SERIAL 09120 IGA **E-PROCUREMENT SYSTEM (BIDSYNC) (#EPSS-07-01)**

DATE OF LAST REVISION: June 30, 2016 **CONTRACT END DATE: June 30, 2021**

CONTRACT PERIOD BEGINNING JANUARY 01, 2010
ENDING ~~DECEMBER 31, 2013 2014 2015~~ **June 30,** ~~2016~~ **2021**

TO: All Departments

FROM: **Office of Procurement Services**

SUBJECT: Contract for **E-PROCUREMENT SYSTEM (BIDSYNC) (#EPSS-07-01)**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the CALIFORNIA Contract EPSS-07-01.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 92047

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

NP/at

CONTRACT PURSUANT TO RFP

SERIAL 09120-IGA

This Contract is entered into this 16th day of December 2009 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and BID SYNC LLC, a Utah Limited Liability Company ("Contractor") for the purchase of an E-Procurement System and services.

1.0 CONTRACT TERM:

1.0 This Contract is for a term of three (3) years, beginning on the 1st day of January 2010 and ending the ~~31st~~ **30th** day of ~~December 2013 2014 2015~~ **June** ~~2016~~ **2021**.

1.1 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of two (2) years, ~~(or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6)~~ **twelve (12)** ~~months after expiration).~~ The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

2.1.1 Payment shall begin 60 days after first productive use of each module (1.1 and 2.1 of Attachment A).

2.2 Payment shall be made upon the County's receipt of an invoice that meets the requirements of Section 3.3.1, below.

2.3 INVOICES:

2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)

2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 AVAILABILITY OF FUNDS:

3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

4.1 The Contractor shall perform all duties stated in Exhibit “B” (System Capabilities) Exhibit B-1 (Scope of Services & Implementation Services) and Exhibit B-2 (Project Plan) or as otherwise directed in writing by the Procurement Officer.

4.2 During the Contract term, County shall provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor’s duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts or intentional omissions in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 INSURANCE REQUIREMENTS:

5.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

5.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $~~2~~**1**,000,000 for each occurrence, $~~2~~**1**,000,000 Products/Completed Operations Aggregate, and $~~4~~ **2**,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation.

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

~~5.2.12 Errors and Omissions Insurance.~~

~~Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $1,000,000 for each claim.~~

5.2.13 Certificates of Insurance.

5.2.13.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT**.

5.2.13.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.13.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

5.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

5.3 WARRANTY OF SERVICES:

5.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.4 INSPECTION OF SERVICES:

5.4.1 The Contractor shall provide and maintain a tracking system acceptable to County covering the services under this Contract Complete records of all system changes, upgrades number and length of downtimes etc. performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

5.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

5.4.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at on increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

5.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

5.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

5.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

5.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

5.4.4.2 Terminate the Contract for default.

5.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Sabrina Stover, CFO
629 East 700 South Suite 101
American Fork, UT 84003

5.6 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

5.7 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, upon sixty (60) day notice to Contractor when in the best interests of the County without penalty or recourse. Upon expiration of the sixty (60) day notice period, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all tangible documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand, though in no event shall any intellectual property in Contractor's system or proprietary software be assigned or transferred to the County. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. **Maricopa reserves the right to terminate this contract with no cost if an acceptable project plan is not finalized by February 1, 2010.**

5.8 TERMINATION FOR DEFAULT:

5.8.1 In addition to the rights reserved in the Contract, County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material term or condition of the Contract. The County may terminate the Contract in whole or in part due to the failure of the Contractor to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.8.2 In the event that any invoice becomes more than thirty (30) days past due, Contractor may disable the County's access to the System and/or may issue written notice to the County of an intent to terminate for non-payment. Failure by the County to submit payment in full or failure to provide a satisfactory written reply excusing such failure within twenty (20) days of receipt of said notice shall constitute a default, whereupon Contractor may terminate the Agreement upon written notice to the County.

5.8.3 Upon termination under this Section 6.8, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the

County on demand; provided, however, that any and all intellectual property in Contractor's system and proprietary software or any materials associated therewith shall remain the exclusive property of Contractor.

5.8.4 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract.

5.8.5 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.9 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.
5.9.1

5.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.11 OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from material breach of this Agreement.

5.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price from the date Contractor disables the County's access to the deleted service. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.14 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld **provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar transaction**. ~~All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.~~

5.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

5.16 RETENTION OF RECORDS:

5.16.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.16.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.17 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County

5.18 ALTERNATIVE DISPUTE RESOLUTION:

5.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.18.1.1 Render a decision;

5.18.1.2 Notify the parties that the exhibits are available for retrieval; and

5.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.20 INTELLECTUAL PROPERTY RIGHTS; RIGHTS IN DATA:

5.20.1 The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.20.2 Each party owns, and will continue to own all right, title and interest in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Preexisting Materials"). All rights in Preexisting Materials not expressly transferred or licensed herein are reserved to the owner thereof.

5.20.3 Subject to the terms of this Agreement and the applicable Exhibit, Customer grants to the County a non-transferable, non-sublicensable, non-exclusive, limited license to use Contractor's system and services for the term of this Agreement. The County shall not reverse engineer, decompile, modify, copy, disassemble, upgrade, enhance, create any derivative works of, sublicense, sell, resell, distribute, redistribute, license, sublicense, rent, lease, transfer, assign or make available to any third party, either directly or indirectly, all or any part of the system or any other work product provided to the County pursuant to this Agreement, including without limitation any hardware, software, information or content related thereto.

5.21 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and

Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

5.22.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~5.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~5.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~5.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

5.24 CONTRACTOR LICENSE REQUIREMENT:

5.24.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

5.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.25.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.25.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.25.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.25.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

5.25.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.26 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.27 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.28 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.29 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.29.1 Exhibit A, Pricing;

5.29.2 Exhibit B, System Description

5.29.3 Exhibit B-1, Scope of Services/Implementation Plan

5.29.4 Exhibit B-2 Project Plan (Shall be completed prior to February 1, 2010).

5.29.5 Exhibit C, **Office of Procurement Services** Contractor Travel and Per Diem Policy (Travel is included in the implementation costs identified in Exhibit A).

5.30 **INFLUENCE**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

5.30.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

5.30.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

5.31 **PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

KENNETH W. BEAKA, CHAIRMAN

PRINTED NAME AND TITLE

629E 7005 AMERICAN FORK UT 84003

ADDRESS

12/23/09

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS — JAN 25 2010 DATE

ATTESTED:

CLERK OF THE BOARD 121709 — JAN 25 2010 DATE

APPROVED AS TO FORM:

LEGAL COUNSEL — Jan 16 2010 DATE

EXHIBIT A
PRICING

SERIAL 09120-IGA
NIGP CODE: 92047

RESPONDENT'S NAME:	BIDSYNC LLC
COUNTY VENDOR NUMBER :	W000016432
ADDRESS:	629 EAST 700 SOUTH Suite 101 AMERICAN FORK, UTAH 84003
P.O. ADDRESS:	SAME
TELEPHONE NUMBER:	1-800-990-9339
FACSIMILE NUMBER:	1-801-765-9246
WEB SITE:	WWW.BIDSYNC.COM
CONTACT (REPRESENTATIVE):	MIKE MADSEN
REPRESENTATIVE'S E-MAIL ADDRESS:	MMADSEN@BIDSYNC.COM

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT YES

PAYMENT TERMS NET 30

~~**1.0 PRICING:**~~

	~~**ANNUAL COST**~~
~~1.1 YEARLY COST OF BIDDING AND VENDOR MANAGEMENT SYSTEM (UP TO 1300 BIDS/QUOTES) ICLUDES IMPLEMEATTAION~~	~~$67,000~~
~~1.2 PER BID/QUOTE OVERAGE CHARGE~~	~~$90 PER BID OVER 220~~ ~~$20 PER QUOTE OVER 1100~~

~~2.0 REQUSITION AND PURCHASE ORDER SYSTEM~~	
~~2.1 UNLIMITED USE OF SYSTEM~~	~~$27,000~~
~~2.2 IMPLEMENTATION~~	~~$9,000~~
~~2.3 MAINTENANCE FEE (BEGINS YEAR 2)~~	~~$1,000~~

~~3.0 ADDITIONAL SERVICES (AFTER GO-LIVE OF ALL SYSTEMS COMPONENTS)~~

~~3.1~~	~~NETWORKING~~	~~$120~~	~~PER/HOUR~~
~~3.2~~	~~SYSTEM PROGRAMMING~~	~~$120~~	~~PER/HOUR~~
~~3.3~~	~~CONSULTATION~~	~~$120~~	~~PER/HOUR~~

~~ALL TRAVEL FOR THE IMPLEMENTATIONS IS INCLUDED IN THE ABOVE PRICING. ANY FURTHER TRAVEL SHALL BE PRE-APPROVED BY THE COUNTY.~~

SEE AMENDMENT #2 FOR PRICING

EXHIBIT B
SYSTEM CAPABILITIES

(Contains proprietary trade secrets which are to remain confidential)

1.0 VENDOR MANAGEMENT

1.1 Online Registration

1.1.1 Registration is free to all vendors.
1.1.2 Vendors register online in 5 easy steps.
1.1.3 Once a vendor is registered and our Vendor Support Team has verified their information, the vendor has immediate access to all agencies.

1.2 Universal Vendor File

1.2.1 All vendors in the system are shared by all agencies thus creating a Universal Vendor File.
1.2.2 Agencies can select any vendor from the Universal Vendor File at any time.

1.3 Agency Vendor File

1.3.1 Each agency can select a subset of vendors from the Universal Vendor File as their own vendor file.
1.3.2 Agencies can remove or add vendors from their vendor file at any time.
1.3.3 Agencies may send files of Vendor Data to BidSync for import.
1.3.4 If needed, BidSync can and will convert data from an agency's current system to the BidSync system once the format of the data is given to BidSync.

1.4 Supplemental Vendors

1.4.1 Agencies can add supplemental vendors using the “Quick-Add” Vendor functionality. Minimal information is required to add a supplemental vendor.
1.4.2 Our vendor support team will follow up with the supplemental vendor registration, contact the vendor, and complete the process. This powerful synergy between the agencies and our vendor support team helps agencies save time in dealing with vendors, and helps the vendors get increased exposure to buyers.

1.5 Vendor Rating Visible Only to Agencies

1.5.1 Agencies can rate vendors on a scale of 1 to 5 on the following criteria:

1.5.1.1 Shipping
1.5.1.2 Customer Support
1.5.1.3 Quality of Goods/Services
1.5.1.4 Value (Price vs. Quality)

1.5.2 Agencies can view the national average and number of votes for each criterion.
1.5.3 Agencies can add rating comments on a vendor. The rating comments are visible to all other agencies in the system.

1.6 Block Vendors from Participating in Bids

1.6.1 Agencies can choose to block any vendor from participating on any of their future bids. The reason given for blocking will be given to the vendor when they attempt to respond to a bid.

1.7 Easy to Access Vendor Information

1.7.1 The vendor file is accessed through a search tool that provides the following search criteria:

1.7.1.1 Agency vendor file, or Universal vendor file
1.7.1.2 Vendor company name
1.7.1.3 Phone, Fax, and Address
1.7.1.4 Preferred Status
1.7.1.5 Vendor Codes – each agency's unique code for a vendor
1.7.1.6 DUNS number
1.7.1.7 Tax ID Number
1.7.1.8 Email Address
1.7.1.9 Contract Contact
1.7.1.10 Accounts Receivable Contact
1.7.1.11 PO Notification Preference
1.7.1.12 Multiple Contact (Each vendor account has a Rolodex file that allows the agency to keep as many contacts per one vendor as they need)
1.7.1.13 Vendor Classifications
1.7.1.14 Vendor Regions
1.7.1.15 Located X miles from a given ZIP code
1.7.1.16 Diversity Vendor Qualifications (MWB, WBE, LCL, etc.)
1.7.1.17 Agencies have the ability to Block or Unblock a supplier from receiving notifications on a per bid and a per vendor basis. Other criteria may be added upon request. Vendor information is always available. Anytime the vendor name is displayed in the system it is always a link to the vendor information.

1.8 Vendor Self-Administration

1.8.1 Vendors maintain their own information via an online administration tool. The tool allows the vendor to easily update their users' and company information, such as addresses, contact information, commodity codes, regions served, diversity qualifications, etc. This tool is very similar to the agencies' self-administration tool.
1.8.2 BidSync receives Email and Fax bounces from vendor accounts, so if a vendors Email or Fax information is outdated BidSync will contact the vendor and ask them to update their information.
1.8.3 In the event that a vendor goes out of business or no longer exists as a company, BidSync will purge the vendor from the vendor file in the BidSync system.

1.9 Agency Administered Information

1.9.1 An agency can choose to maintain its own list of contacts for the vendor.
1.9.2 Additional vendor contacts can be maintained by the agency in the vendor information Rolodex, including Email, Phone, Fax, Address, and Contact Name.
1.9.3 An agency can choose to create notes for its own use regarding the vendor. These notes are separate from the rating comments. The vendor notes are only visible to the agency creating them. The rating comments are visible to all agencies.
1.9.4 Vendor Management is a privilege and can thus be restricted to only certain users.
1.9.5 Agencies shall have the option to import their vendor files directly into BidSync.

1.10 Vendor Diversity Goals

1.10.1 Each agency can select or create the qualifications that are important to them.
1.10.2 All agencies in the same region can share qualification descriptions.
1.10.3 Qualifications can contain required or optional fields that vendors must fill out. For example, in the State of Texas, the HUB qualification requires a HUB registration number.

1.10.4 Vendors do not have to fill out qualification information for each agency individually. BidSync is programmed so that when a vendor enters a certain qualification, that response is available to all agencies.

1.10.5 Vendor diversity qualifications are always accessible with the vendor's information. The qualifications are also prominently displayed during bid awarding.

1.10.6 The system shall provide an audit trail so that you can view at any time in the future what qualifications existed for a given vendor at the time a bid ends.

1.10.7 Agency Managed Qualifications

1.10.8 For certification where an agency requires verification that the vendor actually meets the requirements, the agency would create an "Agency Managed Qualification".

1.10.9 BidSync provides a simple easy way to collect and manage required supplier data for specific certifications. This is done through a certification document. A certification document can be put in place by contacting vendor support. Once in place, vendors will be able to fill out and submit the document. New submissions will show up on the agency home page. From there the agency can review the submission and give the supplier the certification if they qualify.

2.0 REQUISITIONING AND WORKFLOW

2.1 Requisitions

2.1.1 Requisition Number

2.1.1.1 Agencies can define the requisition number to use on each requisition.

2.1.1.2 Agencies can also define a format to use for requisition numbers and the system shall automatically assign a number created using the given format. The format is very flexible and can accommodate any agency's requirement.

2.1.1.3 BidSync facilitates the bidding and procurement process by allowing a set of requisitions to be sent to bid. Each requisition item is created into a bid item. Once the bid has been awarded agency users must complete the process by reconciling the bid back to the set of requisitions.

2.1.2 Requisition Creation

2.1.2.1 Requisitions are created as new requisitions or by shopping from the contract catalog. (Please see the Contract section.)

2.1.2.2 Requisitions may contain special shipping instructions and a requested delivery date. The shipping instructions will be sent to the vendor when the order is completed.

2.1.2.3 Requisition items may be assigned to account codes.

2.1.2.4 When a requisition is created, all defined approval workflows are analyzed and applied automatically through the system. If approval is not needed, the requisition is approved immediately. Approval workflows are based on business rules and characteristics of the requisition such including dollar amounts, general rule, user rule, department rule, classification based, supplier based, and routing code based.

2.1.2.5 Approvers are notified by Email or Fax and are given the ability to approve or deny the requisition and include notes on why the requisition was approved or denied.

2.1.2.6 Internal Questions and Answers can be asked throughout the requisition process. This allows the requisitioned and buyer to communicate with one another electronically. All information is saved and easily accessible. Internal Questions and Answers are not included in the requisition and are only viewable by the agency.

2.1.2.7 The workflow engine uses a very simple graphical display to show the status of requisitions.

2.1.2.8 Anyone that has access to the requisition has access to the workflow graph.

2.1.2.9 Once approved, a requisition can become a PO, or the agency's buyers can review it and submit it to bid. The requisition can also stay in the approved requisition area for further review.

2.1.2.10 Multiple attachments in any file size and type along with notes can be added to each requisition.

2.1.2.11 BidSync provides advanced search functionality to quickly locate the vendors they are looking for. Search functionality includes Supplier Name, Region, ZIP Code radius, Qualifications, UNSPSC Codes, NIGP Codes, NAICS codes, SIC codes, and agency preferred vendors.

2.1.3 Payment Methods

2.1.3.1 All requisitions allow users to specify which account codes (or budget codes) to use.

2.1.3.2 The system is also built to handle Purchasing Cards (PCards) during the requisition process.

2.1.3.3 The use of PCards is customized for each agency.

2.1.3.4 The level of integration of BidSync with the agency's financial software determines the level of service that can be provided regarding account codes and PCards. (Please see the System Integration section.)

2.1.3.5 Requisitioner's can cancel a requisition at any time.

2.1.3.6 Buyers can cancel an approved requisition instead of creating a PO.

2.2 Approval Process/Workflow

2.2.1 The approval and workflow system, although very powerful is extremely easy to learn and use.

2.2.2 Agencies can begin using the system immediately without long and expensive implementation periods.

2.2.3 Approval flows are displayed using simple graphs.

2.2.4 Flows can contain unlimited approval levels.

2.2.5 Flows can contain an unlimited combination of serial or parallel approvers.

2.2.6 Approval workflows are based on business rules and characteristics of the requisition such including dollar amounts, general rule, user rule, department rule, classification based, supplier based, and routing code based.

2.2.7 Multiple approvers can be listed within the same approver group and the approval flow can be multi-tiered.

2.2.8 Approval flows can be created on the fly and easily edited by the agency.

2.2.9 Each approver in the system has an Inbox of requisitions pending approval.

2.2.10 If a requisition sits in an approver's inbox for more than two business days without the approver reviewing it, the system will send a reminder email to the approver.

2.2.11 Approvers can either approve or deny a requisition.

2.2.12 Approvers are provided with a field where they can enter a reason for their approval or denial reason.

2.2.13 Workflow can also be utilized to notify users to prohibit payment to suppliers that have been placed on hold. Suppliers may be placed on hold or have a hold removed by authorized users.

2.2.14 When a supplier's hold status is changed a notification is sent to assigned office or user.

2.2.15 Reporting capability is also available.

2.2.16 Approval graph will show approvers, contact information, and how long the item has been the approver's box waiting for approval.

2.3 Creation and Editing of Approval Flows

2.3.1 Approval flows can be defined for each user or for the agency as a whole.

2.3.2 Please see the Agency Administered Information section (section 1.9) for more information.

2.4 Delegation and Take-Over

2.4.1 Users may delegate their approval responsibilities to other users. This delegation can be done temporarily or permanently. If the delegation is temporary, at the specified date, the system will automatically end the delegation.

2.4.2 There can be an unlimited level of delegations. For example, if Mary delegates to Joe, and Joe delegates to Jane, and Jane to Bob, then Bob can approve requisitions intended for Mary, Joe or Jane. The system handles all possible changes within the chain of delegation cleanly and elegantly, relieving the agency from complex tasks.

2.4.3 Users can take back their delegation at any time.

2.4.4 Workflow also allows administrator to transfer approval rights from one user to another with the click of a button. If a user is fired, immediately all approval rights can be transferred to his/ her replacement. The system calls this approval take-over.

2.5 Bypassing Approval Flows

There are two features that allow bypassing of approval flows.

