. KPIs included NPS scores, number of new accounts trained each week/month/quarter, customer training no-shows, and time to adoption. Set and achieved KPIs, contributing to overall success of the company. Managed highest value customer accounts in both infertility and cosmetic surgery industries. Improved customer adoption, measured by speed of onboarding completion and time to first financial application, achieving 90% adoption in the first 30 days. Improved customer adoption resulted in company's largest revenue gains, month over month. Conducted weekly webinars directed to new customers, existing customers, and prospective customers. Used Gainsight's feature Co-Pilot to automate NPS and Voice of the Customer surveys. NPS score over 90, response rate over 30%. Led team of Customer Training Specialists who worked directly with new customers to ensure product adoption. Worked across departments to ensure new customers had Go Live in under 2 weeks. Conducted Customer Training Specialist new hire training, with new hires on their first calls in under 2 weeks. Implemented calendar scheduling software to schedule customer warm handoff calls across the Customer Success Manager (CSM) and Customer Training departments.

TAB 4: PRICE

Provide an itemized cost sheet.

Please find our detailed quote beginning on the following page.

Provide a warranty and service for support for one (1) year following project completion. Provide maintenance pricing for years two (2), three (3), four (4), and five (5).

Our solution does not require a warranty. Instead there is a yearly subscription fee. Please find them below.

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 7/12/2025. Payment is due net 30 days from invoice date.

Year 1: 7/13/2020 through 7/12/2021 for a price of \$91,000.00

Year 2: 7/13/2021 through 7/12/2022 for a price of \$91,000.00

Year 3: 7/13/2022 through 7/12/2023 for a price of \$91,000.00

Year 4: 7/13/2023 through 7/12/2024 for a price of \$91,000.00

Year 5: 7/13/2024 through 7/12/2025 for a price of \$91,000.00

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | eCivis@CARAHSOFT.COM

TO: Jaime Kovar
 Interim County Purchasing Agent
 Fort Bend County
 301 Jackson, Suite 201
 Richmond, TX 77469 USA

FROM: John Jasper
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: Jaime.Kovar@fortbendcountytexas.gov

EMAIL: John.Jasper@carahsoft.com

PHONE: (281) 342-3411

PHONE: (703) 889-9784

FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 21882807
QUOTE DATE: 04/29/2020
QUOTE EXPIRES: 04/30/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$91,000.00

TOTAL QUOTE: \$91,000.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	BL-00000-01	eCivis includes 5 base user subscriptions. eCivis, Inc. - BL-00000-01		\$500.00	OM 60	\$30,000.00
2	AL-10001-20	A Software-as-a-Service/Commercial off-the-shelf costs allocation software that has the ability to create full-cost and federal cost allocation plans, indirect cost rate proposals, manage cross-jurisdictional P&Ls, or help determine full, defensible, in eCivis, Inc. - AL-10001-20		\$20,000.00	OM 1	\$20,000.00
3	GN-20001-22	A Software-as-a-Service/Commercial off-the-shelf grantee post-award management that has the ability to manage the entire grant process from grant award to closeout. The software has the ability to simplify and standardize process across a department or eCivis, Inc. - GN-20001-22		\$19,500.00	OM 1	\$19,500.00
4	GN-20001-20	A Software-as-a-Service/Commercial off-the-shelf grantee pre-award management that integrates each step from project creation to grant award. The software has the ability to search relevant, eligible Federal and Foundation grants - professionally review eCivis, Inc. - GN-20001-20		\$16,500.00	OM 1	\$16,500.00
5	GN-20001-21	The software add-on has the ability to expand your search to relevant, eligible State grants - professionally reviewed and summarized by a full-time professional research team - and save your search criteria to be notified when new funding is identified Grantee Pre-Award Software Add-on: State Grant Research (Only available in AZ, CA, FL, GA, TX, CO, MI, NC, PA, VA, WA) eCivis, Inc. - GN-20001-21		\$5,000.00	OM 1	\$5,000.00
SUBTOTAL:						\$91,000.00

GOVERNMENT - PRICE QUOTATION

CARASOFT TECHNOLOGY CORP

Exhibit C
carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARASOFT.COM | eCivis@CARASOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY EXTENDED PRICE
				TOTAL PRICE:	\$91,000.00
				TOTAL QUOTE:	\$91,000.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 7/12/2025. Payment is due net 30 days from invoice date.

