



Contract #: AR3100

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

eSolutionsGroup Limited

Name

455 Phillip Street Waterloo

Street Address

Ontario

Canada

N2L 3X2

Province

Country

Zip

Vendor # VC227982 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact Name: Alison Carden Phone Number: 1-519-340-4084 Email: acarden@esolutionsgroup.ca

2. CONTRACT PORTFOLIO NAME: Cloud Solutions.
3. GENERAL PURPOSE OF CONTRACT: Provide Cloud Solutions under the service models awarded in Attachment B.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18008
5. CONTRACT PERIOD: Effective Date: Wednesday, March 27, 2019. Termination Date: Tuesday, September 15, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract.
6. Administrative Fee: Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
7. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Schedule
ATTACHMENT D: Contractor's Response to Solicitation # SK18008
ATTACHMENT E: Service Offering EULAs, SLAs
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #SK18008.
10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DIVISION OF PURCHASING

Christopher Hughes
Christopher Hughes (Apr 10, 2019)

Apr 10, 2019

Contractor's signature

April 10, 2019

Date

Director, Division of Purchasing

Date

Karen Mayfield, President

Type or Print Name and Title



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum¹ ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits² to the Master Agreement;
- (3) The Solicitation;
- (4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- (5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the Master Agreement.

Data means all information, whether in oral or written (including electronic) form,

¹ A Sample Participating Addendum will be published after the contracts have been awarded.

² The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and SaaS.

created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity’s software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“High Impact Data”).

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“Low Impact Data”).

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“Moderate Impact Data”).

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate.

Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing

Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure'). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

3. Term of the Master Agreement: Unless otherwise specified as a shorter term in a Participating Addendum, the term of the Master Agreement will run from contract execution to September 15, 2026.

4. Amendments: The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Assignment/Subcontracts: Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the NASPO Cooperative Purchasing

Organization LLC, doing business as NASPO ValuePoint.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement and an amendment is not necessary.

7. Termination: Unless otherwise stated, this Master Agreement may be terminated by either party upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for Services delivered and accepted, data ownership, Contractor obligations regarding Purchasing Entity Data, rights attending default in performance an applicable Service Level of Agreement in association with any Order, Contractor obligations under Termination and Suspension of Service, and any responsibilities arising out of a Security Incident or Data Breach. Termination of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Contractor either (i) gives the Purchasing Entity's reasonable notice prior to such disclosure to allow Purchasing Entity a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains

written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement, including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Suspend Contractor from being able to respond to future bid solicitations;
and

(4) Suspend Contractor's performance; and

(5) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

12. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

13. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from negligent act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any claims arising from the combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

14. Independent Contractor: The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

15. Individual Customers: Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers authorized to conduct business in each Participating Entity's state and having a financial stability equal or better than a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions
	Minimum Insurance Coverage
Low Risk Data	\$2,000,000
Moderate Risk Data	\$5,000,000
High Risk Data	\$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or

Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per claim and \$1,000,000 in the aggregate, written on a claims made form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall not be cancelled by the insurer until thirty (30) calendar days after notice of intended cancellation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, , and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements);. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

18. No Waiver of Sovereign Immunity: In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other firms having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which firms should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin providing Services without a valid Service Level Agreement or other appropriate commitment document compliant with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;

- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per unit or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier and the Participating State contract identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies,

political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office³.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this

³ Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

subsection must be consistent with license rights granted for use of intellectual property.

21. Payment: Orders under this Master Agreement are fixed-price or fixed-rate orders, not cost reimbursement contracts. Unless otherwise stipulated in the Participating Addendum, Payment is normally made within 30 days following the date of a correct invoice is received. Purchasing Entities reserve the right to withhold payment of a portion (including all if applicable) of disputed amount of an invoice. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata. Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its

obligations under this Master Agreement.

26. Records Administration and Audit.

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.
- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.
- d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or

the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API. This provision does not prohibit the offer of optional API(s) related to the Product for which Contractor may charge for a license.

30. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State. If a environment specified by the Contractor in its response to the Solicitation ceased to be supported by its manufacture, Contractor is not required to maintain compatibility or guarantee operating on such environment.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

33. Waiver of Breach: Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

34. Assignment of Antitrust Rights: Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

36. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as “new.”

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

38. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition

as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

39. NASPO ValuePoint eMarket Center: In July 2011, NASPO ValuePoint entered into a multi-year agreement with JAGGAER, formerly SciQuest, whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

41. Government Support: No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entities, other than payment, are required under the Master Agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting

tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment H.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review:

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 6 when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to section 7.
- g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

45. NASPO ValuePoint Cloud Offerings Search Tool: In support of the Cloud Offerings Search Tool here: <http://www.naspovaluepoint.org/#!/contract-details/71/search> Contractor shall ensure its Cloud Offerings are accurately reported and updated to the Lead State in the format/template shown in Attachment I.

46. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor (“Additional Terms”) provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative “acceptance” of those Additional Terms before access is permitted.

47. Limitation of Liability:

a) Except with respect to claims pursuant to Section 13.b. above, Contractor’s total liability under this Agreement and Lead State, Participating Entity or Purchasing Entity’s sole and exclusive remedy for any claim of any type whatsoever, arising out of Product or Service provided hereunder, shall be limited to proven direct damages caused by Contractor’s sole negligence in an amount not to exceed the greater of (i) \$3,000,000, for damage to real or tangible personal property; or (ii) the price paid to Contractor for the specific Service (calculated on an annual basis, when applicable) or Product from which such claim arises, for damage of any type not identified in (i) above or otherwise excluded hereunder. The limitation of liability does not apply to Contractor’s obligation to indemnify for death or injury to Person(s) as identified in Section 13.a.

b) Except with respect to claims regarding violation of Contractor’s intellectual property rights, neither lead State, Participating Entity, Purchasing Entity nor Contractor shall have liability for any special, consequential, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification:

a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. Personal Data Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of Contractor's breach of its contractual obligation to encrypt personal data or otherwise prevent its release as reasonably determined by the Purchasing Entity, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract its data and the subsequent secure disposal of purchasing entity's data.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. Background Checks: Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports: The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Right to Remove Individuals: The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the

person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

20. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

21. Web Services: The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

22. Encryption of Data at Rest: The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.

23. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Attachment B – Scope of Services Awarded to Contractor

1.1 Awarded Service Model(s).

Contractor is awarded the following Service Model:

- Software as a Service (SaaS)

1.2 Risk Categorization.*

Contractor's offered solutions offer the ability to store and secure data under the following risk categories:

i:Create (Content Management System) with modules

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
SaaS	Yes	Yes	Yes	Public, private, community, hybrid

Form Builder with eCommerce Capabilities

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
SaaS	Yes	Yes	Yes	Public, private, community, hybrid

Calendar with eCommerce Capabilities

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
SaaS	Yes	Yes	Yes	Public, private, community, hybrid

Optional Modules (eNewsletter Integration, Parks and Facilities Directory, Secure Pages, City Services Map, Business/Community/Tourism Directory, Contact Module with AD/LDAP Integration)

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
SaaS	Yes	Yes	Yes	Public, private, community, hybrid

Bids&Tenders Base Foundation (Bid management, bid advertising, bid document posting)

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
SaaS	Yes	Yes	Yes	Public

Bids&Tenders - Electronic Bidding

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
SaaS	Yes	Yes	Yes	Public

Bids&Tenders - eContracts

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
SaaS	Yes	Yes	Yes	Public

Bids&Tenders - RFP Evaluation

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
SaaS	Yes	Yes	Yes	Public

Bids&Tenders - Vendor Performance

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
SaaS	Yes	Yes	Yes	Public

Police Services (Paid Duty)

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
SaaS	Yes	Yes	Yes	Public, private, hybrid

Police Services (Online Records Check)

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
SaaS	Yes	Yes	Yes	Public, private, hybrid

*Contractor may add additional OEM solutions during the life of the contract.

2.1 Deployment Models.

Contractor may provide cloud based services through the following deployment methods:

- **Private cloud.** The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.
- **Community cloud.** The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.
- **Public cloud.** The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.
- **Hybrid cloud.** The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds)

Attachment C - Pricing Discounts and Schedule

Contractor: eSolutionsGroup Limited

Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.
2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.
3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.
4. Contractor's price catalog include the price structures of the cloud service models, value added services (i.e., Maintenance Services, Professional Services, Etc.), and deployment models that it intends to provide including the types of data it is able to hold under each model. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.
5. Contractor provides tiered pricing to accompany its named user licensing model, therefore, as user count reaches tier thresholds, unit price decreases.