2.5.1 The first feature is that any approver with higher authority can bypass all the previous approvers at any time in the approval process. The system clearly records the bypassing action.

2.5.2 The second feature is the ability to create Super Approvers. Super approvers are allowed to approve any requisition. Purchasing Managers can use this feature to bypass requisition approvals in their entirety if it becomes necessary. The system clearly records that the super approver bypassed the normal flow and appends the super approver to the requisition flow.

2.5.3 Editing Requisitions during Approval

2.5.3.1 Approvers are allowed to edit requisitions during the approval flow. The system maintains a detailed audit trail of the changes made.

2.5.3.2 The system contains sophisticated checks to make sure that an approver does not accidentally approve a requisition while another approver is editing it.

2.5.4 Browsing

2.5.4.1 Requisitions are listed using a search tool with several criteria and sorting options.

2.5.4.2 It is easy to find requisitions based on status, creator or requisition number.

2.6 Bids, Solicitations, Quotes

All bids released on the BidSync system are automatically posted on the Internet on the BidSync system. Bid can also be automatically posted on the agencies website immediately after the bid is released on the BidSync system. The system can carry out sealed bids.

2.6.1 Sealed Bids

2.6.1.1 Bid types include but are not limited to:

2.6.1.1.1 RFI

2.6.1.1.2 RFQ

2.6.1.1.3 RFP

2.6.1.1.4 RFB

2.6.1.2 Sealed bids have 3 possible bid response models

2.6.1.3 Electronic – Vendors respond electronically or can send in paper bids to be entered by the agency.

2.6.1.4 Electronic Paper – Vendors can only respond by paper but the data can be entered manually by the agency and still be tabulated.

2.6.1.5 Paper – Vendors respond by paper and are tabulated manually.

2.6.1.6 Bid types are also customizable and can be modified to meet the agencies needs. Each bid type is permission based so the using agency can control the bid types that are available to each user.

2.6.1.7 All sensitive data for sealed bids is encrypted from the time it leaves the vendor's computer. A secure connection using SSL encrypts the communication from the browser to our secure web server. Our server certificate is a 128-bit GlobalID provided by GoDaddy. This GlobalID uses a technology called server-gated cryptography to ensure the highest level of encryption possible between the browser and the server. Our system then encrypts the data as it leaves the web server and stores it encrypted in the database. We use the highest level of encryption dictated by Federal guidelines – the AES algorithm. Sensitive sealed bid data never travels any network in clear text until bid opening time. Our servers are constantly synchronizing their time with the atomic clock signal.

2.6.1.8 Only users with the right to open sealed bids are allowed to unlock the sealed bid.

2.6.1.9 Our physical security policies restrict access to our computer room thus increasing security of sealed bid data. The collocation is accessible by BidSync 24x7 365 days a year. The system is secured in a locked cabinet in the Data Center server room while access into server room is secured by Biometric and Proxy Card along with video surveillance. Only IT Director and President of BidSync have physical access to data center server room.

2.6.1.10 Bidder's lists are available throughout the entire sealed bid process. These lists can be made to be viewable by only the agency or they can also be made available to the vendors. During the bidding process the agency can view the vendors that were notified, when the bid specs were viewed, and who has responded to the bid. The agency will not be able to view the vendors' response during the bidding process; they will only be able to view who has sent in a response.

2.6.1.11 Once the bid closes, the responses will be available to the agency.

2.6.1.12 Vendors have the ability to download, print, and save the bid (documents, specifications, attachments, forms etc.)

2.6.1.13 All bids released on the BidSync system to the Internet can follow an approval process.

2.6.1.14 Approvers will receive an Email informing them that a bid, quote, proposal, etc… is ready to review. The approver has the ability to edit, approve or deny the bid. Agencies can control which user has the permission to release bids to the Internet and those who do not.

2.6.2 Reverse Auction Bids

2.6.2.1 The system allows agencies to carry out reverse auctions. All parameters available for regular solicitations are available for reverse auctions.

2.6.2.2 Reverse auctions on BidSync are more like an open bid rather than a reverse auction. Any vendor can bid any amount. If a vendor is not able to beat the lowest price bid, unlike other reverse auction systems, he or she can still bid and compete for second place. This is a very important feature. Agencies can award a reverse auction on our system like a traditional bid, which is not exclusively determined by price. The value of this feature is evident when the lowest bidder does not meet required qualifications or specifications set forth by an agency.

2.6.2.3 Bids are automatically extended if a vendor submits a price lower than the current lowest price during the last 5 minutes of the bid.

2.6.2.4 The use and length of extensions can be customized for each agency. By default, bids are extended in 5-minute increments.

2.6.2.5 The soliciting agency has real-time access to the bid activity.

2.6.2.6 The soliciting agency has real-time access to an online graph of the bid prices.

2.6.2.7 Identity of all bidders is hidden until awarding takes place.

2.6.2.8 The system complies with all Federal guidelines created by the GSA regarding reverse auctions.

2.6.3 Customizable Bid Parameters

2.6.3.1 The system supports multiple bid types such as RFP, RFQ, RFI, RFB, etc. Each of these parameters can be customized by each agency regarding the use of sealed bidding, newspaper advertisements, pre-bidding period length, etc.

2.6.4 Quick Quotes

2.6.4.1 Bids can be made as short as the soliciting agency desires. If the bid is short, vendors are immediately notified of quick quote requests and encouraged to respond promptly.

2.6.4.2 Quick quotes can be handled as reverse auctions with a very short bidding period, or as regular sealed bids.

2.6.4.3 Agencies that have involved our Vendor Support Team in quick quotes have found their help invaluable to the success of the quote.

2.6.5 Public, Private and Regional Bids

2.6.5.1 Public bids are also known as open market bids. Private bids are also known as restrictive competitive bids. The system allows for both types of bids.

2.6.5.2 For public bids, BidSync offers the help of our Vendor Support Team to recruit as many vendors as possible and thus increase competition. Our team is well aware qualification restrictions and understands the importance of working under the strict guidelines of the soliciting agency.

2.6.5.3 For private bids, only the vendors chosen by the agency are allowed to see and participate on the bid.

2.6.5.4 BidSync also allows agencies to create regional bids. A regional bid favors vendors located within a given geographical area. The area is defined based on miles around a zip code. Regional bids behave like public bids in that all vendors are allowed to participate. However, notification is sent to only qualifying vendors. Vendors outside of the region are clearly warned that they may not qualify when they participate in the bid.

2.6.5.5 Any bid can be made public, regional, or private.

2.6.6 Lot and Spreadsheet Bids

2.6.6.1 The system allows bids to be created with multiple items per lot and multiple lots per bid.

2.6.6.2 The system allows bids to be created in a spreadsheet format. A spreadsheet allows a set of items to have multiple criteria for bidding. This is particularly useful on certain construction contracts.

2.6.6.3 For advanced users bids the system allows bids to be created with multiple lots and multiple spreadsheets.

2.6.6.4 Vendors are able to respond easily to complex bids because the system is able to present all bids in a simple and standard way.

2.6.6.5 Any bid can be created with lots and spreadsheets.

2.7 Pre-Bidding Period

2.7.1 Bids can have a pre-bidding period defined. During the pre-bidding period, the bid becomes public and thus accessible to vendors, but bidding is not yet allowed.

2.7.2 During the pre-bidding period, vendors can review all of the bid information and can submit any questions they may have (see Questions and Answers section below).

2.8 Bid Number

2.8.1 Agencies can define the bid numbers used on their bids.
2.8.2 Agencies can also define a format to use for bid numbers and the system will automatically assign a number created using the given format. The format is very flexible and can accommodate any agency's requirement.

2.9 Suggested Vendors For Bids

2.9.1 Our system provides a powerful tool during the bid creation process to suggest vendors that may be interested in the solicitation. The vendors suggested are based on the bid classifications, and geographical region.

2.10 Multiple Pricing Types

2.10.1 On some bids an agency may be interested in only the total price for a set of items since vendors will be awarded all or none for the bid. On other bids however, the agency may be interested in pricing for each individual item independently since vendors might be awarded part of the bid. The system allows for both types of bids to be created.
2.10.2 Items can be marked as percent responses from vendors. For example, a bid requesting percent discount from a catalog price. For reverse auctions, percent bids extend when the percent increases.
2.10.3 Items can also be marked as NOT requiring a price response from the vendor at all.
2.10.4 Any bid can leverage the available pricing options.

2.11 Bid Attachments

2.11.1 The system allows the agencies to upload any type of attachment (i.e. word docs, cad files, spreadsheet files, PDF files, etc.). There is no limit to the number of attachments an agency may upload for a given bid, or to the size of the attachment.
2.11.2 All attachments are automatically scanned using a virus scanner.
2.11.3 All attachments are automatically converted to PDF format to facilitate and enhance vendor participation. The original and PDF versions are always available.

2.12 Changes and Addendum's

2.12.1 All bids can be amended and all participating vendors will be notified by email and/or FAX of the changes. All the changes are also clearly displayed on the bid.
2.12.2 Agencies can recall, amend, and re-post any and all bids including reverse auctions. Vendors can be automatically notified of the changes along with the reason the agency is making the change.
2.12.3 A comprehensive audit-trail is kept for all changes made to a bid before and after it is released.

2.13 Temporary Work Area for Bids

2.13.1 When a bid is created it is not automatically released to the public. The bid is placed in a work area that belongs to the agency. BidSync calls this work area the Held area.
2.13.2 Held bids are not visible to the public and can be edited or deleted at any time by the agency. The Held area allows an agency to work on complex bids at their own schedule without worrying about vendors seeing the bid. Any information can be edited while the bid is in held.
2.13.3 The Held area would allow agencies to setup a review process for all bids that get released. Namely, some users can be restricted to only create held bids. Thus, the bid must be reviewed before being released to the public. Some agencies may thus choose to delegate bid creation to their departments while still maintaining control at the Purchasing Office.

2.14 Import of Bids from External Systems

2.14.1 Bids can be created or modified from Excel spreadsheets.
2.14.2 Bids can be created or modified from XML files.
2.14.3 BidSync supports most files for file importing.

2.15 Questions and Answers

2.15.1 Each bid has a questions and answers section.
2.15.2 Each vendor has the ability to ask any question of the agency. The question may be related to the bid as a whole or related to a particular item on the bid.
2.15.3 Agencies will receive notifications when they have new questions to answer, and they can clearly see online when a new question needs to be answered.
2.15.4 Each question can have multiple answers.
2.15.5 Questions can only be created before the bids ends. However, agencies and vendors can view every question and answer even after the bid ends.
2.15.6 The system puts a date and time stamp as to when the question was asked and when it was answered.
2.15.7 Agencies can answer the questions as they come in or they can answer all of the questions on a specified date and time.

2.16 Advertise Bids

2.16.1 The system is designed to allow agencies to notify newspapers or any advertiser of upcoming bids.
2.16.2 The notification can be done via FAX or email.
2.16.3 Agencies can enter and modify at any time the list of newspapers to be notified.
2.16.4 Agencies can enter an optional paragraph that will be sent to the newspapers when a new bid comes out. The system will automatically include all the additional pertinent information regarding bid duration, description, etc. on the notification.

2.17 Bid PDF Document

2.17.1 BidSync's system can create a single PDF document that contains all information for the bid. This includes all documents, attachments, and line items.

2.18 Retraction

2.18.1 If circumstances warrant it, agencies may retract a currently running bid. All vendors who were chosen, or all who have bid, will be notified of the retraction.
2.18.2 Retracted bids cannot be awarded.

2.19 Bid Library

2.19.1 All bids in the system are part of a library that an agency can use to create new bids. At any point in the lifetime of a bid (held, public, pre-award, and history) that bid can be used as a template to create new bids. The original data is preserved intact, including attachments and documents.
2.19.2 Furthermore, all ended bids from other agencies can be used as templates by any other agency within the system. Again, the original bid is preserved intact.

2.20 Online Pre-Bid Conferencing

2.20.1 Agencies can conduct online pre-bid conferences on the BidSync system.
2.20.2 Online pre-bid conferences function much like an online chat room. Agency users and vendors both log into the conference via the Internet at their own remote location. The vendors can only ask their question in the order in which the agency allows them. Essentially the agency can mute all vendors except one; this vendor is given an opportunity to ask their questions by typing their question into the BidSync system. The

agency users and the all the vendors participating in the conference will be able to see the vendors' questions and answers in real-time.

2.20.3 The minutes/transcripts of the online conference can be made available to the vendors on the BidSync system immediately after the conference is complete. This can be automatic such that the agency does not have to do anything to have it post.

2.20.4 The pre-bid conference attendance list can also be made available on the BidSync system immediately after the conference is complete. This also can be automatic such that the agency does not have to do anything to have it post.

2.20.5 Agencies can assign pre-bid conference attendance as mandatory or optional. The system will track those vendors that attended and did not. This information will be included in the agencies tabulations.

2.20.6 The buyer in charge of the bid and the vendors invited to the bid will also receive an automatic Email or Fax reminder 24 hours prior to the start of the Pre-bid conference. This will remind the buyer and the vendors of the scheduled pre-bid conference the next day.

2.20.7 Online pre-bid conferences are optional; agencies can also communicate pre-bid conferences that are on location. The system can still track attendance, minutes/transcripts can still be posted to the bid, and Email or Fax reminders will also be sent.

2.21 Additional Offer Fields

2.21.1 Agencies can add additional offer fields to each item of a bid to get item specific information.

2.22 Item Templates

2.22.1 BidSync provides item templates to speed up the creation of items that are regularly used in a bid.

2.22.2 Bids can be automatically added to the Agency's Calendar via a check box on the bid creation screen.

2.22.3 Tentative release date bids can be automatically released.

2.23 Reverse Auction Functionality

2.23.1 The system allows agencies to carry out reverse auctions. All parameters available for regular solicitations are available for reverse auctions.

2.23.2 Reverse auction capability is included in the system being offered by BidSync.

2.23.3 Reverse auctions on BidSync are more like an open bid rather than a reverse auction. Any vendor can bid any amount. If a vendor is not able to beat the lowest price bid, unlike other reverse auction systems, he or she can still bid and compete for second place. This is a very important feature.

2.23.4 Agencies can award a reverse auction on our system like a traditional bid, which is not exclusively determined by price. The value of this feature is evident when the lowest bidder does not meet required qualifications or specifications set forth by an agency.

2.23.5 Bids are automatically extended if a vendor submits a price lower than the current lowest price during the last 5 minutes of the bid.

2.23.6 The use and length of extensions can be customized for each agency. By default, bids are extended in 5-minute increments.

2.23.7 The soliciting agency has real-time access to the bid activity.

2.23.8 The soliciting agency has real-time access to an online graph of the bid prices.

2.23.9 Identity of all bidders is hidden until awarding takes place.

2.23.10 The system complies with all Federal guidelines created by the GSA regarding reverse auctions.

2.24 Co-operative Purchasing Functionality

2.24.1 Coop Capability

2.24.1.1 By using cooperative purchasing practices agencies throughout the country have experienced increased vendor participation and lower prices. BidSync is proud to be the foremost leader with the tools necessary to build and grow the coop ability of our customers.

2.24.1.2 Coops allow agencies to share, discuss, and pool resources for bids and contract negotiations.

2.24.2 Cooperative Bids

2.24.2.1 Any agency within the coop may choose to enable coop participation on any bid they create. Enabling coop participation allows other agencies in the coop to increment the quantities for items in the bid and specify delivery locations for their items.

2.24.2.2 Vendors are able to see the breakdown of multiple delivery locations and quantities for a given bid, although they respond to the total quantities.

2.24.2.3 The originating agency owns and controls the bid process, deciding when the bid is released, when it ends, and when and how it is awarded. Tabulation reports for the originating agency display only their own quantities, although the coop quantities are always accessible.

2.24.2.4 Coop participation takes place while a bid is in the Held area.

2.24.2.5 Coop members can find out about bids in multiple ways:

2.24.2.5.1 Using the system, the originating agency can notify all coop members that a coop bid is available; an email is sent to the coop members.

2.24.2.5.2 The system contains a calendar of events for the coop. The calendar displays any event agencies decide to create, plus it automatically lists coop bids and their tentative release date.

2.24.2.5.3 Agency users may choose to have BidSync notify them when bids in certain classifications are available.

2.24.2.6 Each cooperative bid contains a message board that agencies can use to discuss the bid and exchange specifications or ideas.

2.24.2.7 The Bid Library capability is enhanced to include all members of a coop. In other words, a coop agency may view and copy any bid created by another coop member regardless of the status of the bid.

2.24.2.8 For agencies outside of the coop, only bids in history are available.

2.24.2.9 Accessing coop resources can be restricted to certain users within the agency.

2.24.2.10 Once the bid is awarded, a contract is created for each participating agency for the requested quantity.

2.24.3 Cooperative Contracts

2.24.3.1 A coop agency may browse and purchase from contracts owned by another coop member as though the contracts belonged to them.

2.24.3.2 The agency that owns a contract can easily view the orders placed on that contract by other agencies.

2.24.4 Sponsored Bids

2.24.4.1 Agencies may request to become sponsors of a particular bid. Sponsored bids prominently display the sponsor’s logo on the bid.

2.24.4.2 The fee structure for winning vendors on sponsored bids is different than regular bids. The difference of the fee collected is given to the sponsoring bid.

2.24.4.3 Sponsorship of bids is handled on a case-by-case basis based on an agency’s request.

2.25 Bid Document Manager

2.25.1 Each agency has a document manager at their disposal as part of the system. The document manager allows agencies to maintain a set of documents that are often used in solicitations. Agencies can create and upload any document or form, and then attach

those documents or forms to any bid. Vendors will be asked to review, complete, and agree to the documents selected before they bid.

2.25.2 Documents can be in any file size and any file type including PDF, EXE, CAD, Word, Blueprints, Drawings, etc…

2.25.3 A powerful archival feature remembers vendor responses to forms at the exact time a bid closes.

2.25.4 A form or document can be made mandatory in which case vendors are required to accept the document before bidding can take place.

2.25.5 Vendors can be required to accept the documents for each bid, or agencies can choose to make the answers provided by a vendor valid for a year. The system remembers from bid to bid the vendor's information. Vendors greatly appreciate not having to re-enter the information on every bid.

2.25.6 Vendors may take exception to a form and the exception will be stored in the BidSync system.

2.25.7 The two most common uses of the document manager have been:

2.25.7.1 Bid Specifications or Compliance Forms - Vendors can enter bid specific information online and the responses will be available during the awarding process. This streamlines the awarding process significantly.

2.25.7.2 General Terms and Conditions

2.25.8 Gathering and storing information from vendors regarding compliance with agency requirements has traditionally been a tedious and paper intensive process. Using the document manager for managing compliance with terms allows agencies to be completely paper-free.

2.25.9 Documents have user-defined metadata for searching. Text documents are searchable. Non-text documents are searchable by converting a copy into text format.

2.26 Vendor Access to Bids

2.26.1 Vendor Selection

2.26.1.1 Agencies can choose to block any vendor from participating on any of their future bids. The reason given for blocking will be given to the vendor when they attempt to respond to a bid.

2.26.1.2 The BidSync system can provide the agency with a list of suggested vendors on a per bid basis utilizing NIGP, UNSPSC, NAICS, and SIC codes that the agency selects during bid creation. The agency can also select the vendors that they want notified. The notified list is then viewed by the BidSync vendor support team and in addition to the automatic Email or Fax that the vendor receives; the vendor will receive a phone call from the BidSync vendor support team.