Cycle 1: 7/13/2020 through 7/12/2021 for a price of \$91,000.00

Cycle 2: 7/13/2021 through 7/12/2022 for a price of \$91,000.00

Cycle 3: 7/13/2022 through 7/12/2023 for a price of \$91,000.00

Cycle 4: 7/13/2023 through 7/12/2024 for a price of \$91,000.00

Cycle 5: 7/13/2024 through 7/12/2025 for a price of \$91,000.00

TAB 5: REQUIRED FORMS AND OVERALL COMPLETENESS OF SUBMISSION

Required forms and overall completeness of submission (weight factor = 5%)

Proof of Insurance

Typically, we do not need to add agencies as an additional insurer at this stage of the proposal process.

Please see the workers' compensation certificate of insurance on the following page where we have added Fort Bend County to our insurance.

Please see our general liability certificate of insurance on page 38, after the workers' compensation certificate of insurance. We are currently in the process of adding Fort Bend County as an additional insurer. We can send you that certificate if required.

Completed Respondent forms

Please find our completed respondent form beginning on the following page.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Interim County Purchasing Agent

Office (281) 341-8640

Form with fields: Legal Company Name, Business Name, Federal ID # or S.S. #, DUNS #, Type of Business, Publicly Traded Business, Remittance Address, City/State/Zip, Physical Address, Phone/Fax Number, Contact Person, E-mail, Certification checkboxes, Company's gross annual receipts, NAICs codes, Signature of Authorized Representative, Printed Name, Title, Date. Includes a red box with 'Vendor # 24309' and a signature 'Kristina Smith'.

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Completed W9 form

Please find our completed W9 form beginning on the following page.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶		Date ▶
------------------	----------------------------	---	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Completed debt form

Please find our completed debt form beginning on the following page.

IN SUMMARY

Carahsoft Technology Corporation and eCivis appreciate the opportunity to offer this solution for the FBC's initiative.

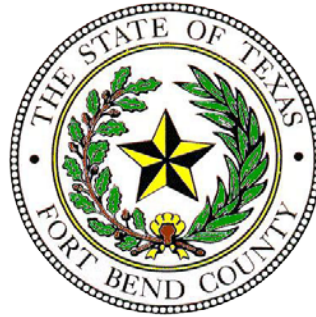
The Carahsoft Team has proposed a superior and cost-effective solution that fully complies with the FBC's requirements set forth in Solicitation # 20-076. We understand the importance of your project goals, and we are confident you will benefit from this solution and our expertise.

Carahsoft looks forward to the opportunity to speak with you regarding the details of this proposal, as well as the opportunity to work with Fort Bend County on this project.

Exhibit D



Fort Bend County RFP 20-076 Grants Management System



Statement of Work September 4, 2020

This information is confidential. Use of this information is strictly for the development and submission of a Statement of Work (SOW) by eCivis, Inc.



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1.0 PURPOSE

This Statement of Work (SOW) ensures that project expectations are documented and understood by all entities engaged in this project. The following sections include: project overview, project goals and objectives, project approach, project organization, roles and responsibilities, assumptions and constraints, risks, project schedule, deliverables and acceptance process, change control process, and project cost.

2.0 PROJECT OVERVIEW

To meet the goals of the Fort Bend County (FBC), eCivis will rapidly deploy eCivis cloud-hosted, Commercial-off-the-shelf (COTS) Software-as-a-Service (SaaS) full lifecycle grants management system. eCivis will implement its proprietary grants management / cost allocation / indirect cost rate calculation systems configured for FBC authorized internal users to administer the grants management process through its entire lifecycle and provide FBC with direct management, accountability and oversight of federal funds in compliance with 2 CFR 200. eCivis will also include services for executing a smooth migration of existing legacy systems' historical data, completing a full integration of its solution with all relevant systems without impact to existing processes, developing and providing appropriate comprehensive training of personnel, and all other applicable implementation and support services. The projected deployment date of 12/18/2020 is based on a contract being executed by 09/22/2020 with a project implementation start date of 09/28/2020 and that FBC can commit to the implementation schedule.