Cloud Service Model: Software as a Service (SaaS)

Description	Discount
OEM: bids&tenders eProcurement Public Agency Pay Model (SaaS Procurement)	50.00%
OEM: bids&tenders eProcurement Vendor Pay Model (SaaS Procurement)	100.00%
OEM: i>Create	50.00%
Average SaaS OEM Discount Off	66.67%

Additional Value Added Services

<u>Item Description</u>	<u>Onsite Hourly Rate</u>		<u>Remote Hourly Rate</u>	
	<u>NVP Price</u>	<u>Catalog Price</u>	<u>NVP Price</u>	<u>Catalog Price</u>
Maintenance Services	\$ 200.00	\$ 400.00	\$ 135.00	\$ 270.00
Professional Services				
Deployment Services	\$ 200.00	\$ 400.00	\$ 135.00	\$ 270.00
Integration Services)	\$ 200.00	\$ 400.00	\$ 135.00	\$ 270.00
Consulting/Advisory Services	\$ 200.00	\$ 400.00	\$ 135.00	\$ 270.00
Architectural Design Services	\$ 200.00	\$ 400.00	\$ 135.00	\$ 270.00
Statement of Work Services	\$ 200.00	\$ 400.00	\$ 135.00	\$ 270.00
Partner Services	\$ 200.00	\$ 400.00	\$ 135.00	\$ 270.00
Training Deployment Services	\$ 200.00	\$ 400.00	\$ 135.00	\$ 270.00

Deliverable Rates

	<u>NVP Price</u>	<u>Catalog Price</u>
N/A	N/A	N/A

eSolutionsGroup has provided technical responses for each proposed solution below. The technical responses each follow the table format supplied in the RFP. To assist in evaluation, a table of contents has been provided on the following pages.

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6.0 ESOLUTIONSGROUP TECHNICAL RESPONSE – BIDS&TENDERS™

8.1 (M)(E) TECHNICAL REQUIREMENTS

Requirement	eSolutions' Response
8.1.1 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the characteristics defined in NIST Special Publication 800-145 .	The bids&tenders solution meets the NIST Special Publication 800-145 requirements by: ▪ On-demand self-service: Consumers can login and administer solicitations from any location at any time. Suppliers can search the system and respond to open solicitations at any time. All of these processes happen automatically without the need for manual intervention. ▪ Broad Network Access: The only requirement for the system is an internet connection. It is accessible over broadband (such as cable and DSL), dialup, and cellular connections. Only a standard web browser is required (e.g., IE 11, Edge, Chrome, Firefox, Safari). ▪ Resource Pooling: The platform is setup by default as a multi-tenant model, with many consumers sharing the same servers. Microsoft Azure is also used to provide geographically resilient hosting. ▪ Rapid Elasticity: Additional Azure nodes can be scaled up / down as needed to meet demand. ▪ Measured Service: Resource usage (disk, bandwidth, CPU, etc.) is monitored, allowing for proactive adjustment of resources as required.
8.1.2 As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of Attachments C & D .	Confirmed. eSolutions is willing to comply with the requirements of Attachments C&D as applicable.
8.1.3 As applicable to an Offeror's proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in Attachment D .	bids&tenders is a SaaS platform. The platform runs on Microsoft Azure and is accessible by only a standard web browser (IE 11, Edge, Chrome, Firefox, Safari). Consumers do not manage or control the underlying Microsoft Azure cloud infrastructure or the application configuration (aside from customer-specific settings made available within the platform.) The bids&tenders product is typically installed as a public cloud system. However, alternative deployment methods such as a private, community, and hybrid clouds can be made available as needed by participating organizations.

8.2 (E) SUBCONTRACTORS

Requirement	eSolutions' Response
8.2.1 Offerors must explain whether they intend to provide all cloud solutions directly or through the use of Subcontractors.	eSolutionsGroup will provide all services with the only exception of data hosting services. For our U.S.A. clients, eSolutions intends to host our bids&tenders e-Procurement Solution using the Microsoft Azure Data Centers located in the U.S.A., on their cloud infrastructure. eSolutions has used Microsoft Azure for all our Canadian clients and we have been completely satisfied with the reliability of their services.
8.2.2 Offeror must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.	The agreement with the State of Utah (NASPO ValuePoint) will be directly with eSolutionsGroup. eSolutions will use Microsoft Azure to provide resilient cloud hosting services to NASPO, as detailed in our responses. The Azure platform will also be configured to retain all data within the USA. eSolutions will provision and maintain all required hosting services from Microsoft Azure. No other subcontractors will be used to perform work under the Master Agreement.
8.2.3 If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.	For our Canadian clients, bids&tenders is hosted in Microsoft Azure data centres on their cloud infrastructure. The physical data centres used in the solution are Canada Central (Toronto) and Canada East (Quebec City). Microsoft understands that to realize the benefits of the cloud, you must be able to trust the cloud. Microsoft has been leading the industry in establishing clear security and privacy requirements and then consistently meeting these requirements. Azure meets a broad set of international and industry-specific compliance standards, such as ISO 27001, HIPAA, FedRAMP, SOC 1 and SOC 2, as well as country-specific standards. We have created a robust solution by leveraging Microsoft highly available services and distributing service across Microsoft regional data centers. eSolutions will have the ability to recover services rapidly in an alternate data center if an incident occurs in the primary data center. 1. Backups will be stored in a Microsoft U.S.A. Data centers (locations of the centers is still to be determined). 2. Our scheduled maintenance occurs on the 3rd Thursday of each month. Scheduled maintenance begins at 11:00pm EST and ends at 4:00am EST, with follow the sun strategy applying where services