2.26.1.3 The agency can also select to have all vendors notified of the bid opportunity.

2.26.1.4 The agency controls which vendors receive notifications and which vendors do not on a per bid basis.

2.26.1.5 Vendor notifications can be sent in Real-time or as Batches. This is determined by the agencies preference.

2.26.2 Easy to Access Vendor Information

2.26.2.1 The vendor file is accessed through a vendor search tool.

2.26.2.2 Vendor information is always available. Anytime the vendor name is displayed in the system it is always a link to the vendor information.

2.26.3 Public site

2.26.3.1 The system provides a public site where anyone can browse, search, and view open bids from any agency. This provides universal access to bids.

2.26.3.2 The public site allows viewing of bids by region, zip code, agency, or classification.

2.26.3.3 The public site also provides a powerful search tool for more detailed searching.

2.26.3.4 The public site will allow vendors to download, print, and save the bid documents, attachments, and notifications.

2.26.3.5 Vendors can access the BidSync system 24 hours a day, 7 days a week.

2.26.4 Attachments and notes

2.26.4.1 The system allows the vendors to upload any type of attachment (i.e. word docs, cad files, spreadsheet files, PDF files, etc.) with a bid response. There is no limit to the number of attachments a vendor may upload for a given bid response, or the size of the attachments.

2.26.4.2 All attachments are automatically scanned using a virus scanner.

2.26.4.3 All attachments are automatically converted to PDF format to facilitate the review of response by the agency. The original and PDF versions are always available.

2.26.4.4 Vendors can also use a notes field to further explain or qualify each response.

2.26.5 Responses

2.26.5.1 Vendors can respond to bids, quotes, proposals, etc. online through the BidSync system.

2.26.5.2 Responses are signed by way of a digital/electronic signature that meets the requirements of the per State Government Code, Section 16.5 and the California Code of Regulations, Title 2, Division 7, Chapter 10 (www.sos.ca.gov/digsig/regulations) and the California Civil Code 1633.1 et seq.

2.26.5.3 Digital signature capabilities, adherent to all other State's regulations have been implemented as well.

2.26.5.4 Vendors can edit their responses at any time during the bidding period.

2.26.5.5 Agencies can give the vendors permission to submit an unlimited number of alternate responses for any item in the bid.

2.26.5.6 Vendors have the option to place a No-Bid response for any bid. The no-bid response contains a note area where the vendors are able to explain the reason for not bidding. Using the system to enter a no bid response allows for improved tabulation and reports for the agency.

2.26.5.7 Agencies can define No-Bid Surveys that vendors are asked to fill out when they place a no bid response. Once the bid has ended the survey responses are automatically compiled and shown in summary format, or the agency can view each of the vendor survey responses.

2.26.5.8 Questions on a bid can be asked to the agency through the site on a bid-by-bid basis. These questions can also be answered by the agency on through the site. All questions and answers remain on the site for documentation and better communication between vendor and agency.

2.26.5.9 Vendors can upload attachments to their bid response on the BidSync system. The system will accept any file size and any file type. The system will also convert the files to PDF should the agency not have access to the file type uploaded by the vendor.

2.26.5.10 All sensitive data for sealed bids is encrypted from the time it leaves the vendor’s computer. A secure connection using SSL encrypts the communication from the browser to our secure web server. Our server certificate is a 128-bit GlobalID provided by GoDaddy. This GlobalID uses a technology called server-gated cryptography to ensure the highest level of encryption possible between the browser and the server. Our system then encrypts the data as it leaves the web server and stores it encrypted in the database. We use the highest level of encryption dictated by Federal guidelines – the AES algorithm.

2.26.5.11 Sensitive sealed bid data never travels any network in clear text until bid opening time. Our servers are constantly synchronizing their time with the atomic clock signal.

2.26.5.12 Only users with the right to open sealed bids are allowed to unlock the sealed bid.

2.26.5.13 Our physical security policies restrict access to our computer room thus increasing security of sealed bid data. The collocation is accessible by BidSync 24x7 365 days a year. The system is secured in a locked cabinet in the Data Center server room while access into server room is secured by Biometric and Proxy Card along with video surveillance. Only IT Director and President of BidSync have physical access to data center server room.

2.26.6 Notifications to Vendors

2.26.6.1 Vendors chosen by an agency to participate in a bid are immediately notified when the bid is released to the public. Notifications can also be sent in a batch.

2.26.6.2 The agency creating the bid, quote, proposal, etc. controls which vendors will receive the bid notification.

2.26.6.3 The BidSync system can provide the agency with a list of suggested vendors based on the NIGP, NAICS, SIC, and UNSPSC codes selected during bid creation. The agency can also select the vendors that they want notified. The notified list is then viewed by the BidSync vendor support team and in addition to the automatic Email or Fax that the vendor receives; the vendor will receive a phone call from the BidSync vendor support team.

2.26.6.4 The agency can also select to have all vendors notified of the bid opportunity.

2.26.6.5 The agency controls which vendors receive notifications and which vendors do not on a per bid basis.

2.26.6.6 Vendor notifications can be sent in Real-time or as Batches. This is determined by the agencies preference.

2.26.6.7 The system provides multiple ways for vendors to find bids:

2.26.6.7.1 Vendors can view a public website for opportunities.

2.26.6.7.2 Vendors can sign up to be notified of solicitations matching their region and classification selections.

2.26.6.7.3 Vendors will be notified when they are specifically chosen by an agency to participate in a bid.

2.26.6.8 Vendors can choose what notifications they want to receive. Notifications related to bids are:

2.26.6.8.1 Invitation to Bid

2.26.6.8.2 Matching Bids Available

2.26.6.8.3 Bid Addendum's

2.26.6.8.4 Bid Conferences

2.26.6.8.5 Bid Question and Answers

2.26.6.8.6 Bid Retracted

2.26.6.8.7 Bid Decrypted

2.26.6.8.8 Bid Awarded (whether selected or not)

2.26.6.8.9 Confirmation email when a response is submitted for a bid

2.26.6.9 Vendors can select to be notified via email and/or fax.

2.27 Vendor Recruitment & Training

2.27.1 Vendor Support Team

2.27.1.1 If an agency has no vendors for a specific line item our Vendor Support team will find vendors to bid on it. Every agency bid is assigned to a member of our vendor support team. This vendor support team member will work try to find

additional vendors to respond to the bid. Their research will start locally within the local city, then county, then state, and finally nationwide.

2.27.1.2 If an agency already has some vendors for bidding on a line item our team will find additional vendors that meet or exceed the agency's requirements.

2.27.1.3 Vendors have free ongoing access to our support staff during normal business hours. Our support team will guide vendors of any size and all degrees of expertise through the bidding process. Our staff is trained to respond to all questions regarding our systems and clearly understands that the agency must answer bid related questions. The quality of our support team and the service they provide is unparalleled.

2.27.1.4 We offer online training, flash training, phone training, and a training guide that can be emailed to the vendors.

2.28 Automatic Bid Tabulations

2.28.1 Pre-award Review

2.28.1.1 When a bid ends it is placed in a section called "To Be Awarded". While in this section, the agency may review the bid responses and pre-select the winning vendor or vendors.

2.28.1.2 Agencies can keep bids in the "To Be Awarded" section as long as necessary.

2.28.1.3 Vendor selection can be changed any number of times. The system always saves the most recent selection.

2.28.1.4 During the review period all of the vendor prices, attachments, notes, and responses to online forms are easily accessible.

2.28.1.5 The selection process allows for partial awarding of the bid.

2.28.1.6 Pre-award review is a privilege separate from actual awarding. Agencies may delegate the ability to pre-award a bid to their departments, while still maintaining control of the actual awarding process at a central location. This has been particularly useful in construction bids.

2.28.1.7 The tabulation screens will display vendors that partially bid on items as well as vendors who submitted a No-Bid response.

2.28.1.8 BidSync offers a very comprehensive automatic bid tabulation system. Tabulations are available automatically in Electronic, Tabulation Report (viewable by line item or by vendor), Excel, and PDF.

2.28.1.9 The tabulation reports include all of the requested information and include several different views of the data, including price comparisons by vendor and price comparison by line item.

2.28.1.10 Tabulations are printable and can be emailed by a simple click of a button.

2.28.1.11 Tabulations are viewable by group, line item, sub-groupings, and by lots.

2.28.1.12 Tabulations are automatically organized in order of pricing, lowest to highest. Agencies have the ability to change this order.

2.28.1.13 Tabulations will include full bid responses and partial bid responses from vendors.

2.28.1.14 Tabulations will include alternate pricing and reasons why the vendor bid an alternate response.

2.28.1.15 Additional offer fields, such as Shipping, MFR#, Brand#, etc. can be set as required during the bidding process. This means that the vendors cannot respond unless this information is provided. The agency controls, which additional offer fields, are set as required. Additional offer fields will be included in all tabulations.

2.28.1.16 Tabulations include vendor preference pricing. The system can automatically calculate any % preference given to the responding vendor. This information is included on all tabulations.

2.28.1.17 Tabulations can be made available to the vendors online once the bid is opened. The agency controls what tabulations the vendors can and cannot view online on a per bid basis.

2.29 Opening of Sealed Bids

2.29.1 Sealed bids remain encrypted in the system until the soliciting agency takes explicit steps to open the bid. Only users with specific privileges are allowed to decrypt sealed bids.

2.29.2 If requested, the system will automatically notify vendors when the bid is decrypted. Vendors may also check the system to determine if a bid has been decrypted.

2.30 Visibility of Response Data

2.30.1 We recognize that each agency, and sometimes each bid, may have different rules for allowing information to be displayed during and after the awarding process. Therefore, each bid can be customized to show or block certain information from vendors and agency users.

2.30.2 Agencies can change how vendors view the following data:

- 2.30.2.1 Prices
- 2.30.2.2 Vendor attachments
- 2.30.2.3 Vendor notes
- 2.30.2.4 Winning vendor
- 2.30.2.5 Participating vendors

2.30.3 Agencies can choose to hide pricing information from a bid during the pre-awarding period. In other words, although vendors enter pricing information, that information is hidden until a user with the correct privileges requests to display the prices. Price hiding has been used by several agencies to enforce a pre-selection of vendors based on non-price issues.

2.30.4 All bid history or past bid information is available to the vendors through the BidSync search window.

2.30.5 Agencies control what the vendors can and cannot view. All current bid and past bid information can be automatically posted to the agencies website through a simple HTML addition to your website.

2.30.6 Bid history is stored and available for viewing and copying to the agency for 7 years on the BidSync system.

2.31 Vendor Diversity Goals

2.31.1 Vendor Diversity Qualifications are displayed on the awarding screens thus aiding agencies in meeting established goals.

2.31.2 The system records, remembers, and displays the qualifications held by each vendor at the exact time the bid ended. This is an example of the many audit trails available within the system.

2.31.3 The system can also perform any kind of % preference calculation automatically for the vendors that have submitted their bid along with their qualifications. The system has a tool that allows the agency to control the % preference and whether it is calculated as a discount or as a premium.

2.31.4 Vendor Diversity % calculations are included on all automatic tabulations.

2.32 Tabulation Reports, Packets and Printing Services

2.32.1 Several online tabulation reports are available to the agency to help them during the award process.

2.32.2 Agencies can generate a single PDF report containing all vendor responses (including all vendor attachments) for a particular bid. We call this PDF file a tabulation packet. This has proven to be an extremely valuable tool for agencies that want individual departments to review the responses. Buyers can generate the PDF tabulation packet and send an email through BidSync to internal users so they can download the PDF and review the data.

2.32.3 Excel Tabulation, Tabulation Reports, and Line Item Tabulations, and Electronic Tabulations are all available on the BidSync system.

2.33 Manual Data Entry of Paper Bids before award

2.33.1 Although vendors are expected to respond electronically, we recognize that some agencies may still want to allow paper responses in special cases. The system provides agencies with the ability to manually enter paper responses into the system before bid tabulation and awarding.

2.33.2 Bids received by mail can be entered into the BidSync system by the agency and will be included on all tabulations. BidSync offers a PDF fax conversion such that the hard copies of the bids can be faxed to BidSync and then will be converted to PDF and loaded to the bid.

2.34 Awarding the Bid

2.34.1 Once an agency has completed reviewing a bid and making their desired vendors selection, the agency can proceed to award the bid.

2.34.2 Awarding a bid means that either contracts or purchase requisitions will be created for the selected vendors.

2.34.3 Vendors will be notified that the bid was awarded and told whether or not they were selected.

2.34.4 Agencies are not required to award bids to the vendor with the lowest price. We understand that oftentimes criteria other than price factor into the awarding process. The system thus allows the agency the flexibility of using multiple criteria to award the bid to any single or multiple vendors.

2.34.5 Agencies can notify any and all vendors of a Pre-Award electronically through the BidSync system. In addition to the notification the agency can upload any kind of supporting documentation that they would like to be sent with the Pre-Award notification.

2.35 Cancel Award

2.35.1 Agencies may choose to throw away a particular bid after it finishes. Bids do not have to be awarded.

2.35.2 All participating vendors will be notified that the bid was not awarded to anyone.

2.35.3 Awarding and pre-awarding are both privileges and can thus be restricted to specific users.

2.36 Best Value Logic

2.36.1 During the bid tabulation process, agencies are given the ability to enter in any kind of additional information regarding value. The additional information will be reflected on the bid tabulation and will be available to all users evaluating the bid responses and tabulation information.

2.36.2 Bid tabulation responses will be automatically ranked by the BidSync system in order of lowest price to highest price. Agencies are then given the ability to change the order or ranking to the order or ranking in which they would make their recommendation for award.

2.37 Best and Final Offer (BAFO) Logic

2.37.1 Agencies have the ability to conduct private bidding procedures on the BidSync system. This allows agencies to request any additional information from a vendor without notifying any additional vendors.

2.37.2 An agency buyer will simply release the best and final offer solicitation to vendor or vendors that they choose and then assign the bid as private. Only the invited vendor(s) will be notified and the solicitation will only viewable to the invited vendor(s).

2.38 Automated Bid Awarding

2.38.1 Awarding the Bid

2.38.1.1 Once an agency has completed reviewing a bid and making their desired vendors selection, the agency can proceed to award the bid.

2.38.1.2 Awarding a bid means that either contracts or purchase requisitions will be created for the selected vendors.

2.38.1.3 Vendors will be notified automatically by Email or Fax that the bid was awarded and told whether or not they were selected.

2.38.1.4 Agencies can upload pre-award documentation to go out with their pre-award notifications.

2.38.1.5 If the agency has a pre-award bid protest period, the system can remind the agency user that the protest period is not over if the user tries to award the bid prior to the protest window closing.

2.38.1.6 Agencies are not required to award bids to the vendor with the lowest price. We understand that oftentimes criteria other than price factor into the awarding process. The system thus allows the agency the flexibility of using multiple criteria to award the bid to any single or multiple vendors.

2.38.1.7 Agencies can utilize approval flow once an awarding decision has been made but before the award has actually taken place. The approval flow provides more control of the awarding process.

2.38.1.8 BidSync provides the ability to store notes and documents that correspond to a given bid and supplier that is protesting an intent to award. These notes and documents will always stay with the bid and cannot be changed or deleted.

2.39 Cancel Award and Bid Rejections

2.39.1 Agencies may choose to throw away a particular bid after it finishes. Bids do not have to be awarded.

2.39.2 All participating vendors will be notified that the bid was not awarded to anyone.

2.39.3 Agencies can also choose to reject a vendor's offer and make a note of the reason why the offer was rejected. Vendors can also receive a notification informing them of the rejection.

2.40 Awarding and pre-awarding are both privileges and can thus be restricted to specific users.

3.0 ELECTRONIC PURCHASE ORDERS AND CONTRACTS

3.1 PO Creation (Also see Section 6.0 Contract Management)

3.1.1 PO creation is built into the BidSync Contract Manager/Workflow System.

3.1.2 PO's are sent to the vendors automatically by Email or Fax.

3.1.3 PO's will include PO #, Attachments, and Notes from the supplier.

3.1.4 BidSync offers a notes management tool that allows the user to add any create PO notes to the supplier or add a note from any pre-selected notes that the agency have added to Po's.

3.1.5 A PO can be created by multiple procedures:

3.1.6 Informal PO – value of the PO is under a certain amount. With this procedure the PO goes through workflow and then goes directly to order. The flow is controlled by the agency.

3.1.7 PO parameters – preset PO parameters can be built into the BidSync system such that workflow and approval process can follow any kind of preset monetary values that the agency defines. This will allow the agency to have the requisition go through approval, then go to purchase, where purchasing can determine whether the PO should go to bid or go directly to order. The agency then has the ability to have the Order created and the PO sent out by Email or Fax, or the Order can sit in a holding area until the agency is ready to send the PO to the vendor.

3.1.8 BidSync can enforces the use of contracts for certain types of commodity codes or entities through the use of Agency Approval Flow. When a given entity or commodity code is used then steps will be added to the requisitions Approval Flow so that the requisition must be approved before it can be ordered.

3.2 Award Editing

3.2.1 Awards can be edited/modified.
3.2.2 Agencies can control whether a vendor is notified electronically of the award change.
3.2.3 Awards can be canceled. In the event an agency cancels an award, the bid will be placed in a section that will allow the agency to change the status from award to cancel.

3.3 Change Orders, Renewals, Extensions

3.3.1 BidSync currently allows the agency the ability to expire a contract, extend a contract, or renew a contract.
3.3.2 Agencies can be notified by Email or Fax 30, 60, 90 days prior to the end of the contract. This will allow the agency ample time to determine whether the contract will be renewed or re-bid.
3.3.3 The contractor can be notified by Email or Fax.
3.3.4 BidSync has the ability to submit change orders.

3.4 Multiple Awards

3.4.1 Agencies can award a bid by line item, grouping, and supplier. During the awarding process agencies can also award to multiple suppliers, split award, assign a primary vendor, secondary vendor etc…
3.4.2 Once an award is made, and it is a contract, the system will place the awarded items in the catalog section of the system. Items will be identified by titles and will be separated by awarded vendors and will be accessible for an off-contract requisition throughout the term of the contract. One time purchases will go directly to the Order/PO window and the user will have the ability to push the PO to the vendor or wait until a later date to push the PO.

3.5 Multiple Billing Points & Delivery Locations

3.5.1 The BidSync system offers multiple billing points & delivery locations throughout all aspects of the system. This includes, bid creation, requisition creation, contract creation, and PO creation.
3.5.2 Billing Points and Delivery Locations are controlled by the using agency in the Admin section of BidSync. The agency has the ability to create, edit, and delete all billing points and delivery locations.

3.6 Integration

3.6.1 Orders may be integrated with outside systems.
3.6.2 BidSync has the ability to track different requisition and order parameters. This is done by adding report flags. Once added this flag can be marked on Requisitions and on Orders. Reports can be generated of all requisitions and Orders that have the flag set.

3.7 Reporting

3.7.1 BidSync has the ability to track different requisition and order parameters. This is done by adding report flags. Once added this flag can be marked on Requisitions and on Orders. Reports can be generated of all requisitions and Orders that have the flag set.

4.0 CONTRACT ADMINISTRATION FEATURES

4.1 Ad-Hoc Online Reports

4.1.1 The system contains a reporting tool that is easy to use, yet flexible enough to generate several different types of reports.
4.1.2 The reports are generated as PDF or Excel documents that agencies can download and print.

4.1.3 The tool is divided into sections for the different parts of the system: Bids, Contracts, Requisitions, and Orders. All of these sections are located together under the reporting area.

4.1.4 The reports are built by entering the filtering criteria and then checking the desired columns from a list.

4.1.5 Agencies do not need to understand how the data is stored in the database, or remember complicated field names. Building a report is as simple as using a search tool.

4.2 Custom Reports

4.2.1 We understand that every agency may have different reporting needs. As such, we are prepared to create the reports, or provide a specialized reporting tool so the agency can generate their own reports.