FBC seeks a solution that meets the following short and long term objectives:

- Improve comprehensive grant reporting by the County
- Track the County's success rate in obtaining grants
- Identify grants available to fund projects
- Track expenses on a grant and department level basis
- Monitor grant deadlines and deliverables
- Establish an audit trail for all grant activities including internal Self-performed project activities.



3.0 SOFTWARE-AS-A-SERVICE / COMMERCIAL-OFF-THE-SHELF

eCivis is a cloud-hosted, Commercial-off-the-shelf (COTS) SaaS grants management platform. The system is compatible with any hardware device that provides Internet access via a modern web browser and requires minimal internal IT support beyond the initial implementation.

eCivis is specifically built for managing the full grants management lifecycle and will standardize and streamline processes so that FBC staff can save time, increase transparency, reduce redundancies, data entry, mitigate compliance risk, and improve organizational collaboration and knowledge.

eCivis provides ongoing innovation with continual updates, leading to:

- Consistently updated software features and functions.
- Improved data sharing with systems
- Uniform Grant Guidance training, indirect cost support and fund maximization, and access to additional learning resources
- Improved internal control and regulatory requirements compliance

4.0 PROJECT SCOPE

This project will implement eCivis' grants management and cost allocation solution for FBC. The solution will be implemented across all agencies and departments performing grant management and cost allocation functions. eCivis utilizes a disciplined project management approach that is designed for SaaS/COTS implementation which is a hybrid waterfall agile phased-gate approach for rapid, iterative deployment. This phased - gate approach allows for quick added software value, concurrent active phases, and early user adoption while ensuring critical dependencies are completed. The phases outlined below will support the Project Scope from initial Preparation to Full Product Adoption - Go Live. eCivis' project approach includes a Master Project Timeline that will be finalized upon contract execution. All Project Scope areas will be incorporated within the Master Project Timeline and will be discussed in more depth to address deliverables and descriptions.



5.1 eCivis proposes the following Statement of Work (SOW):

1. Preparation (Account Set Up) (Up to 65 users)
 - a. Pre Kick Off Meeting
 - i. Review Project Plan Components
 - ii. Communicate Project TimeLine
 - b. Project Kick Off Meeting
2. Assess and Design (Change Management)
 - a. Business Process Workflow Design
 - b. Allocate (Up to 5 users)
 - c. Financial Data Integration Design
 - d. Data Gathering
3. Build and Configuration (Financial Data Integration/Data Migration)
 - a. Grantee Pre/Post-award management – Configure, load, test, and launch
 - b. Financial Data Integration – Integration with Lawson Infor 10, which includes a one way data transfer via sFTP using a CSV flat file format)
 - c. Data Migration – Current and Active Grant Data (Up to 175 grant awards)
4. Validation
 - a. UAT approval – Readiness Assessment
5. Training (Pre/Post Award Proficiency)
 - a. Remote training, training manuals and support
6. Go Live

5.0 TASKS TO BE ACCOMPLISHED/FUNCTIONS TO BE PERFORMED

During each phase, work proceeds in several areas and will be performed by both FBC and eCivis.

1.0 Preparation

Task	Deliverable	Description
Preparation: Pre-Kickoff Meeting Tasks	Exchange contact information of selected resources	eCivis and FBC to review Master Project Timeline, Project Scope of Work and identify risks. eCivis will provide FBC with setup forms prior to the Kickoff Meeting to create user credentials. This will include:



	<p>Collect user information and setup login credentials</p> <p>FBC to identify/provide any grant policy manual, procedures, or other written workflows</p>	<ul style="list-style-type: none"> eCivis will email master project timeline and deliverables to FBC eCivis will email pertinent eCivis staff contact information to FBC. <p>Project Workspace:</p> <ul style="list-style-type: none"> eCivis will provide a workspace with access to the following: <ul style="list-style-type: none"> User Roles Defined document to FBC. Add New User Form Add Department Form Create standardized budget template Project and implementation documentation eCivis will record Project goals and objectives determined prior to and during Kick Off Meeting, email to FBC.
Account Setup: Communicate Project Plan	<p>Master Project Timeline</p> <p>Project Schedule</p> <p>Training Plan</p>	<p>eCivis will review each of the deliverables required to meet the Go Live date with FBC staff.</p> <p>In this Phase eCivis will work with FBC to complete the following initiatives:</p> <ul style="list-style-type: none"> Staff roles Goals/Objectives (Excel Template) Add User/Department form (Excel Template) Data Integration (DI) Sample Export/Import File (Excel Template) Setup UAT environment
Project Kickoff Meeting	<p>Project Kickoff Presentation</p> <p>Document</p>	<ul style="list-style-type: none"> Assemble Team (eCivis and FBC resources) Conduct a formal Project Kick-Off meeting <ul style="list-style-type: none"> Review Project Goals and Objectives Review Master Project Timeline