4.2.2 These reports can be PDF, downloadable data files, Excel or web screens (HTML).

4.2.3 BidSync has created an advanced ad-hoc reporting tool that enables the agency to govern what criteria will be included in the report and the arrangement or order of the criteria in how it will be displayed.

4.2.4 This tool is easily managed by the agency and allows the user to drag and drop the items they would like to include in the report.

4.2.5 BidSync has the ability to capture any kind of information that an agency needs for reporting purposes.

4.2.6 This information can be managed and maintained by the agency. Reports are available online, in PDF, and in Excel.

5.0 CONTRACT MANAGEMENT

The system is built to manage your contracts. You as the agency have complete control regarding what is listed in the contracts area.

5.1 Contract Creation

5.1.1 Contracts can be created as a result of a bid being awarded.

5.1.2 Contracts can also be created manually without the need for a bid.

5.1.3 It is also possible for BidSync to upload all your current contracts into the system.

5.1.4 There is no limit to the number of contracts an agency can have.

5.2 Contract Number

5.2.1 Agencies can define the contract number for their contracts.

5.3 Expiration and Renewal

5.3.1 Contracts are created with an expiration date.

5.3.2 The system will flag all contracts that are nearing expiration to alert you in case renewals are desired.

5.3.3 Contracts have a built-in message exchange system that allows agencies and vendors to re-negotiate or discuss contract terms. The messages are logged to provide an audit-trail of what was discussed.

5.3.4 Contracts can also be used as the source for a new bid thus allowing agencies to effectively renegotiate the contract and obtain the most up to date prices.

5.3.5 An agency can choose to expire/archive a contract at any time.

5.3.6 BidSync can allow for roll-over of documents and transactions across fiscal periods; allow user specification of criteria for selection of documents and/or purchasing transactions for roll-over; allow individual cancellations; roll purchase order encumbrances from one period to another on a selective basis.

5.4 Contract Browsing

5.4.1 The contract list becomes a catalog that users can use for shopping. Users simply find the items they want, select the quantity they need, and add those items to the shopping cart.
5.4.2 Shopping carts are user specific. The shopping cart contents are remembered even if a user logs out.
5.4.3 This allows users to build complex requisitions over time without having to checkout immediately.
5.4.4 The contract catalog allows for searching using many different criteria, such as item name, vendor, contract number, expiration date, etc. The search results can be sorted in multiple ways. The results are also paginated.

5.5 Online Reports

5.5.1 Agencies can view online all the orders placed from a contract.
5.5.2 Agencies can view online all the contracts for a given vendor.

5.6 Post Award Contract Management

5.6.1 Tracking logs may be used for tracking deliverables and payments identified in statements of work.
5.6.2 Tracking logs are added during receiving or in addition to receiving.
5.6.3 Fields include:
5.6.4 Tool Description

Fields include:

<table>
<tr><th>Tool</th><th>Description</th></tr>
<tr><td>Tracking logs</td><td>Tracking logs are added during receiving or in addition to receiving. Tracking log fields include:
<table>
<tr><th>Field</th><th>Purpose</th></tr>
<tr><td>Title</td><td>Title of log</td></tr>
<tr><td>Tracking Type</td><td>Types that make sense to the organization. For example, payout, deliverable, or return.</td></tr>
<tr><td>Entry Type</td><td>Entry type is charge, payment, or info. Used for tracking log summary report (will discuss below).</td></tr>
<tr><td>Dollar Amount</td><td>Dollar amount required for charge or payment. Returns often represented as negative charges.</td></tr>
<tr><td>Attachments</td><td>Statements of work, invoices, or other documents.</td></tr>
<tr><td>Reminder Date</td><td>Reminds user about tracking log for follow-up.</td></tr>
<tr><td>Search Flags</td><td>Tag entry for easy searching and reporting.</td></tr>
</table>
Receiving may be configured to map to tracking logs for auto generating tracking logs during receiving.

Sample Tracking Log Sequence:</td></tr>
</table>

Title: Supplier delivered items 1 and 7			
Tracking Type	Entry Type	Amount	Date
Deliverable	Charge	500.00	Jan 18, 2008
Notes: Need to check with John and make sure the quality of the items are ok.			
Attachments: Invoice.doc			
Reminder: Jan 19, 2008			

Title: Discussion with John about the quality of item items			
Tracking Type	Entry Type	Amount	Date
Return	Charge	(300.00)	Jan 19, 2008
Notes: Item 1 is fine, but item 7 is defective, sending back for replacement. Will adjust charges			
Attachments: Defectiveitem.jpg			
Reminder:			

Title: Supplier delivered replacement of item 7			
Tracking Type	Entry Type	Amount	Date
Deliverable	Charge	300.00	Feb 15, 2008
Notes: Checked with John, item is fine			
Attachments: Invoice2.doc			
Reminder:			

Title: Payout for fulfilled order			
Tracking Type	Entry Type	Amount	Date
Payout	Payment	500.00	Feb 22, 2008
Notes:			
Attachments:			
Reminder:			

Tracking Log Summary Reports	Tracking log summary report based on the above tracking log sequence:

Entry Type	*Tracking Type*	*Date*	*Title*	*Amount*
Charges				**500.00**
	Deliverable	18-Jan-2008	Supplier Delivered items 1 and 7	500.00
	Return	19-Jan-2008	Discussion with John about the quality….	(300.00)
	Deliverable	15-Feb-2008	Supplier delivered replacement of item 7	300.00
Payments				**500.00**
	Payout	22-Feb-2008	Payout for fulfilled order	500.00
Balance				**0.00**

Authorized payment schedules

In addition to logging due payments, authorized payment schedules may be created during order fulfillment or when closed.
Authorized payment schedule options:

Option	*Description*
Frequency	One time or progress payment. If progress payment, frequency defined as make payment every *N* days starting on a given date.
Amount	If one time, may be the full amount or partial amount. If progress payment, will be for allotted amount with the last payment being the remainder of the total payment.
10% Withholding	Will withhold 10% of payment until order is closed.

Sample authorized payment schedule:

Date	*Amount*	*Status*	*Description*
Feb 22, 2008	100.00	Completed	Progress payment of 100.00 every 7 days beginning on Feb 22, 2008.
Feb 29, 2008	100.00	Sent to ?	….
Mar 3, 2008	100.00	Future	….
Mar 10, 2008	100.00	Future	….
Mar 17, 2008	100.000	Future	….

Authorized payments are not to exceed the encumbrance. Expenditures exceeding encumbrance require a change order.

When payment is authorized, an email is sent to whomever is necessary. A link is provided that, after login, pulls up the PO, ordering and receiving, supplier information, tracking log summary report, and the authorized payment schedule. When payment is completed, they click on the link again, login, and update the authorized payment as completed.

Search/Reporting

Searches and reports available but not limited to unfulfilled orders, orders with a non-zero balance, or orders that have uncompleted authorized payment schedules.

6.0 Order Management

6.1 PO Number

6.1.1 Agencies can define the PO number to use on each order.
6.1.2 Agencies can also define a format to use for PO numbers and the system will automatically assign a number created using the given format. The format is very flexible and can accommodate any agency's requirement.

6.2 Aggregating Requisitions

6.2.1 Multiple requisitions can be aggregated together to streamline the purchasing process.
6.2.2 The system will automatically split requisitions into multiple POs if multiple vendors are used.
6.2.3 It is easy to track all requisitions on which a PO is based and all users requesting an item.

6.3 Information Fields

6.3.1 Each PO allows buyers to enter general instructions for the vendor. These general instructions are in addition to the special instructions that were entered when the requisition(s) for this PO were created.
6.3.2 POs may contain multiple shipping dates and/or locations. The vendor will see the items very clearly grouped by shipping dates and location.
6.3.3 Mass approve, dispatch, cancel, or close purchase orders will be carried out by the use of a clipboard with the following capabilities: Add purchase orders to clipboard, select desired action (approve, dispatch, cancel, approve), actions based on user permissions, select orders on clipboard for action, view action preview screen (shows which orders will succeed or fail and failure errors), enter digital signature to apply action.
6.3.4 Vendors receive email or fax notification of orders placed.
6.3.5 Vendor can view all their orders online.

6.4 Online Shipping Status

6.4.1 The vendor can edit at any time the shipping status of an order.
6.4.2 Vendors can enter partial shipping information for any item or group of items.
6.4.3 The agency can view at any time the shipping status of an order. As soon as the vendor updates the status, it is immediately available to the agency.
6.4.4 Vendors have the ability to enter notes on the shipping status of the order.

6.5 Online Receipt Status, Viewing, Editing, Bar-code Scanning

6.5.1 The agency can edit at any time the receiving status of an order.
6.5.2 Agencies can enter partial receipt status for any item or group of items.
6.5.3 The vendor can view at any time the receiving status of an order. As soon as the agency updates the status, it is immediately available to the vendor.
6.5.4 Agencies have the ability to enter notes on the receiving status of the order.
6.5.5 Bar-code scanning:
6.5.6 Scan bar-code – Use keyboard wedge scanner. Find bar-code invoice or other document. Plug scanner into PC/laptop via PS/2 or USB. Open text document and place cursor on empty line. Scan bar-code and capture ASCII bar-code values as keyboard input.
6.5.7 Enter the bar-code – Enter bar-code purchase order for one or more items of the purchase order.
6.5.8 Receive the order – Warehouse operators or other users receive order, scan bar-codes, and enter the bar-codes into BidSync. Manually enter ASCII bar-codes into receive. Matched orders or order items are received and tracking logs auto generated. Batch ASCII bar-codes and upload (https with login) file to BidSync receiving. Orders or order items are received and tracking logs auto generated. Updated orders flagged for review for verification and payment.

6.6 Online reports

6.6.1 Agencies can view online all the orders placed from a contract.
6.6.2 Agencies can view online all the orders placed with a given vendor.

6.7 Change Orders

6.7.1 Change orders are available for needed changes to orders such as an increase in expenditures, change of supplier, new or removed items, or other changes to characteristics of the PO.

6.8 Close Orders

6.8.1 Change orders may be closed to indicate order fulfilled.

7.0 CATALOG CAPABILITIES

7.1 The system has the ability to support several different catalogs. Depending on agency requirements and available vendor involvement, BidSync provides the following approaches to catalog purchasing:

7.1.1 Contract Catalogs
- 7.1.1.1 As mentioned in the Contract section, this catalog is comprised of all the items under contract by the agency.
- 7.1.1.2 Users can search, select contract items, and create purchase requisitions based on the selected items.
- 7.1.1.3 The orders are sent electronically to the appropriate vendors.
- 7.1.1.4 Keyword, item code, vendor, and classification searching is available.

7.1.2 Warehouse Inventory
- 7.1.2.1 For agencies that maintain warehouses, the system can create a catalog of warehouse items.
- 7.1.2.2 Users would be able to search the warehouse, get immediate availability information, and create purchase requisitions.
- 7.1.2.3 The orders are sent electronically to the warehouse personnel.
- 7.1.2.4 Keyword, item code, and classification searching is available.

7.1.3 General Vendor Catalogs

- 7.1.3.1 These are general catalogs for items the vendors sell.
- 7.1.3.2 The system has the ability, if an agency requests it, to allow vendors to input their catalog information and establish pricing and inventory information.
- 7.1.3.3 Users can search the combined vendor catalogs, select items, and create purchase orders.
- 7.1.3.4 The orders are sent electronically to the appropriate vendors.
- 7.1.3.5 Keyword, item code, vendor, and classification searching is available.
- 7.1.3.6 Building and maintaining this catalog requires significant involvement from the vendors.
- 7.1.3.7 Vendors need to either maintain their catalog manually, or they need to be able to provide an electronic catalog file in a standard format.
- 7.1.3.8 The system allows for the creation of Group Catalog Items which contain existing Catalog items as sub items of the group. Users may create and use these Group Catalog items so as to create kits, systems, or products that are comprised of components. Users may order off of the group catalog item which will automatically include all of the individual items.
- 7.1.3.9 The system allows for the creation and customization of User Catalog profiles. In these

7.1.3.10 Profiles an Agency may define per user which account codes, P cards, and credit cards are accessible. The profile is also used to define which vendor catalogs and punch-out catalogs a given user has access to order off of.

7.1.3.11 The system provides a unified and simple way to purchase from any of the available

7.1.3.12 Catalogs. Users do not have to be trained on understanding the intricacies involved with each catalog.

8.0 ECATALOG SYSTEM

The system has the ability to support several different catalogs. Depending on agency requirements and available vendor involvement, BidSync provides the following approaches to catalog purchasing:

8.1.1 Contract Catalogs

8.1.1.1 .As mentioned in the Contract section, this catalog is comprised of all the items under contract by the agency.

8.1.1.2 Users can search, select contract items, and create purchase requisitions based on the selected items.

8.1.1.3 The orders are sent electronically to the appropriate vendors.

8.1.1.4 Keyword, item code, vendor, and classification searching is available.

8.1.2 Warehouse Inventory

8.1.2.1 For agencies that maintain warehouses, the system can create a catalog of warehouse items.

8.1.2.2 Users would be able to search the warehouse, get immediate availability information, and create purchase requisitions.

8.1.2.3 The orders are sent electronically to the warehouse personnel.

8.1.2.4 Keyword, item code, and classification searching is available.

8.1.3 General Vendor Catalogs

8.1.3.1 These are general catalogs for items the vendors sell.

8.1.3.2 The system has the ability, if an agency requests it, to allow vendors to input their catalog information and establish pricing and inventory information.

8.1.3.3 Users can search the combined vendor catalogs, select items, and create purchase orders.

8.1.3.4 The orders are sent electronically to the appropriate vendors.

8.1.3.5 Keyword, item code, vendor, and classification searching is available.

8.1.3.6 Building and maintaining this catalog requires significant involvement from the vendors.

8.1.3.7 Vendors need to either maintain their catalog manually, or they need to be able to provide an electronic catalog file in a standard format.

8.1.3.8 The system provides a unified and simple way to purchase from any of the available catalogs.

8.1.3.9 Users do not have to be trained on understanding the intricacies involved with each catalog.

8.1.4 Punch Out

8.1.4.1 Punch-out capability implemented with cXML (www.cxml.org).

8.1.4.2 BidSync would recommend one of the following options for punch-out implementation, options include:

Method	***Description***
Direct Punch-out	BidSync interfaces supplier's website directly with cXML.
E-commerce hub	BidSync interfaces E-commerce with cXML. E-commerce hub interfaces supplier's website with cXML.

ViniSyndicate Catalog (optional feature)	BidSync interfaces ViniSyndicate Catalog (see FAQ at www.vinimaya.com) with cXML. ViniSyndicate interfaces supplier's website by parsing supplier's HTML catalogs.

9.0 RECEIVING & AUTOMATED PAYMENT PROCESSING

9.1 The agency can edit at any time the receiving status of an order.
9.2 Online Receipt Status Viewing and Editing
9.3 Agencies can enter partial receipt status for any item or group of items.
9.4 The vendor can view at any time the receiving status of an order. As soon as the agency updates the status, it is immediately available to the vendor.
9.5 Agencies have the ability to enter notes on the receiving status of the order.
9.6 The receiving functionality can be interfaced or exported into a financial system to trigger vendor payment.
9.7 Account coding can be entered and saved in the system to accommodate automated payment processing.
9.8 This process is accomplished through the BidSync ERP/System Integration Module.

10.0 HISTORY & REPORTS

10.1 Auditing

10.1.1 BidSync was developed exclusively for public agencies. The entire system has been built with a very strong emphasis on audit trails. User level assignments and vendor diversity goal changes are two audit trails already mentioned. Other examples of audit trails, although most definitely not a complete list are: requisition workflow definitions, bid addendum's, user logins, vendor order fulfillment, requisition changes made during the approval process, bid changes made by vendors during the bidding process.
10.1.2 Our company goal is to provide a system that will aid and protect our public agency customers during procurement practice audits.
10.1.3 All information regarding a bid and bid responses is maintained in the system for at least 7 years and available to all agencies and vendors. It is important to note though, that depending on State laws, some agencies may request that certain information be kept private. The system allows each agency to customize the availability of historical information to the public depending on their circumstances.
10.1.4 All information regarding orders is maintained in the system for at least 7 years and available to the agency and vendor.
10.1.5 Each agency receives free of charge a CDROM containing all of their activity for the previous month.
10.1.6 The CD Contains:
10.1.6.1 All bids ended or awarded during the previous month.
10.1.6.2 Any additional information requesting by the using agency.

10.1.7 Audit records are immutable and not deleted except as part of an archival process. Retention policies are available and can be set forth by the using agency. All archived records contain data that can be imported back into the database.
10.1.8 Audit record retention policies can be driven by the using agency.
10.1.9 Usage logs are available when requested.

Examples of using the audit search tool:

Example 1:

Search Form	
Userid	555
Date Range	
Component	
Component Number	

Results:
Audit records for user 555

Example 2:

Search Form	
Userid	555
Date Range	01-Jan-2008 through 01-Feb-2008
Component	Requisitions
Component Number	

Results:
Requisition audit records for user 555 from January 1st, 2008 through February 1st, 2008

Example 3:

Search Form	
Userid	
Date Range	
Component	Requisitions
Component Number	12345

Results:
Requisition audit records for requisition 12345

Example audit record:

Data	***Description***
Userid	User
Date	Transaction date
Component	Component such as Requisition
Component Number	Component record number
Fields	Fields modified with prev and new value

Search results may be reported in HTML, PDF, Excel, CSV, XML or other needed formats.

10.2 Reports

10.2.1 These reports are provided as web screens (HTML) that display information regarding a certain feature within the system.

10.2.2 Web reports are located in the section that applies. For example, the contract list for a vendor is located in the vendor administration area next to each vendor.

10.2.3 The following web reports are available:

10.2.3.1 Contracts for a vendor
10.2.3.2 All bids ended or awarded during the previous month.
10.2.3.3 Orders for a vendor
10.2.3.4 Orders from a contract
10.2.3.5 Requisitions associated with an Order
10.2.3.6 Orders associated with a requisition
10.2.3.7 Bidding Analysis
10.2.3.8 Bid Recap
10.2.3.9 Contract History
10.2.3.10 Purchase Requisition History
10.2.3.11 Order History

10.3 Ad-Hoc Online Reports

10.3.1 The system contains a reporting tool that is easy to use, yet flexible enough to generate several different types of reports.
10.3.2 The reports are generated as PDF or Excel documents that agencies can download and print.
10.3.3 The tool is divided into sections for the different parts of the system: Bids, Contracts, Requisitions, and Orders. All of these sections are located together under the reporting area.
10.3.4 The reports are built by entering the filtering criteria and then checking the desired columns from a list.
10.3.5 Agencies do not need to understand how the data is stored in the database, or remember complicated field names. Building a report is as simple as using a search tool.
10.3.6 Ad-Hoc reporting includes Requisitions, Orders, and Bid data.
10.3.7 BidSync implements the use of ODBC compliant reporting tools by the use of our ADHOC Reporting system. Using our ADHOC tools a user can extract the data from the BidSync system in an XML format and then using an XML ODBC driver import that data into Crystal Reports and generate any needed reports from the data.

10.4 Custom Reports

10.4.1 We understand that every agency may have different reporting needs. As such, we are prepared to create the reports, or provide a specialized reporting tool so the agency can generate their own reports.
10.4.2 These reports can be PDF, downloadable data files, Excel or web screens (HTML).
10.4.2.1 BidSync has created an advanced ad-hoc reporting tool that enables the agency to govern what criteria will be included in the report and the arrangement or order of the criteria in how it will be displayed.
10.4.2.2 This tool is easily managed by the agency and allows the user to drag and drop the items they would like to include in the report.

11.0 ADDITIONAL TOOLS

11.1 Agenda System

11.1.1 BidSync provides an eAgenda system designed to provide a simple, central, easy to use agenda system.
11.1.2 Privilege protected multi user access to eAgendas.
11.1.3 Multi user creation of eAgenda Items.
11.1.4 Users given the appropriate permissions can create Agenda Items.
11.1.5 eAgenda Forms -- users can fill out predefined forms to be submitted along with the agenda item.
11.1.6 Users can upload any needed attachments to the agenda item.
11.1.7 Approval flow for eAgenda Items.
11.1.7.1 Agencies can set up approval flow for items so that the items must be approved before they are ever allowed to be put on the eAgenda.
11.1.7.2 Approval rules can be based upon routing codes, department, general rules, or user.
11.1.8 Agencies can define Standard eAgenda items that always appear on the eAgenda.
11.1.9 A user with privileges can take all of the approved eAgenda items and organize them into a formal agenda. There the user can move around and modify the items as needed.
11.1.10 All changes to agenda items are tracked.
11.1.11 PDF reports of the eAgenda or any of the eAgenda items can be generated at any time.
11.1.12 Once an eAgenda is made a user with privileges can enter notes, approval information, and attachments that should go with each item.
11.1.13 Items on the eAgenda may be tabled. When an item is tabled and the eAgenda is moved to the history section all tabled items are copied back into the pending section to be put on the next eAgenda.

11.1.14 The BidSync system maintains a history of eAgendas and allows for date, title, and description searching of the eAgendas.

11.2 RFP Evaluation System

BidSync has created the RFP Evaluation tool to help facilitate the analysis of RFP's. A user with privileges can create an RFP Evaluation.

11.2.1 The user assigns a title along with scoring data such as number of total points.

11.2.1.1 The user creates Report Criteria to be fulfilled by approvers. The report criteria contain title, notes, and attachments along with number of points the criteria is worth.

11.2.1.2 The user assigns users that should evaluate the Evaluation.

11.2.1.3 The user associates the evaluation with a given RFP.

11.2.1.4 When an RFP is associated with the evaluation all of the RFP's vendors are imported into the evaluation.

11.2.1.5 An evaluation deadline date can be assigned thus letting evaluators know when they should complete their evaluation.

11.2.1.6 Once released all evaluators will be notified.

11.2.2 Evaluators section

11.2.2.1 Only RFP Evaluations that have been assigned to an evaluator will be accessible to a given evaluator.

11.2.2.2 Evaluators review the criteria and then rate each vendor (using the specified points scale) or how well the vendor meets the criteria.

11.2.2.3 Evaluators can also upload any notes or attachments they need to with each criteria item.

11.2.2.4 Evaluators can easily see which criteria they have not filled out, which criteria they have filled out but not submitted, and which criteria they have filled out and submitted.

11.2.2.5 Once evaluators have submitted their evaluations the admin user will be able to see that the user’s evaluation has been completed.

11.2.3 At the end of the evaluation process the admin user manually closes the evaluation and immediately all evaluation report statistics will be available.

11.2.3.1 The report statistics will immediately show ranking of vendors based upon the average of all evaluator’s responses.

11.2.3.2 The report statistics will also show how each vendor performed in each category.

11.2.3.3 All evaluation data by the evaluators will be accessible by vendor as well as by each evaluator.

11.2.3.4 All evaluator notes and attachments will be accessible.

11.2.4 A PDF report can be generated from the report statistics.

11.2.5 Evaluation historical information is archived and available for up to 7 years on the

11.2.6 BidSync system.

12.0 SYSTEM ADMINISTRATION

12.1 Administration & Users

12.1.1 Allows adding new users.

12.1.2 Allows editing existing users.

12.1.3 Access only the users associated with your agency.

12.1.4 Grant or revoke a user’s privileges. The system automatically adjusts what users see on their screen based on the privileges a user has. An audit trail is maintained of when users where given certain privileges and when those privileges where revoked.

12.1.5 Create new users by copying existing users. Each user can be used as a template to create new users.

12.1.6 User administration can be Agency Managed, BidSync Managed, or a combination of both. It is up to the agency to determine how this is managed.

12.2 Approval Workflow Rules

12.2.1 Approval Workflow can be created for requisitions, order creation, change orders, bid release, bid awarding, and eAgenda.

12.2.2 Define rules for the Entire Agency:

12.2.2.1 Create approval flows that apply to all requisitions.

12.2.2.2 Create approval flows that apply only to requisitions with certain vendors.

12.2.2.3 Create approval flows that apply only to requisitions with certain classifications.

12.2.3 Define rules Per Department

12.2.4 Define rules Per Commodity Code

12.2.5 Define rules Per Routing Code

12.2.6 Define rules Per User:

12.2.6.1 A user flow can have links to other users' flows for significantly simpler flow creation. If the flow for the linked user changes, the flow for the user with the link changes automatically.

12.2.6.2 Any user can take over all approvals currently handled by another user. Only current and future approvals are changed during takeover or delegation.

12.2.6.3 You can copy another user's workflow.

12.3 Workflows can be built and changed as needed by the agency. All changes to approval workflows maintain an audit trail.

12.4 The approval flow for the requisitioner is always applied first. It is then followed, in parallel, by all agency approval rules that may apply.

12.5 Approval Groups

12.5.1 Agencies may define approval flow using groups of users instead of an individual user. If the agency uses a group of users then all users in the group will be notified if their approval is needed. Any of the users in the group may do the approving.

12.6 Address Manager

12.6.1 Agencies can maintain a list of all shipping locations.

12.7 Vendor Diversity/Qualification Definition

12.7.1 Vendor Diversity Qualifications that are important to the agency are defined using the administration tool.

12.7.2 Please see Vendor Diversity Goals section.

12.8 Agency Administration is a privilege and can thus be restricted to only certain users.

12.9 Agencies have the ability to organize users by departments.

12.9.1 Agencies can also assign users with permissions. Super users have access to all the information pertaining to the agencies account including sub-departments.

12.9.2 BidSync can modify permissions to allow agencies to set up user profiles by departments and sub departments. So the agency would have complete control over this process.

13.0 POTENTIAL TRAINING SETUP

13.1 Training Approach – Administrators and End Users

To initiate training, BidSync will need a list of all departments. Each department will be asked to provide BidSync with a list of end users, desired permissions for those users, and standard documents used in that departments bids. This information will allow BidSync to perform

preliminary work to load user lists and documents into the system prior to administrator training sessions. User spreadsheets are to include each user's name, contact information, and scope of work in order to determine the level of training needed. See example below.

	A	B	C	D	E	F	G	H	I	J	K
1											
2	First Name	Last Name	Phone #	Address Line	Address Line	City	State	Zip	E-mail Address	Department	Position
3											
4	Lisa	Parson	402-504-6621	67 Vine St		Paradise	Utah	84331	lparson@purchasing.g	Facilities	Senior Buyer
5	Trent	Smith	402-504-6624	67 Vine St	Bldg 12	Paradise	Utah	84331	tsmith@purchasing.go	Purchasing	Purchaser
6	Morgan	Kensingtor	402-504-6630	22 Round Ave	Suite 104	Paradise	Utah	84331	morgank@purchasing.	Transportatio	Administrator
7											

A kickoff meeting involving key personnel from BidSync and agency departments will be held at which time departments will have the opportunity to review their online list of users and documents. During the kickoff meetings, BidSync will also present a preliminary schedule for training groups who will be organized by common job duties and departments.

The initial week of training will be limited to administrators from each department. Trainings will be performed in 2 sessions at 4 hour lengths. The training will include all material regarding administration tools along with a comprehensive training on all aspects of the BidSync system. Administrator trainings will consist of smaller groups of up to 10 participants. These smaller groups are designed to allow personnel from each department to better communicate the needs and concerns from their respective departments. Any scheduling conflicts and concerns will be addressed at this time.

It is proposed that a team of 2 or more BidSync user trainers will be on-site to train groups of 15-20 end users in 2 sessions daily at 3 hour lengths. BidSync will send an invitation to each user with the date and time of their training session along with a training syllabus prior to commencing any training.

The 2, 3 hour sessions are intended to be a comprehensive training on all aspects of the BidSync system. Lab time will be set aside at the end of the day to give each user the opportunity to apply material covered in the classroom using the BidSync training site. BidSync recommends that there be a lab of internet accessible computers available to class participants immediately following their training session.

Groups of end users who do not require training on all aspects of the BidSync system will be scheduled for shorter training sessions which will be adapted to their specific job duties. These shorter sessions will allow a trainer to train multiple groups of users in a day, increasing the number of training sessions held each week.

After resolving any scheduling conflicts, an invitation will be sent to all users with the date and time of their training session. Department administrators will also be expected to stress the importance of attending their scheduled session and ask that all users be accountable for their attendance and communicate any conflicts as far in advance as possible. Training is based on a 5 day work week. However, if there is a number of absentees that justifies additional make-up sessions, they will be scheduled and held as needed on available Saturdays to ensure training is on-track for the completion date.

Once scheduling is in place and training begins, each department will be asked to submit additional information to BidSync, including delivery locations, internal approval work flow for bids, requisitions and purchase orders. They will also be asked for a list of qualifications or certifications they track, if applicable and bid types (RFP, RFQ etc) used within the department. Additional information may be required based on a department's needs or intended use of the BidSync system. This information will be input into the system by BidSync employees.

Assistant Trainers also referred to herein as Quality Assurance Trainers will work remotely throughout the training process. Assistant trainers will check lab work completed by end users to determine each participant's comprehension of material. Results found by the assistant trainers will be communicated to the on-site trainers daily, ensuring that classroom material adapts to the users' needs. These results will also be communicated to department administrators on a weekly basis along with steps taken by the trainers to increase the trainees' comprehension.

Assistant trainers will also send reminders to users one day prior to their scheduled training, reducing delay and interruption of the training sessions by addressing scheduling conflicts as they arise.
Administrators from each department will be updated weekly with a list of their users that have attended a training session in addition to a list of those scheduled for training in the upcoming week. Each department will be accountable for the attendance of their users on the dates previously scheduled. In a weekly meeting, trainers will address any scheduling issues that arise and establish with the department administrator what additional efforts will be made by both the trainer and the department to increase scheduled attendance.

It is proposed that weekly project status meetings be held with key personnel from the agency and BidSync each Friday to review progress and status of tasks, issues & work accomplished in the previous week and to discuss the schedule for the following week. These meetings will allow BidSync trainers and other key personnel to make any and all adjustments before training begins again Monday.

Project steering committee meetings will also be held monthly with executive staff and BidSync key personnel to review project status and accomplishments to date.

13.2 Training Approach – Suppliers

BidSync took measures to ensure the ease of use for the supplier community. Supplier training is rarely needed yet is available.
Representatives from BidSync's Vendor Support team will come on-site to give supplier presentations. A morning and afternoon presentation will be held each day of the mentioned week with no limit to the number of suppliers who can attend each presentation (unless space limits such attendance). All suppliers will be invited to attend a presentation which will include an introduction and training of the
BidSync vendor system. Suppliers will see how to register, setup their profile, locate bids, and go through the main steps in responding to a bid online. All suppliers will have ongoing phone and email access to the Vendor Support team.
At the end of the presentations, BidSync recommends that the agency provide an area of internet accessible computers at which suppliers may register. Representatives from BidSync will be available during this time to answer supplier questions and provide assistance as they register and setup their profile. BidSync Vendor Support will be available via phone or e-mail for those suppliers who wish to register at a later time. All suppliers will be given training material for additional reference.
With the agency's permission, BidSync will import vendor lists into the BidSync system. Once the supplier presentations are completed, BidSync will send an electronic notification to vendors not yet registered. The notification will include information regarding the agency's' transition to electronic bidding using BidSync and the steps to register.

13.3 Training Key Concerns and Recommendations

Scheduling variances and ensuring that users attend scheduled trainings with minimal rescheduling.
BidSync will allocate resources to send an initial schedule to all users with the date and time of their training and send e-mail reminders to users one day prior to their training. BidSync would ask that department administrators be involved in requiring their personnel to attend their scheduled training.
Information retention. By keeping the classroom sizes at an average of 15-20 users, trainers will be able to still maintain interaction with all users. Labs are also recommended to allow each user the opportunity to apply information covered in the training sessions with the trainer still available for questions.
Users' resistance to change. Trainers will track all questions & concerns that arise in the classroom.
Department managers and trainers will communicate all concerns brought to them in their weekly meetings and discuss solutions. It is recommended that department managers be highly involved in the participation and transition of all their personnel.

13.4 Training Courses – Course Details and Objectives

13.5 Agency Training:
Administrator Course

13.5.1 Description

13.5.1.1 This course covers all functions of the BidSync site needed to manage a department's bidding, purchasing, and reporting. Participants in this session will gain hands-on experience with the BidSync system and its functions. At the end of this course, administrators will have a better understanding of how the BidSync system will streamline the bidding and purchasing process, save time on reports, and manage supplier information and notifications.

13.5.2 Who Should Take This Course?

13.5.2.1 This course is designed for department administrators and key personnel that will be involved in overseeing a departments bidding and purchasing activity, user access, and account management.

13.5.3 Materials Needed

13.5.3.1 A classroom large enough to accommodate 5-10 participants and trainer. A projector and computer with internet access will also be needed. A lab with internet-accessible computers, allowing each participant to apply the material introduced in the training sessions is recommended for review and training quality assurance. User manuals and tutorials will be provided by BidSync.

13.5.4 Objectives

13.5.4.1 Review department information online
13.5.4.2 Create a bid
13.5.4.3 Send automatic notifications to vendors
13.5.4.4 Monitor bid activity
13.5.4.5 Share tabulation results quickly
13.5.4.6 Award bids
13.5.4.7 Create and track requisitions and purchase orders

13.5.5 Course Outline

13.5.5.1 **Session 1**

13.5.5.1.1 Introduction
13.5.5.1.2 Discuss Department Needs & Goals
13.5.5.1.3 End User Lists & Permissions
13.5.5.1.4 Review Standard Documents
13.5.5.1.5 Establish Requisition & Purchase Order Work flows
13.5.5.1.6 Create Needed Qualifications/Certifications
13.5.5.1.7 Administration: Tools

13.5.5.2 **Session 2**

13.5.5.2.1 Search: Using the system as a spec library
13.5.5.2.2 Bids: Creating a Bid
13.5.5.2.3 Bids: Releasing a Bid
13.5.5.2.4 Bids: Current
13.5.5.2.5 Bids: Tabulations
13.5.5.2.6 Bids: Awarding
13.5.5.2.7 Creating a Requisition
13.5.5.2.8 Creating a Purchase Order

13.5.6 Lab

Using the training site each administrator will edit a user's information, create a bid, and purchase order. All lab work will be reviewed by BidSync assistant trainers to ensure user comprehension.

End User Course

13.5.7 Description

This course covers all functions of the BidSync site needed to create bids, purchase orders, and manage vendor information. Participants in this session will gain hands-on experience with the BidSync system and its functions. At the end of this course, users will have a better understanding of how the BidSync system will streamline the bidding and purchasing process.

13.5.8 Who Should Take This Course?

This course is designed for all end users that will be involved in the bidding and purchasing process.

13.5.9 Materials Needed

A classroom large enough to accommodate 15-20 participants and trainer. A projector and computer with internet access will also be needed. A lab with internet-accessible computers, allowing each participant to apply the material introduced in the training sessions is recommended for review and training quality assurance. User manuals and tutorials will be provided by BidSync.

13.5.10 Objectives

13.5.10.1 Create a bid
13.5.10.2 Send automatic notifications to vendors
13.5.10.3 Monitor bid activity
13.5.10.4 Award bids
13.5.10.5 Share tabulation results quickly
13.5.10.6 Create/track requisitions and purchase orders

13.5.11 Course Outline

13.5.11.1 **Session 1**

13.5.11.1.1 Introduction
13.5.11.1.2 Search: Using the system as a spec library
13.5.11.1.3 Bids: Creating a Bid
13.5.11.1.4 Bids: Releasing a Bid

13.5.11.2 **Session 2**

13.5.11.2.1 Bids: Current
13.5.11.2.2 Bids: Tabulations
13.5.11.2.3 Bids: Awarding
13.5.11.2.4 Creating a Requisition
13.5.11.2.5 Creating a Purchase Order

13.5.12 Lab

Using the training site each user will create a bid and purchase order. All lab work will be reviewed by BidSync assistant trainers to ensure user comprehension.

13.5.13 Supplier Training:

Description

All suppliers will be invited to a presentation given by members of the BidSync Vendor Support team. Presentations will include an introduction to electronic bidding and the BidSync system in general. Attendees will see how to register, setup and manage their profile, locate and respond to bidding opportunities.

13.5.14 Materials Needed

A large venue with seating for many participants, projector, and computer with internet access will be needed. A lab with internet-accessible computers, allowing suppliers the opportunity to register and setup their profile with members of BidSync Vendor Support available to answer any questions will also be needed. BidSync will provide supplier tutorials to attendees.

13.5.15 Objectives
- 13.5.15.1 Register on BidSync
- 13.5.15.2 Setup company profile
- 13.5.15.3 Locate bidding opportunities
- 13.5.15.4 Respond to a bid
- 13.5.15.5 Edit your bid
- 13.5.15.6 Locate tabulation results

13.5.16 Outline
- 13.5.16.1 Introduction
- 13.5.16.2 Registration
- 13.5.16.3 Profile Setup: How to receive automatic bid notifications
- 13.5.16.4 Search: Locate bidding opportunities
- 13.5.16.5 Bids: Steps to respond to a bid and edit response
- 13.5.16.6 Tabulations: Find bid results posted online

13.5.17 Lab

Suppliers will have the opportunity to register and setup their profile immediately following the presentation. BidSync representatives will remain with suppliers to answer any questions and provide assistance as needed.

14.0 HELP FUNCTIONALITY AND HELP DESK FUNCTIONS/SUPPORT

14.1 Help functionality layout will consist of a popup screen with top navigation and search form, left navigation bar, and main content display screen. Help icons next to data elements, when clicked, pass the tag link to the help tool and display the matched help page. Searching navigation will include help pages that are parsed into the database for searching. The search form will be found on the top navigation of the help tool. Topics will be indexed alphabetically. Active dictionary items will also be included in this section.

14.2 All help files and training modules are available in the Tools section of BidSync. This file also includes a link to flash demos, a link to the BidSync training site, and a link to a glossary of terms. Help files are also accessible through the system, users can access these help files by click on a link that is identified with a question mark (?).

14.3 BidSync provides phone, email, and web-help Monday through Friday from 6:00 AM to 6:00 PM (MDT/MST).
- 14.3.1 Vendor Support = vendorsupport@rfpdepot.com 801-765-9245 extension 100
- 14.3.2 Agency Support = agencysupport@rfpdepot.com 800-990-9339 extension 200
- 14.3.3 Generic Support = support@rfpdepot.com 801-765-9245
- 14.3.4 After hours support = 801-636-5508

15.0 IMPLEMENTATION

15.1 BidSync provides a training system, show/demo system, and a live system. This will enable the agency to review all processes and aspects of the system prior to going live.

15.2 Easy 6 Step Implementation Process:
- 15.2.1 Gather department names and each department's user list and standard documents.
- 15.2.2 Train Department managers and key personnel.
- 15.2.3 Gather additional information, including but not limited to delivery locations, qualifications, and work flows.
- 15.2.4 Train End Users.
- 15.2.5 Hold Supplier presentations (if necessary).
- 15.2.6 Ensure that vendors and users have all needed resources to work from the BidSync system.