2.0 Assess and Design

Task	Deliverable	Description
------	-------------	-------------



Business Process Workflow	N/A	<p>Business Process Design Sessions</p> <ul style="list-style-type: none"> eCivis will facilitate white boarding sessions to assist FBC team with incorporating current business process and workflows into eCivis as it relates to each phase of a grants lifecycle.
Financial Data Integration (CSV export)	FBC will deliver a Financial Data Integration Output File	<p>eCivis will work with the FBC to create the CSV flat file output of financial data and setup of routine imports into eCivis. Integrations will be completed through a CSV flat file export and transfer using a Secure File Transfer Protocol (SFTP).</p> <ul style="list-style-type: none"> eCivis and FBC will crosswalk data fields required from FBC's FMS. FBC staff will write financial data integration SQL script. FBC staff will produce CSV output in required format eCivis will validate format and queried data FBC staff will automate nightly CSV output and nightly file transfer.
Data Migration	FBC will deliver a completed Data Migration Worksheet	<p>eCivis will ensure the FBC staff has a complete understanding of the grant/programmatic data needed to migrate data.</p> <ul style="list-style-type: none"> FBC will compile active grants to be migrated to eCivis FBC will produce Data Migration Worksheet

3.0 Build and Configuration

Task	Deliverable	Description
Business Process Workflow	N/A	The FBC staff will configure and implement business process workflows as it relates to each phase of the funding lifecycle in eCivis. eCivis will support FBC as needed.
Financial Data Integration	CSV output file	<p>The FBC staff will produce a CSV output and nightly file transfer which is then imported into eCivis. Import available grant related expenditures from FBC's FMS (Lawson Infor 10).</p> <ul style="list-style-type: none"> eCivis will validate format and queried data



		<ul style="list-style-type: none"> FBC will automate nightly CSV output and file transfer.
Data Migration	N/A	eCivis will load up to 175 of the grants and related programmatic data compiled from the completed Data Migration Worksheet into eCivis.

4.0 Validation

Task	Deliverable	Description
Business Process Workflow	Readiness Assessment	The FBC staff will review, test and accept all implementation components built, configured, migrated and imported during the build and configuration stage are operational.

5.0 Training

Task	Deliverable	Description
User Training	<ul style="list-style-type: none"> Training Manuals, Virtual User Training Communicate ongoing support details 	<p>eCivis will work with the FBC to complete the following initiatives:</p> <ul style="list-style-type: none"> Distribute manual to users (GN only) Provide training for up to 65 licensed users in Grants Network Ongoing support details Provide training for up to 5 user in Allocate <p>eCivis will create internal user manuals that will be provided at initial training. FBC will maintain training resources after initial delivery by eCivis.</p>

6.0 Transition

Task	Deliverable	Description
Go Live	Final Readiness Assessment	Go Live Success and Support Meeting – eCivis will continue to support FBC

6.0 OUT OF SCOPE FOR THIS PROJECT



- Customizations or enhancements that are not mutually agreed upon by eCivis and FBC in this statement of work
- New requirements presented which were not included in RFP issued 5/26/2020 and clarified 8/23/2020 between eCivis and FBC staff
- Change Management and/or Fit-Gap Analysis
- Additional system Integrations that are not mutually agreed upon by eCivis and FBC in this statement of work
- Data Migration which exceeds 175 grants and related programmatic data
- E-signature integrations (e.g. DocuSign)
- Active Directory - Single Sign On Integration
- Federal reporting integration
- Grantor/Subrecipient Management

7.0 eCivis RESPONSIBILITIES

1. eCivis shall provide the following personnel

- Project Manager
- Customer Success Manager
- Executive Sponsor

2. eCivis will provide Master Project Timeline, both functional and system testing in UAT, and a software user training manual.