16.0 INTERNAL CUSTOMIZATION

Agency logo and images can be added to the BidSync system. Agency logo and images can be automatically populated to forms and documents. Current bids and past bids history can be automatically posted to agencies websites. In an attempt to maintain higher speeds and performance of the BidSync system, BidSync tries to abstain from loading too many images,

graphics, etc… to the system. This is specifically important for suppliers that are accessing the web with dial-up modems.

17.0 Data Integration to Contract Management and Accounting Systems

17.1 ERP/Accounting System Integration

17.1.1 The system has the ability to connect to an agency's ERP or accounting system. There are several points during the procurement process where integration can take place. Each agency can customize the level of integration desired.

17.1.2 There may be costs outside of BidSync that are associated with development of the integration pieces for any agency. We are thus unable to predict possible charges by the ERP software providers if they are required to make customizations.

17.1.3 Our integration platform requires the installation of a small software component at the agency's site.

17.1.4 This software component acts as a bridge between our system and the ERP system. All information used for integration purposes is encrypted.

17.1.5 The integration bridge can be installed on Windows, or UNIX servers, etc. and requires no monitoring or maintenance from the agency's technical staff. The integration bridge uses an innovative technology so that it only requires the ability to browse the Internet using HTTP – thus no changes need to be made to the agency's network or security policies. The bridge can browse directly or via a proxy.

17.1.6 The bridge uses encrypted XML internal to provide integration services. Agencies however, can be insulated from the XML exchange through a translator that is custom written by BidSync for each agency.

17.1.7 An alternate integration method is allowed in which the agency would provide integration on their side and would connect to BidSync through the HTTPS protocol. Through these transactions agencies could request data from the BidSync system that would be integrated into the Agencies system.

18.0 System Deployment

18.1 System Architecture

18.1.1 The system is provided entirely as a SaaS ("Software as a Service" also called an ASP) solution.

18.1.2 There is no third party software required to use the system.

18.1.3 Only an Internet-enabled computer and a web browser are required to access the system. BidSync supports system access via the follow Internet browsers: Microsoft Internet Explorer 6.0 and higher; Netscape 7.2, and higher; Mozilla Firefox 1.0, and higher; and Safari 1.0, and higher.

18.1.4 BidSync can accommodate any amount of procurement data associated with the following: business volume, blanket orders, contracts and amendments, purchasing documents etc.

18.1.5 BidSync provides interoperability with Microsoft Office 2000 Suite, and higher.

18.1.6 The system is a real-time bidding and purchasing system, created using multi-tiered software architecture with built-in redundancy and fail-over capabilities.

18.1.7 BidSync utilizes a preferences database driven system to turn on and off system components and to change the rules and behavior of the application for a given Agency. Using this system BidSync can leverage an extreme amount of system flexibility for each Agency.

18.1.8 The Oracle database conforms to ANSI standards.

18.1.9 BidSync can accommodate mass updates and deletes.

18.1.10 BidSync provides data import functionality to accept data from authorized external sources in the following formats: ASCII comma delimited, tab delimited, quotation delimited, CSV, and XML.

18.1.11 BidSync provides data export functionality to export data in the following formats: ASCII comma delimited, tab delimited, and quotation delimited; CSV; and XML.

18.1.12 BidSync provides interoperability with ERP solutions from leading software suppliers, including but not limited to: Oracle, SAP.

18.1.13 Data from the website is stored in an Oracle Database. Nightly database backups are sent back to our office for disaster recovery purposes.

18.1.14 BidSync uses Oracle performance tools to monitor the database for poorly performing queries, indexes, and tables. Using this information the given queries, indexes, and tables are adjusted so that they run at an optimum level.

18.1.15 We can guarantee up time of 99.9%, although our measured uptime for the last year (excluding scheduled downtime for upgrades) has been 99.977%. All scheduled major upgrades are performed between the hours of 11:00 PM and 3:00 AM Mountain Time.

18.2 Web Accessibility Standards

18.2.1.1 BidSync maintains the standards of the Web Accessibility Initiative created by the World Wide Web Consortium. These requirements include, but not limited to:

18.2.1.2 Providing a text equivalent for every non-text element (e.g., via "alt", "longdesc", or in element content).

18.2.1.3 Organizing documents so they may be read without style sheets. For example, when an HTML document is rendered without associated style sheets, it must still be possible to read the document.

18.2.1.4 Using the clearest and simplest language appropriate for a site's content.

19.0 Maintenance, Upgrades, and Data Management

19.1 System Architecture

19.1.1 The system is provided entirely as a SaaS (“Software as a Service” also called an ASP) solution.

19.1.2 There is no third party software required to use the system.

19.1.3 All upgrades and enhancements to the core BidSync system are provided to the agencies and vendors free of charge. System integration and development on new modules or modules that go above and beyond the core system that BidSync offers will be negotiated and billed to the requesting agency on a per request basis.

19.1.4 Upgrades are released as often as necessary. Agencies will receive a 7-day advance notice of the upcoming enhancements or changes. Agencies will also receive a complete training packet of all the new enhancements or changes made to the BidSync system.

19.1.5 Only an internet-enabled computer and a web browser are required to access the system.

19.1.6 The system is a real-time bidding and purchasing system, created using multi-tiered software architecture with built-in redundancy and fail-over capabilities.

19.1.7 Data from the website is stored in an Oracle Database. Nightly database backups are sent back to our office for disaster recovery purposes.

19.1.8 The collocation is accessible by BidSync 24x7 365 days a year. The system is secured in a locked cabinet in the Data Center server room while access into server room is secured by Biometric and Proxy Card with video surveillance. Only IT Director and President of BidSync have physical access to data center server room.

19.1.9 We can guarantee up time of 99.9%, although our measured uptime for the last year (excluding scheduled downtime for upgrades) has been 99.977%. All scheduled major upgrades are performed between the hours of 11:00 PM and 3:00 AM Mountain Time.

19.1.10 Our production system is monitored 24x7 by a host, service and network monitoring program with 197 different types of checks taking place every minute. Any problems are reported by text message and email to two different cell phones carried and monitored 24x7.

19.1.11 All of our production systems use hot spare, RAID mirrored hard drives which allow for drive failures without losing data or causing downtime. Our main systems are warranted by a 4 hour on-site parts replacement warranty. What this means is if in case of hard drive failure a hot spare immediately takes the place of failed disk and within 4 hours a technician is on site replacing failed hard drive. All the while access to the website is never disturbed.

19.1.12 Data conversion/management will include cleaning and validation, preview, statistics, a training database, and auditing.

19.1.13 Data will be cleaned and validated at row and field level, based on system requirements and business rules.

19.1.14 Cleaned and validated data will be output as XML. XML will be reviewed for accuracy and reported for review and acceptance.

19.1.15 Statistics including valid rows, duplicates found, and field errors will be used to evaluate quality, to find error patterns, and make improvements.

19.1.16 Training database preview will be organized by users.

19.1.17 Data can be audited for batch updates and archiving.

19.1.18 Standard escalation procedures include:

19.1.18.1 Customer-requested enhancements are handled on a case-by-case basis. If the request is a simple programming process, usually the enhancement or change will be implemented within a 24-hour period. If the request requires in-depth programming, the requesting agency will be given a time frame in which BidSync will be able to implement the requested enhancement or change. If the enhancement is not feasible, then BidSync will retain the request in our project tracker for future development.

19.1.18.2 Functionality problems reported to BidSync are of the highest priority for the BidSync Agency Support, Vendor Support, and Programming Teams. BidSync strives to provide solutions within 1 to 3 hours. In the event that a circumstance arises that cannot be immediately resolved, BidSync will provide a diagnosis update within 24 hours and will strive to have the problem resolved within 48 hours.

19.1.18.3 Evaluation by management and the programming team within 1 business workday or sooner.

19.1.18.4 Communication and discussion between BidSync and organization as needed.

19.1.18.5 Assignment made and resolved within appropriate time frame depending on urgency of problem, discussions with organization, and complexity of resolution.

20.0 Project management/Issue Resolution System includes:

Project management/Issue Resolution System includes:

Feature	*Description*
Project Search	Search for projects based on project id, title search, folder, status, resolution date range, or milestones.
Project Fields	

Field	*Description*
Title	Title of the project.
Folder	Folder that the project belongs to.
Organizations	Project or issue may be for specific organizations.
Milestones	Project may be identified as a milestone.
Description	Description that makes sense to organizations.
Resolution Action	Include will resolve, need to discuss, will not resolve, already resolved.
Resolution Plan	The resolution plan is broken up into plan items. Each item has a low and high workday estimate.
Internal Description	Description that makes sense to programmers and management.
Priority	Priority include low, medium, high, or urgent.
Assigned To	Individual responsible for resolution
Tested By	Individual responsible for testing
Release Tag	Internal field for which release a given project belongs to if part of a release.
Status	Current (open/pending, under investigation), Canceled, and Released (resolved)
Related	Optional projected of related project.
Notes	Internal notes for programmers and management
Attachments	Supporting documents such as email request.
Target Date	Goal/Targeted date for resolution.
Projected Date	Projected date for resolution based on development progress report (DPR).
Resolution Date	Date that the project was completed
Progress Flags	Includes the flags of completed and tested.

Development Progress Reports (DPR)	Programmers may create a DPR of all projects currently being worked on. Plan items may be created or modified on the report. Workdays are added up, days are added or subtracted for factors including working extra hours, interruption factor, adding in weekends, and adding testing days for an overall low and high projected calendar date. Average between low and high projected date becomes the projected date for related projects.

Reporting	Project search used for finding projects assigned to an organization. Search results used to generate reports in HTML, PDF, Excel, CSV, XML or other needed formats.
Notification	Saved project searches used as a notification on a weekly or monthly basis. The notification may be HTML or plan text.

21.0 System and Physical Site Security

21.1 All sensitive data for sealed bids is encrypted from the time it leaves the vendor's computer. A secure connection using SSL encrypts the communication from the browser to our secure web server. Our server certificate is a 128-bit GlobalID provided by GoDaddy. This GlobalID uses a technology called server-gated cryptography to ensure the highest level of encryption possible between the browser and the server. Our system then encrypts the data as it leaves the web server and stores it encrypted in the database. We use the highest level of encryption dictated by Federal guidelines – the AES algorithm.

21.2 Sensitive sealed bid data never travels any network in clear text until bid opening time. Our servers are constantly synchronizing their time with the atomic clock signal.

21.3 BidSync supports HTTPS and SSL 3.0 for secure web sessions.

21.4 BidSync uses SSH, VPN, for secure file transfers.

21.5 Only users with the right to open sealed bids are allowed to unlock the sealed bid.

21.6 BidSync enforces security administration through the use of privileges. To simply the use of the system instead of directly giving users specific privileges an administrator can create a privilege role.

21.7 The privilege role is given a name and a specific set of privileges that pertain to the role. Once defined the administrator can assign privileges to a user by assigning the user defined privilege roles.

21.8 For a given agency BidSync allows user passwords to expire after a customizable period of days.

21.9 Once the password expires users will be forced to change their password at login.

21.10 BidSync allows for the notification of users suggesting that they should change their password. This notification is sent after a customizable number of days since the user last changed their password.

21.11 If there are 5 consecutive unsuccessful login attempts for a given user name within the period of 1 hour then that user name is locked for 10 minutes before another login attempt for that user name can be tried.

21.12 Users are automatically logged out of the system when they close their browser window. Also after 12 hours of account inactivity their session will also expire. The amount of time before auto logout is customizable.

21.13 BidSync can provide reports of user activity such as login dates, IP-address used during a given session, BidSync access trail detailing each action that the user performed on the system and when it was performed.

21.14 BidSync allows for agencies to create users that each have a unique user name, user defined password, and agency defined privileges as to what the user can access. Once defined users can login to the BidSync system via the Internet. Help functions are specific to the application the user is using.

21.15 Our physical security policies restrict access to our computer room thus increasing security of sealed bid data. The collocation is accessible by BidSync 24x7 365 days a year. The system is secured in a locked cabinet in the Data Center server room while access into server room is secured by Biometric and Proxy Card along with video surveillance. Only IT Director and President of BidSync have physical access to data center server room.

21.16 System backups are conducted daily to an offsite location.

22.0 Backup and Recovery

22.1 Data from the website is stored in an Oracle Database. Nightly database backups are sent back to our office for disaster recovery purposes.

22.2 We can guarantee up time of 99.9%, although our measured uptime for the last year (excluding scheduled downtime for upgrades) has been 99.977%. All scheduled major upgrades are performed between the hours of 11:00 PM and 3:00 AM Mountain Time.

22.3 Our physical security policies restrict access to our computer room thus increasing security of sealed bid data. The collocation is accessible by BidSync 24x7 365 days a year. The system is secured in a locked cabinet in the Data Center server room while access into server room is secured by Biometric and Proxy Card along with video surveillance. Only IT Director and President of BidSync have physical access to data center server room.

23.0 Cost Reimbursement

23.1 Procurement costs are service fees. For those agencies who charge their departments to process bids for them, proposed service fee characteristics are outlined below:

Characteristic	*Description*
Transaction Type	Transaction type fee that applies such as a requisition, bid, or PO.
Event Type	The event such as going out to bid, advertising, or manual fee.
Fee Type	Fixed flat amount, percentage, or combination of flat amount and percentage.
Receiving Entity	Entity receiving payment including departments, cost centers, specific users, or other entities. Business rules and/or transaction characteristics may be applied to identity receiving entity.
Paying Entity	Entity responsible for payment including departments, users, cost centers, or other entities. Business rules and/or transaction characteristics may be applied to identify the paying entity.
Business Rules	Business rules may be applied to auto generate service fees based on characteristics of the transaction and event or they may be added manually.
Status	Status include pending (payment not determined), unpaid, partially paid, paid, and canceled.

23.1.1 Steps for service fees are described with an example below:

Step	*Example*
Fee assignment	The Hardware and Supplies Distribution Services Department (HSDSD) needs a requisition for new supplies, but the contract is outdated so the requisition needs to go out to bid. When the requisition goes out to bid, the standard procuring fee of $50.00 is applied to the bid transaction with the paying entity being HSDSD and the receiving entity being the Purchasing Department.
Fee Status Reporting	Both HSDSD and Purchasing pull up status reports for service fees.
Invoicing	HSDSD chooses to not pay the fee immediately, but instead waits for the invoice to come in.
Payment	HSDSD uses a given budget code to pay the service fee. After HSDSD pays the invoice, the service fee is in a status of paid.
Modification	The receiving entity realizes that there was more cost involved with the bid transaction and modifies the service fee to include the extra costs. The service fee goes back in a status of partially paid. Note that Purchasing could have added the additional cost by manually adding a new service fee instead of modifying the current fee.
Payment	HSDSD decides to mark the fee as paid by self and drops off a check to Purchasing instead of using a budget.

24.0 Business Intelligence/“What-if” analysis

Proposed solution for defining a goal and using the following step to accomplish “what-if” analysis:

Step	*Description*	*Example*
Goal	Goal to be reached.	We need 100 miles of new highway built. "What-if" we procure 100 miles of new highway?
Process/Analysis Factors	Factors involved to reach the goal.	Bid drafting and specification, budget approval, qualifying vendors, bid advertisement, bid process, awarding, contracts, purchase order, purchase order workflow, and order fulfillment.
Case Studies	What relevant case studies can be found?	Over the last ten years there were seven similar cases of goals and supporting analysis factors.
Statistics	Average the time and costs (including service fees) from case studies selected and each analysis factor involved.	
Goal Result	Time and costs involved to reach goal.	It costs $14250 and 485 days to build 100 miles of new highway. This is based on a process of ten defined factors and seven case studies.

Factor	*AVE Cost*	*AVE Time*
Bid Drafting	10000	60 days
Budget Approval	50	14 days
Qualifying Vendors	1000	7 days
Bid Advertisement	500	
Bid Process	1000	90 days
Awarding	500	120 days
Contracts	50	
Purchase Order	50	
Order Workflow	100	14 days
Order Fulfillment	1000	180 days
Total	**14250**	**485 days**

Applications of "what-if" analysis:

Function	*Description*
Reports	Report the performance of past goals and discover bottlenecks in a given process
Forecasting	The goal and results may be used to forecast future performance in terms of *N*x of the original goal. For example, "what-if" 1x of the original goal is needed? "What-if" 2x or 1/2x of the original goal is needed? Some factors don't scale proportionally. Users may override the time and/or costs for known analysis factors for a more accurate forecast.

24.1 Canned "what-if" analysis reporting is possible by creating a process chain "what-if" analysis report. Steps are outlined below for creating a canned "what-if" analysis report:

24.1.1 User creates a "what-if" analysis report and gives it a name and a goal description.

24.1.2 User searches for transactions (bids, requisitions, purchase orders) that model the process and analysis factors. These transactions are linked together into a process chain. Note that only transactions that implement the "what-if" interface (time and costs) may be used.

24.1.3 The system will search for similar case studies (process chains) based on the characteristics of each analysis factor and will generate statistics of average costs and time involved to reach the goal.

24.1.4 Reporting of past performance and forecasting future performance is now possible with the canned "what-if" analysis report.

24.1.5 Modifying the goal is possible by forecasting Nx of the original goal such as 1/2x the goal, or 2x the goal etc. As described earlier, the user may override the time and cost for analysis factors that don't scale proportionally to the adjusted goal.

25.0 KPIs and Scorecards

Proposed solution for key performance indicators. Description:

Feature	***Description***
Transaction Type	Type of transaction such as a Purchase Requisition or a Purchase Order.
Event Type	KPI event such as order fulfillment or customer payment of service fees.
Characteristics, Business Rules	Characteristics and business rules about the transaction and event that must be present in order for use with the KPI. This field is optional and is often used with automated KPIs.
Scoring Entity	The scoring entity for a given KPI including users, users with specific permissions, a department, or any other entity defined by business rules.
Source Entity	The entity that is being scored such as a supplier.
Scorecard	Scorecards contain items that are rated against the source entity by the scoring entity. Scorecards have the following fields:

Field	***Description***
Instructions	Instructions for scoring.
Scorecard Items	Scorecard items have the following fields:
Comments	Comments from the scoring entity.
Attachments	Header documents involved.
Date	Date of scoring
Scoring User	User performing the scoring.

Tolerance Level	KPIs may have assigned tolerance levels. Characteristics of tolerance levels:

Feature	***Description***
Title	Tolerance level title
Description	Meaning of tolerance level
Tag	Tag for the level for easy searching/reporting.
Threshold	If the overall score falls below the threshold, the KPI will be tagged with the tolerance level tag.

<table>
<tr><td>Tolerance Mode</td><td>
<table>
<tr><th>Mode</th><th>Description</th></tr>
<tr><td>Single</td><td>KPI tagged with most severe tolerance level reached, if any.</td></tr>
<tr><td>Multi</td><td>KPI tagged with all tolerance levels reached, if any.</td></tr>
</table>
</td></tr>
<tr><td>Automated Scoring</td><td>KPIs may be automated based on characteristics of transactions and business rules. For example suppliers may be tagged as LATE FULFILLMENT that doesn't fulfill a purchase order within 50 days of supplier notification for product code X.

The automated KPI would look as follows:
<table>
<tr><th>KPI Field</th><th>Example</th></tr>
<tr><td>Transaction Type</td><td>Purchase Order</td></tr>
<tr><td>Event Type</td><td>Supplier notification for order fulfillment.</td></tr>
<tr><td>Characteristics</td><td>Order must have product code X.</td></tr>
<tr><td>Scoring Entity</td><td>System</td></tr>
<tr><td>Source Entity</td><td>Supplier</td></tr>
<tr><td>Scorecard</td><td></td></tr>
<tr><td>Tolerance Level</td><td></td></tr>
<tr><td>Tolerance Mode</td><td>Single</td></tr>
</table>
KPIs are transactions and can have KPIs defined for them. With the above example, suppliers that have more than 10 LATE FULFILLMENT tags over a given year may be tagged as SEVERE LATE FULFILLMENT or may even be auto suspended by the system or placed on hold etc.</td></tr>
</table>

Tools and applications of KPIs are described below:

Tool/Application	*Description*
Searching	Searching based on transaction type, event type, date ranges, and tolerance level tags.
Reporting/Statistics	Search viewed or downloaded as a report in HTML, PDF, Excel, CSV, XML, or other needed formats.
Tolerance Action	Tolerance actions may be configured for a given KPI and tolerance level tags. These actions are based on business rules. Examples of actions include but are not limited to: notifications, blocking, suspension, permission removal, process kickoff, daily, weekly, or monthly reports, and other appropriate actions for a given KPI and tolerance level.
What-if	KPIs are transactions and may tied into a "what-if" process. The KPI must score time and costs for "what-if" analysis.
Control of commitments	KPIs may be created for various transactions involving commitments. Tolerance levels may be assigned and tolerance actions defined for commitment control based on business rules.
Encumbrances	KPIs may be created for various transactions involving encumbrance. Tolerance levels may be assigned and tolerance actions defined to monitor encumbrance performance.
Expenditures against a budget	KPIs may be created for expenditures and the entities involved with those expenditures. Expenditure breakdown may be at either the spending entity level or may be based on budget codes. Tolerance levels and tags may be assigned to evaluate expenditures against the allotted budget and tolerance actions may be implemented to notify, warn, or take other appropriate actions as tolerance levels are reached and according to business rules, characteristics, and related budgets.

26.0 Bid Flow Chart

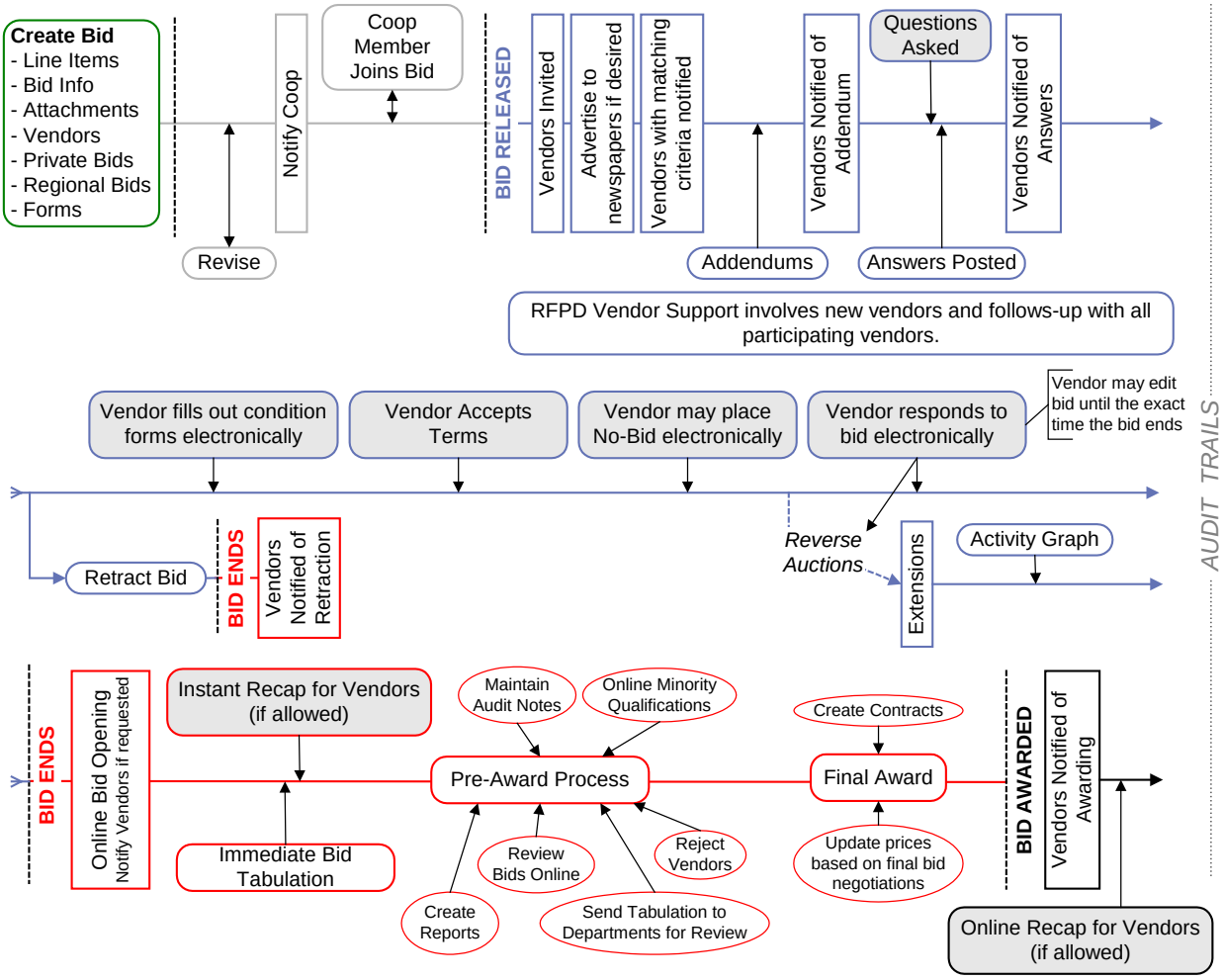

EXHIBIT B-1
SCOPE OF SERVICES

1.0 The System, as defined in Section 1 of the Contract, shall perform all competitive and other procurement processes, such as, but not limited to: Request for Quotes, Request for Qualifications, Reverse Auctions, Quick Quotes, Invitations to Bids, Invitations to Negotiate, Request for Proposals, Request for Information and Cooperative Bids on-line. At a minimum, the System shall provide all services and applications described in "Exhibit B" excluding section 9.1.4.

1.1 The System shall notify all vendors in designated commodity codes of the release of a competitive solicitation and any corresponding addenda automatically by an email or fax and shall track and keep receipts of each notification sent.

1.2 The System shall allow Maricopa County to add vendors per solicitation.

1.3 The System shall allow Maricopa County to create tabulations of bids automatically.

1.4 Contractor shall cooperate with and assist vendors currently registered with Maricopa County, so that such vendors may use the System and maintain vendor information on the System. Contractor shall cooperate with and assist Maricopa County, as needed, in maintaining and updating vendor information on the System.

1.5 The System shall allow vendors interested in doing business with Maricopa County, to register and update their information on-line.

1.6 Maricopa County shall have the opportunity to contact, rely on, and cooperate with the BidSync Vendor Support Team. The Contractor shall be responsible for loading new vendors into the BidSync system for Maricopa County. In addition, Contractor shall perform all System maintenance, support and troubleshooting described in this Scope of Services and in "Exhibit B" excluding sections 9.1.4.

1.7 The System shall provide a reporting tool that will generate detailed reports automatically from bid specific information. Such reports shall include all information reasonably requested by Maricopa County. The Contractor shall cooperate with Maricopa County in preparing custom reports as part of the System Support Services, i.e., at no additional charge.

1.8 Contractor shall offer System integration and the requisitioning system (including workflow, purchase order and warehouse inventory applications) for an additional fee see section 2.1 Attachment A.

1.9 Contractor shall make a good faith effort to ensure that 's public bids shall be accessible to anyone, 24 hours, 7 days a week.

1.10 Contractor shall ensure that all data provided to Contractor by Maricopa County for the purpose of accessing and using the System shall be backed up and secured using Industry Best Practices and Procedures. All of Maricopa County backed up data shall be delivered not less than monthly, on a CD-Rom. Contractor shall ensure the completeness, accuracy and integrity of all backed up System data. Such backed up data shall include, at a minimum, details regarding all on-line procurement activity (including all bids, quotes, proposals, etc. entered into the System by) and preferred vendor information for all commodities.

2.0 <u>System Maintenance and Support Services</u>

2.1 Contractor shall ensure that only properly trained Contractor technicians or other qualified personnel perform the System Support Services, as defined below. The System Support Services shall be sufficient to enable the System to perform in accordance with this Scope of Services and all representations, warranties and specifications provided to Maricopa County by Contractor in

connection with this Contract, and any amendments or addenda thereto that may be issued from time to time.

2.2 System Support. Contractor shall provide Maricopa County with the System support services set forth below (the "System Support Services") as part of the System Use Fee:

2.3 Telephone Support. Contractor technicians shall provide unlimited telephone support (which shall mean assisting Maricopa County in diagnosing and correcting program errors and malfunctions) by means of a toll-free support line, which Maricopa County may use during business hours (7:00 a.m.-7:00 p.m., Central, Monday through Friday). Telephone support shall include without limitation (i) answering questions concerning use of the System; and (ii) assisting Maricopa County personnel in diagnosing and solving reported problems, even if those problems are unknown in origin or involve hardware or third party operating system or other software products.

2.4 Web Access. Contractor shall provide additional technical assistance in the form of access to Contractor's Web site and online bulletins, all of which shall be maintained by Contractor and available to Maricopa County, at a minimum during business hours.

2.5 Response Time. Contractor shall provide a response to a telephone support within two hours the same day on which it receives the call when the call is placed during business hours. When an emergency call is placed, where critical operations have ceased, a return call shall be made within one (1) hour. When a telephone support call is placed during Maricopa County non-business hours, Contractor shall provide a response no later than 1:00 p.m., Central Time on the next business day.

2.6 Diagnostics. Contractor shall perform remote diagnostics monthly or on such other schedule as Contractor deems appropriate based on reported problems.

2.7 Problem Resolution Criteria and Timelines. Where Maricopa County reports program errors or malfunctions in the System, or where the System does not conform substantially to the Performance and Availability levels specified below, or to any other specifications set forth in this Scope of Services, Contractor shall correct the identified errors or modify the System to conform to the specifications according to the impact level criteria set forth below.

2.7.1 Critical Impact. If a System problem resulting from program errors or malfunctions has a critical business impact, defined as a complete loss of use of the System such that personnel not reasonably continue to work, Contractor shall respond immediately, and shall provide a temporary solution through a workaround within one (1) hour and continue such efforts until the problem is fixed, patched or a suitable workaround is provided or until the County agrees that the problem has been reduced to a lower impact level. When a problem has a critical business impact, Contractor shall provide a permanent correction of the problem within five (5) days after telephone notification of the problem and its impact level.

2.7.2 Significant Business Impact. If a System problem resulting from program errors or malfunctions has a significant business impact, defined as a significant loss of use of the System or degradation of such use, Contractor shall respond within fifteen (15) minutes, and shall provide a temporary solution through a workaround for within four (4) hours and shall continue such efforts until the problem is fixed, patched or a suitable workaround is provided or until the County agrees that the problem has been reduced to a lower impact level. When a problem has a significant business impact, Contractor shall provide a permanent correction of the problem within ten (10) days after notification of the problem and its impact level.

2.7.3 Minimal Business Impact. If a System problem resulting from program errors or malfunctions has a minimal business impact, defined as 's ability to continue work with only minor impediments or loss of use of the System, Contractor shall respond within four (4) hours and shall provide a permanent correction in its next release of a System upgrade or enhancement within twenty (20) days.

2.7.4 As part of the System Support Services, Contractor shall provide, at a mutually convenient time within thirty (30) days of Maricopa County, request for training, unlimited training of Maricopa County, personnel (the "Training") on System access, use and operation. **In addition to training BIDSYNC shall provide free access to all pertinent online documentation for systems use and administration etc…]**

3.0 Performance and Availability

3.1 Contractor shall provide page-loading time to Maricopa County, users (measured at the web server) in accordance with "Exhibit B". Page loading performance is measured by opening respective pages through a browser at a web server located at the site hosting the pages.

3.2 Contractor shall provide up-time and availability of the System in accordance with "Exhibit B". The service level is measured monthly. The following is not included in Contractor's up-time and availability computation:

3.3 Scheduled and planned System outages for the purpose of providing the System Support Services. All outages are scheduled with a minimum of 72 hours advance notice to Maricopa County and shall occur only during non-peak hours unless otherwise agreed by the parties. If less than 72 hours notice is provided or Maricopa County does not approve the upgrade or maintenance period (provided such approval is not unreasonably withheld), it is considered down-time for the purpose of this Agreement. Upon receipt of Maricopa County approval, Contractor notifies all offices and departments for which applications are implemented of all scheduled and planned outages.

3.4 A Maricopa County office or department may at its own discretion request an outage with respect to the System as implemented for that office or department, which is not considered down-time for the purpose of this Contract.

3.5 Any system or component that is not owned, controlled or contracted by Contractor that fails and results in an outage is not down-time for the purpose of this Contract, unless the use of the failure n be shown to have been a result of Contractor's negligence or malfeasance.

3.6 Any time the system does not meet the up-time requirement on a monthly bases the contractor shall be accessed a day for day penalty (down one day penalized one day).

3.7 Any time the system does not meet the up-time requirement on a monthly bases and the downtime exceeds one week the contractor shall be penalized one month of fees).

4.0 Upgrades and Enhancements

4.1 Contractor shall provide all upgrades and enhancements as defined herein, throughout the life of the contract as they become available. These upgrades and enhancements shall be at no additional charge. Major upgrades shall be implemented yearly on the contracts annual anniversary or as requested by the County.

4.2 For purposes of this Contract, the terms "upgrades" and "enhancements" shall include without limitation any and all releases that have the following functions and purposes: (i) implementing correction of System (or component application) errors or malfunctions; (ii) adding new System features, functions and performance capabilities, including modification designed to meet federal, state and legally mandated requirements; and (iii) changing the intellectual property contained in the programs.

4.3 Contractor shall provide to any documentation describing the functions, features and performance capabilities that have been modified by the upgrade or enhancement, and shall give adequate notice of the availability of each upgrade or enhancement by email within five (5) days of its publication, or as soon as practical thereafter.

5.0 Additional Services

5.1 Contractor shall perform the additional services set forth below (the "Additional Services") according to the hourly rates specified (see Attachment A 3.0). Upon Contractor's receipt of a written request from Maricopa County, for any Additional Service and acceptance of such request by the Contractor, the Contractor shall provide a written quotation, at no cost to Maricopa County, of the type of Additional Service requested and the time required to complete the same. Upon receiving Maricopa County's written approval to proceed with the Additional Service, Contractor shall perform the Additional Service at a time mutually agreed upon by Contractor and Maricopa County.

5.2 Should Maricopa County, request System "integration" services from Contractor to facilitate integration and/or expansion of the System with other departments, such integration and/or expansion shall be considered, and billed as, one or more of the Additional Services listed above. For any such request, Maricopa County and Contractor shall follow the procedures described in the foregoing paragraph.

6.0 Communication System Only Disclaimer – Maricopa County acknowledges that Contractor's website merely provides the communication system and means to allow Maricopa County to perform the solicitation and procurement services described in this Contract. Contractor is not involved in the actual transaction between Vendors and Buyers. As a result, Contractor does not verify or have any control over the quality, safety or legality of the items sought or offered, the identity of each Vendor, the truth or accuracy of bid information submitted by Vendors, quotations, or statements made, or the ability of Vendor to sell or deliver products or services. Contractor advises Maricopa County, to use caution, common sense, and practice safe trading when using the system. Contractor does not ensure that a Vendor will actually complete a transaction.

EXHIBIT B-2
Maricopa County BidSync Project Plan

Implementation Timeline

The following is based off a start date of December 16. It is anticipated that some work may be completed before the holiday break but a majority of the work will begin January 4, 2010. Time lines as well depend on the amount of information to be collected from the County to be imported, set up, etc. Time lines are based on business days (excluding national holidays). All times are estimated and depends upon County Department availability and resources available. It is anticipated that from contract signing to full implementation will take place in approximately 7 weeks. This time may vary depending on the speed to which BidSync is able to acquire the necessary set up information from the County and the number of users to be trained. Once a list of users is created, BidSync will be able to set a firm "go-live" date for the County. At this time BidSync will strive for the County to go live Feb. 1.

1. Hold the Kick off Meeting(s) within 3 weeks of contract signing.
2. BidSync begins potential system customizations within 2 weeks of the Kick off Meeting where the necessary information to do so has been gathered.*
3. County users shall submit completed survey's as part of cultural management strategy within 1 week of contract signing.
4. Report analysis results of survey questions to County Account Manager to define which cultural management strategy they would like to implement within 1 week of receiving the results from those surveyed.
5. County shall submit names of all County departments involved, department buyer and end user names, contact information, roles, desired permissions, and standard documents per County department within 2 weeks of the Kick off Meeting(s).
6. County shall submit their vendor lists for import within 2 weeks of the Kick off Meeting(s).
7. BidSync imports names of all County departments involved, department buyer and end user names, contact information, roles, desired permissions, standard documents, and vendor lists within 2 weeks of receiving them.
8. County shall submit department delivery locations, internal work flow, and vendor qualifications within 1 week of submitting the items from number 6 of the "Deliverables and Training Time Lines".
9. BidSync imports department delivery locations, internal work flow, and vendor qualifications within 1 week of receiving them.
10. Ensure that all County users have all needed resources (User Guide) to work in the BidSync system prior to training.
11. Train department administrators and key personnel within 1 week of completing all aspects found in numbers 1-9 above of the "Deliverables and Training Time Lines."
12. Train buyers and end users within 1 week of training department administrators and key personnel.

* - Completion time frame for customizations is dependent on the level of customization desired by the County. At this time there are no customizations needed except for the reporting feature to capture vendor Federal Identification Number which is included in the agreement.

The BidSync Implementation Plan outlines the level of County resources and support necessary for the project with anticipated hours and time lines.

At the County's request, the overall progress of the Implementation Plan will be tracked through the use of Microsoft Project; thus being accessible by the County to verify progress.