3. eCivis shall provide Service Level Agreement (SLA), which will include:

- 99.9% monthly uptime.
- Single point of contact made via email or by calling a toll-free support number.
- Phone and email Technical Support Monday-Friday 8am-5pm ET
- Access to all patches (patches developed internally by ECivis to address core software issues like security, performance, etc.
- Access to new versions/upgrades
- Seamless modifications/enhancements per month

8.0 eCivis PROJECT MANAGEMENT CONTACTS



David Shea will service as eCivis' Project Manager for this contract. Jay De La Rosa, Customer Success Manager will support Mr. Shea throughout the project as the Implementation Manager and Subject Matter Expert.

David Shea
Project Manager - Implementations
dshea@ecivis.com
T (480) 447 3353
C (602) 459 5315
418 N. Fair Oaks Ave., Ste. 301, Pasadena, CA 91103

Jay De La Rosa, MPA
Customer Success Specialist - County Market
T 626 578 6209
C 805 390 2648
jdelarosa@ecivis.com
418 N. Fair Oaks Ave., Ste. 301, Pasadena, CA 91103

9.0 FBC RESPONSIBILITIES

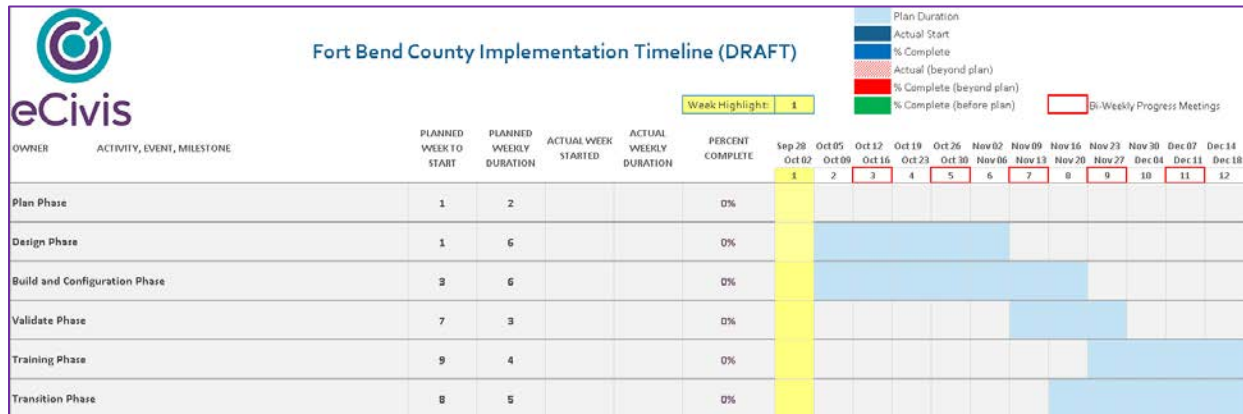
1. FBC shall provide a project manager for duration of planning and implementation engagement
2. FBC shall provide all internal system and process documentation in a timely manner
3. FBC shall engage in bi-weekly status meetings with eCivis to go over current progress, issues, resolutions and other agenda
4. FBC Subject Matter Experts (SME) shall be available to project team when needed throughout all phases of implementation, and be engaged in the implementation process
5. FBC will be available for testing the software solution throughout the implementation
6. FBC will provide appropriate staff to be trained

10.0 PROJECT SCHEDULE and KEY MILESTONES

Start date for the project will be influenced by the executed, signed contract. Below is the anticipated project start date of September 28, 2020. A draft of the detailed master project



timeline is attached to the statement of work (SOW) as Appendix A. Deliverables are listed above within section 5.0 Scope of Services



11.0 COST ASSUMPTIONS

- Assumes setup, implementation and migration of project data does not exceed 65 users. Any additional configuration will be quoted accordingly. The total cost for one year of service is \$91,000. [Please see detailed breakdown in Appendix B.](#)

12.0 Appendix A



Fort Bend County
eCivis Master Project

13.0 Appendix B



1_Ft. Bend
Carahsoft Quote 090