The following is a detailed description of the timelines and deliverables necessary for implementation:

Deliverables

Task No.	Task/Deliverable	Expected Time Involved (hours) Depends on County availability	Depends On	Who is Involved
Initiate Implementation				
1.	Kick-off Meeting(s) with all County department heads involved in project ● Introduce BidSync Account Manager and key team members ● Delineate required information needed from County to properly migrate supplier data, buyer, administrator, and user data, etc. ● Other agenda items.	8h		BidSync Account Manager, County Account Manager, County Department Administrators (including IT)
2.	Disperse survey questions to be asked of all potential system users as part of cultural management strategy	1h	1	BidSync Trainers
3.	Receive and analyze survey questions as part of cultural management strategy	6h	2	BidSync Account Manager, BidSync Trainers
4.	Report analysis results of survey questions to County Account Manager to define which cultural management strategy they would like to implement	2h	2,3	BidSync Account Manager, County Account Manager, County Department Administrators
Department Information				
5.	Submit names of all County departments involved and vendor lists	4h		County Department Administrators
6.	Submit department end user names, contact information, roles, and desired permissions	4h		County Department Administrators
7.	Submit standard documents per department	6h		County Department Administrators
8.	Submit department delivery locations, internal work flow, and vendor qualifications	6h		County Department Administrators
9.	Import each department, import users, establish permissions	10h	5,6	BidSync Trainers, BidSync Programming Team
10.	Import standard documents, delivery locations, internal work flow, and vendor qualifications	10h	7	BidSync Trainers, BidSync Programming Team
Train Department Administration				
11.	Review imported user lists, permissions, documents, delivery locations, work flows, etc.	2h	9,10	County Department Administrators
12.	Modify or correct users & documents	8h	11	BidSync Trainers
13.	Administrator training	8h	9-12	BidSync Trainers, County Department Administrators
Acceptance Testing				
14.	As part of training, the department heads will be provided a list of the RFP requirements and a login to then login and test the required features with BidSync representatives on hand.	2h	5-13	BidSync Trainers, County Department Administrators
15.	Adjust system if any aspects fail Acceptance Testing	?h	14	BidSync Trainers, BidSync Programming Team

Scheduling				
16.	Create administrator, buyer, and end user training schedule	8h	6	BidSync Trainers
17.	Review training schedule & identify scheduling conflicts	2h	16	County Account Manager, County Department Administrators
18.	Modify training schedules if needed		16	BidSync Trainers
19.	Send final training schedule to trainees	1h	6	BidSync Trainers
20.	Send daily reminders of scheduled trainings	1h	6	BidSync Trainers
21.	Email BidSync User Guides to all users	2h	6	BidSync Trainers
Buyer & End User Training				
22.	Hold daily buyer and end user training sessions	6h	5-15	BidSync Trainers, County Buyers and End-Users
23.	Hold daily buyer and end user training lab sessions	2h	22	BidSync Trainers, County Buyers and End-Users
24.	Track daily attendance	1h	22,23	BidSync Trainers, BidSync Assistant Trainers
Evaluate Progress				
25.	Weekly project status meetings	2h		BidSync Account Manager, County Account Manager, County Department Administrators
26.	Report weekly attendance to County Account Manager	1h	24	BidSync Account Manager
27.	Report scheduled training sessions for upcoming week to County Account Manager for tracking	1h	16	BidSync Account Manager
Supplier Transition				
28.	Send vendor welcome letter (transition notification)	1h	5	BidSync Vendor Support Manager, BidSync Assistant Vendor Support Manager

Training Plan

See “Deliverables and Training Time Lines” above for time lines for training activities

To initiate training, BidSync will need a list of all County departments planning on using the system and the names and contact information for their administrators. Each department will be asked to provide BidSync with a list of buyers and end users, their contact information, roles, desired permissions and standard documents. This information will allow BidSync to perform preliminary work to convert user lists and documents into an electronic format prior to administrator training sessions. User lists, submitted in spreadsheet format, and standard documents will be collected from each department. User spreadsheets are to include each user's first and last name, phone and email address, physical office address, department, and role or scope of work in order to determine the level of training needed. See example spreadsheet below. The County will as well provide BidSync a list of its vendors in order to inform them of the County's intentions of utilizing BidSync to conduct online bidding and for them to be notified automatically about bids that may be of interest to them.

	A	B	C	D	E	F	G	H	I	J	K
1											
2	First Name	Last Name	Phone #	Address Line	Address Line	City	State	Zip	E-mail Address	Department	Position
3											
4	Lisa	Parson	402-504-6621	67 Vine St		Paradise	Utah	84331	lparson@purchasing.g	Facilities	Senior Buyer
5	Trent	Smith	402-504-6624	67 Vine St	Bldg 12	Paradise	Utah	84331	tsmith@purchasing.go	Purchasing	Purchaser
6	Morgan	Kensingto	402-504-6630	22 Round Ave	Suite 104	Paradise	Utah	84331	morgank@purchasing.	Transportatio	Administrator
7											

A kickoff meeting involving stakeholders, key personnel from BidSync, and County departments will be formulated. During the kickoff meetings, BidSync will present a preliminary schedule for training groups who will be organized by common job duties and departments.

The initial training will be limited to administrators from each department. These trainings will be in 2, 4 hour sessions with no less than 2 BidSync trainers on-site. The training will include all material regarding administration tools along with a comprehensive training on all aspects of the BidSync system. Part of the initial training will include Acceptance Testing. Administrator trainings will consist of smaller groups of up to 10 participants. These smaller groups are designed to allow personnel from each department to better communicate the needs and concerns from their respective departments. Any scheduling conflicts and concerns will be addressed at this time as well.

In order to train buyers and other end users, a team of no less than 2 BidSync trainers will be on-site to train groups of 20-25 users each day in 2, 3 hour sessions. BidSync will send a schedule reminder as well as daily reminders of each person’s scheduled time slot along with a training syllabus. Curriculum and material is included in the “Course Outlines and Requirements” section of this section (“Training Plan”).

The 2, 3 hour sessions are intended to be a comprehensive training on all aspects of the BidSync system. Lab time will be set aside at the end of the day to give each user the opportunity to apply material covered in the classroom, using the BidSync training site. BidSync recommends that there be a lab of internet accessible computers available to class participants immediately following their training session. If a lab with internet access is not available, trainees will be able to work from their own work spaces with a list of tasks to accomplish on the training system. If possible, BidSync trainers should then be able to accompany these employees to their work spaces in order to provide assistance.

Groups of users who do not require training on all aspects of the BidSync system will be scheduled for shorter training sessions which will be adapted to their specific job duties. These shorter sessions will allow a trainer to train multiple groups of users in a day, increasing the total number of training sessions held each week.

After resolving any scheduling conflicts, an invitation will be sent to all users with the date and time of their training session. Department administrators will also be expected to stress the importance of attending their scheduled session and ask that all users be accountable for their attendance and communicate any conflicts as far in advance as possible. If the number of absentees justifies additional make-up sessions, they will be scheduled and held as needed on available Saturdays to ensure training is on-track for the completion time line. BidSync performs its standard trainings based on a 5 day work week, excluding national holidays.

Each department will be asked to submit additional information to BidSync, including delivery locations and internal approval work flow for bids. They will also be asked for a list of qualifications or certifications they track, if applicable. Additional information may be required based on a department's needs or intended use of the BidSync system.

Three assistant trainers also referred to herein as Quality Assurance Trainers will work remotely throughout the training process. These trainers will check lab work completed by end users to determine each participant's comprehension of material. Results found by the assistant trainers will be communicated to the on-site trainers daily, ensuring that classroom material adapts to the users' needs. These results will also be communicated to department administrator and stakeholders on a weekly basis along with steps taken by the trainers to increase the trainees' comprehension.

Assistant trainers will also send reminders to users one day prior to their scheduled training, reducing delay and interruption of the training sessions by addressing scheduling conflicts as they arise.

Administrators from each department will be updated weekly with a list of their users that have attended a training session in addition to a list of those scheduled for training in the upcoming week. Each department will be accountable for the attendance of their users on the dates previously scheduled. In a weekly meeting, trainers will address any scheduling issues that arise and establish with the department administrator what additional efforts will be made by both the trainer and the department to increase scheduled attendance.

It is proposed that weekly project status meetings be held with key personnel from the County and BidSync each Friday to review progress and status of tasks, issues & work accomplished in the previous week and to discuss the schedule for the following week. These meetings will allow BidSync trainers and other key personnel to make any and all adjustments before training begins again Monday.

Project steering committee meetings will also be held monthly with executive staff and stakeholders to review project status and accomplishments to date.

Common Training Concerns and Control Plan

- Scheduling variances and ensuring that users attend scheduled trainings with minimal rescheduling

BidSync will allocate resources to send an initial schedule to all users with the date and time of their training and send e-mail reminders to users one day prior to their training. BidSync would ask that department administrators be involved in requiring their personnel to attend their scheduled training.

- Information retention

By keeping the classroom sizes at an average of 20-25 users, trainers will be able to still maintain interaction with all users. Labs are also recommended to allow each user the opportunity to apply information covered in the training sessions with the trainer still available for questions.

- Users' resistance to change

Trainers will track all questions & concerns that arise in the classroom. Department managers and trainers will communicate all concerns brought to them in their weekly meetings and discuss solutions if the question or concerns merits such. It is recommended that department managers be highly involved in the participation and transition of all their personnel as a cultural and organizational change management technique.

Course Outlines and Requirements

Administrator Course

Description

This course covers all functions of the BidSync site needed to manage a department's bidding, purchasing, and reporting. Participants in this session will gain hands-on experience with the BidSync system and its functions. At the end of this course, administrators will have a better understanding of how the BidSync system will streamline the bidding and purchasing process, save time on reports, and manage supplier information and notifications.

Who Should Take This Course?

This course is designed for department administrators and key personnel that will be involved in overseeing a departments bidding and purchasing activity, user access, and account management.

Materials Needed

A classroom large enough to accommodate 5-10 participants and trainer. A projector and computer with internet access will also be needed. A lab with internet-accessible computers, allowing each participant to apply the material introduced in the training sessions is recommended for review and training quality assurance. User tutorials will be provided by the trainer.

Course Objectives
Review department information online
Create a bid
Send automatic notifications to vendors
Monitor bid activity
Award bids
Share tabulation results quickly
Create and track contracts requisitions and purchase orders

Course Outline

Session 1
Introduction
Discuss Department Needs & Goals
End User Lists & Permissions
Review Standard Documents
Establish Requisition & Purchase Order Work flows
Create Needed Qualifications/Certifications
Administration: Tools

Session 2
Search: Using the system as a spec library
Bids: Creating a Bid
Bids: Releasing a Bid
Bids: Current
Bids: Tabulations
Bids: Awarding
Creating and managing contracts, requisitions, and purchase orders

Lab
Using the training site each administrator will edit a user's information, create a bid, and purchase order. All lab work will be reviewed by BidSync assistant trainers to ensure user comprehension.

Buyer & End User Course
Description

This course covers all functions of the BidSync site needed to create bids, purchase orders, and manage vendor information. Participants in this session will gain hands-on experience with the BidSync system and its functions. At the end of this course, users will have a better understanding of how the BidSync system will streamline the bidding and purchasing process.

Who Should Take This Course?
This course is designed for all buyers and end users that will be involved in the bidding and purchasing process.

Materials Needed

A classroom large enough to accommodate 20-25 participants and trainer. A projector and computer with internet access will also be needed. A lab with internet-accessible computers, allowing each participant to apply the material introduced in the training sessions is recommended for review and training quality assurance. User tutorials will be provided by the trainer.

Course Objectives

Create a bid
Send automatic notifications to vendors
Monitor bid activity
Award bids
Share tabulation results quickly
Create/track contracts, requisitions and purchase orders

Course Outline

Session 1

Introduction
Search: Using the system as a spec library
Bids: Creating a Bid
Bids: Releasing a Bid

Session 2

Bids: Current
Bids: Tabulations
Bids: Awarding
Creating and managing contracts, requisitions, and purchase orders

Lab

Using the training site each user will create a bid and purchase order. All lab work will be reviewed by BidSync assistant trainers to ensure user comprehension.

EXHIBIT C

CONTRACTOR TRAVEL AND PER DIEM POLICY

OUTSIDE AUDIT, ACCOUNTING AND CONSULTING SERVICES - PUBLIC POLICY, STRATEGIC PLANNING AND HEALTHCARE

1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.

2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov

2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.

2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.

3.0 Commercial air travel shall be reimbursed as follows:

3.1. Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.

3.2. The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.

3.3. The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.

4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.

4.1. Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.

4.2. Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)

4.3. County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.

4.4. County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.

4.5. The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.

5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

AMENDMENT No. 1
To
SERIAL 09120-IGA, E-PROCUREMENT SYSTEM (BIDSYNC)

Between

BIDSYNC
&
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and BIDSYNC ("Contractor") have entered into a Contract for the purchase of an E-Procurement System and Services for all County agencies and departments, dated January 1, 2010 ("Agreement") County Contract No: 09120-IGA.

WHEREAS, County and BIDSYNC have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The County in agreement with the Contractor shall amend the contract to add six (6) additional months to the extension terms.

Please see below for the revision:

Section 1.0 CONTRACT TERM:

1.1 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of two (2) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of ~~six (6)~~ **twelve (12)** months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

BIDSYNC:

Patricia Stutz
Authorized Signature

Patricia Stutz, VP Operations
Printed Name and Title

211 East 7th Street, Suite 1100, Austin, TX 78701
Address

6/4/2015
Date

MARICOPA COUNTY:

Chief Procurement Officer

6/4/15
Date

AMENDMENT No. 2
To
SERIAL 09120-IGA, E-PROCUREMENT SYSTEM

Between

BIDSYNC
&

MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and BidSync ("Contractor") entered into a Contract for the purchase of an E-Procurement System and Services for all County agencies and departments, dated January 1, 2010 ("Agreement") County Contract No: 09120-IGA.

WHEREAS BidSync is now a wholly owned subsidiary of Periscope Intermediate Corp. effective December 8, 2014,

WHEREAS, County and BIDSYNC have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree to the following amendments:

1. The County in agreement that the Contractor shall amend the Agreement for five (5) additional years for the period of 7/1/2016 through 6/30/2021.

2. The County has requested and Contractor has agreed to add the Source Builder Module to Core Source already owned by the County and supported by Contractor.

2. Pricing for the term of the Agreement will be governed by the Source Order Form attached herein as Attachment A.

3. Service Level Standards attached herein as Attachment 1 will supersede any previously agreed upon Service Level Standards.

Please see below for the language revisions to the Contract that will apply upon renewal on 6/30/2016:

Section 1.0 CONTRACT TERM:

1.1 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of two (2) years. The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

Section 5.14 SUBCONTRACTING

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without consent of the County, which shall not be unreasonably withheld provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar transaction

Section 5.2 INSURANCE REQUIREMENTS

5.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $1,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket

contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

IN WITNESS WHEREOF this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

CONTRACTOR:
PERISCOPE INTERMEDIATE CORP a BidSync affiliated company

Patricia Stutz

Authorized Signature

Patricia Stutz, VP Operations

Printed Name and Title

211 East 7th Street, Suite 1100, Austin, TX 78701

Address

6/29/2016

Date

MARICOPA COUNTY

Authorized Signature

Wesley L. Baysinger

Printed Name and Title

Address

6/29/16

Date

Attachment A

SOURCE ORDER FORM

General Information:

Customer: Maricopa County	
Customer Contact: Nicola Perrera	**Billing Contact:**
Address: 320 W. Lincoln **City, State Zip:** Phoenix AZ 85003	**Address:** **City, State Zip:**
Phone: 602-258-1573	**Phone:**
E-Mail: perreran@mail.maricopa.gov	**E-Mail:**
Periscope Account Manager: Aram Kaplan	
Phone: 512.666.9422	**Email:** akaplan@periscopeholdings.com

Services Information:

Service Fee:

Platform

Source - Core $[95,000] [Payable on Effective Date, annually on each anniversary date]

Modules

[__] RFP Evaluator ..... $[ ] [Payable on Effective Date, and annually on each anniversary date]
[__] Contract Repository ..... $[ ] [Payable on Effective Date, and annually on each anniversary date]
[__] Pre-Award Situational Options ..... $[ ] [Payable on Effective Date, and annually on each anniversary date]
[__] Coop Bidding ..... $[ ] [Payable on Effective Date, and annually on each anniversary date]
[__] Planholders List ..... $[ ] [Payable on Effective Date, and annually on each anniversary date]
[__] Award Scenario Creation ..... $[ ] [Payable on Effective Date, and annually on each anniversary date]
[__] Reprographic File Transfers ..... $[ ] [Payable on Effective Date, and annually on each anniversary date]
[_X] Builder ..... $[5,000] [Payable on Effective Date, and annually on each anniversary date]
[__] Reverse Auction ..... $[ ] [Payable on Effective Date, and annually on each anniversary date]

Builder Service Fee	6/30/2016 – 2/28/2017	$[3,333]
Annual Service Fee	3/1/2017 – 2/28/2018	$[100,000]
Annual Service Fee	3/1/2018 – 2/28/2019	$[100,000]
Annual Service Fee	3/1/2019 – 2/28/2020	$[103,000]
Annual Service Fee	3/1/2020 – 2/28/2021	$[106,090]
Renewal Year Option 1	3/1/2021 – 2/28/2022	$[106,090]
Renewal Year Option 2	3/1/2022 – 2/28/2023	$[106,090]

Attachment 1
To
Order Form

Service Level Standards

System Maintenance and Support Services.

BidSync shall ensure that only properly trained BidSync technicians or other qualified personnel perform the System Support Services as defined below. The System Support Services shall be sufficient to enable the Software Services to perform in accordance with this Scope of Software Services and all representations, warranties and specifications provided to the customer by BidSync in connection with this Agreement and any amendments or addenda thereto that may be issued from time to time. BidSync shall provide the customer with the Software Services support services set forth below (the **"System Support Services"**) as part of the fees provided for under this Agreement:

- Telephone Support. BidSync technicians shall provide telephone support by means of a toll-free support line, which the customer may use during business hours (6:00 a.m. - 6:00 p.m., Mountain Time, Monday through Friday; excluding nationally recognized holidays). Telephone support shall include without limitation (i) answering questions concerning use of the Software Services; and (ii) providing technical support.

- Web Access. BidSync shall provide additional technical assistance in the form of access to BidSync's website and online bulletins, all of which shall be maintained by BidSync and available to the customer 24 hours/day, 7 days/week, and 365 days/year excluding scheduled downtime for maintenance.

- Problem Resolution Criteria and Timelines. When the customer reports program errors or malfunctions in the Software Services, or when the Software Services do not conform substantially to the Performance and Availability levels specified below, BidSync shall correct the identified errors or modify the Software Services to conform to the specifications according to the impact level criteria set forth below.

  - Critical Impact. If a Software Services problem resulting from program errors or malfunctions has a critical business impact, defined as a complete loss of use of the Software Services such that personnel cannot reasonably continue to work, BidSync shall respond within fifteen (15) minutes, and shall provide a temporary solution through a workaround within one (1) hour and continue such efforts until the problem is fixed, patched or a suitable workaround is provided or until the problem has been reduced to a lower impact level.

  - Significant Business Impact. If a Software Services problem resulting from program errors or malfunctions has a significant business impact, defined as a significant loss of use of the Software Services or degradation of such use, BidSync shall respond within thirty (30) minutes, and shall provide a temporary solution through a workaround within four (4) hours and shall continue such efforts until the problem is fixed, patched or a suitable workaround is provided or until the problem has been reduced to a lower impact level.

  - Minimal Business Impact. If a Software Services problem resulting from program errors or malfunctions has a minimal business impact, defined as the customer's ability to continue work with only minor impediments or loss of use of the Software Services, BidSync shall respond within four (4) hours and shall provide a permanent correction in its next release of a Software Services upgrade or enhancement.

As part of the System Support Services, BidSync shall provide online training on Software Services access, use and operations to the customer's personnel (the "Training") up to two times each year per customer. The customer's access to BidSync's database of online video demonstrations is unlimited.

Description of the Software Services Availability

Software Services Availability. BidSync will use commercially reasonable efforts to provide the Software Services and make them available 24 hours per day, 7 days per week, 99.8% of the time each month, excluding any Scheduled Downtime, as defined below. Notwithstanding the foregoing, the availability of the Site and the Software Services are provided by Bidsync on an "AS IS" basis to Customer.

- **Scheduled Downtime.** Scheduled and planned Software Services outages are for the purpose of providing system updates and scheduled releases for the System Support Services. All outages are scheduled with a minimum of 72 hours advance notice to the customer and shall occur only during non-peak hours unless otherwise agreed by the parties.

SERIAL 09120-IGA

RFP DEPOT LLC DBA: BIDSYNC, 629 E. QUALITY DRIVE, SUITE 101, AMERICAN FORK, UT 84003

PRICING SHEET: NIGP CODE 92047

Terms:	NET 30
Vendor Number:	W000016432 X
Telephone Number:	800/990-9339
Fax Number:	801/765-9246
Contact Person:	~~Sabrina Stover~~ **J. Williams**
E-mail Address:	agencysupport@bidsync.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending ~~December 31, 2012 2013 2014 2015~~ **June 30,** ~~2016~~ **2021.**