Requirement	eSolutions' Response
	provided to the west coast are done last. Scheduled maintenance may result in a brief interruption to services typically lasting less than 30 minutes. 3. A Recovery Time Objective of 4 hours or less is maintained. 4. A Recovery Point Objective of 24 hours is maintained

8.4 (E) CUSTOMER SERVICE

Requirement	eSolutions' Response																
8.4.1 Offeror must describe how it will ensure excellent customer service is provided to Purchasing Entities. Include:																	
Quality assurance measures;	Our quality assurance process is user centric: testing is done from the perspective of the end user, going through "use cases" that describe a job to be done. Agile development practices such as iterative releases, daily check-ins, customer representation (through our user groups) and retrospectives keep development on track. Our relentless focus on the user and user experience has led to a high degree of satisfaction in the platform. <i>"As we enter into 2018, I would like to take a moment to thank you guys for the awesome support, guidance and patience. You guys do live up to the superior customer services! Look forward to a great 2018. "</i> <i>Bethany Yew, CSCMP eProcurement, Project Manager Purchasing, Corporate Services, City of Brampton</i> We are immensely proud to say that in the fifteen years since we first developed bids&tenders™, we have never lost a client.																
Escalation plan for addressing problems and/or complaints; and	eSolutions' software's escalation procedures raise the visibility and importance of your problem within our software. At the discretion of eSolutionsGroup, project manager, customer product support issues may be escalated internally to senior support technician, the product support manager, or the development team. <table border="1"> <tr> <td>Job Title:</td><td>Product Support</td></tr> <tr> <td>Contact:</td><td>Support</td></tr> <tr> <td>Phone:</td><td>1-800-594-4798</td></tr> <tr> <td>e-mail:</td><td>support@bidsandtenders.ca</td></tr> </table> <table border="1"> <tr> <td>Job Title:</td><td>Account Manager</td></tr> <tr> <td>Contact:</td><td>Christine Wood</td></tr> <tr> <td>Phone:</td><td>289-453-2026</td></tr> <tr> <td>e-mail:</td><td>cwood@esolutionsgroup.ca</td></tr> </table>	Job Title:	Product Support	Contact:	Support	Phone:	1-800-594-4798	e-mail:	support@bidsandtenders.ca	Job Title:	Account Manager	Contact:	Christine Wood	Phone:	289-453-2026	e-mail:	cwood@esolutionsgroup.ca
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Cell / Pager:	289-926-8786																				
Job Title:	Senior Support																				
Contact:	Dave Tran Dave Isserlin																				
Phone:	519-884-3352 519-884-3352																				
e-mail:	dtran@esolutionsgroup.ca disserlin@esolutionsgroup.ca																				
Job Title:	Principal																				
Contact:	Alison Carden																				
Phone:	519-884-3352																				
e-mail:	acarden@esolutionsgroup.ca																				
Cell / Pager:	519-404-5657																				
Service Level Agreement (SLA).	Bids and Tenders Service Performance and Monitoring eSolutions shall provide the following service performance benchmarks: - Services shall average less than 8 seconds response time for 80% of requests as measured by server response time only, not network transmission time. - Services shall average 99.9% up time. This would be exclusive of regularly scheduled maintenance events. - eSolutions shall post an approved message in the event of a Service outage that lasts longer than 60 minutes. Bids and Tenders Service Availability and Monitoring Services shall be operational and monitored 24 hours per day, 7 days per week. Monitoring shall be done by executing a connection to the provided service. In the event a server fails to respond to the connection request over a sustained 5 minute period, a eSolutions system administrator is automatically notified of a potential server outage. An eSolutions system administrator shall initiate an investigation within 5 minutes of such a notification to identify whether there is a problem and shall initiate work to restore server to normal operating capacity Customer Service eSolutions shall provide reasonable commercial efforts to be immediately available via your Customer Account Manager or Technical Contact person. eSolutions will respond to all Customer requests related to the Services, the administration of the Services and the availability of the Services within the same business day. eSolutions shall initiate actions to respond to a customer inquiry within one business day of being notified. eSolutions shall notify Customer via the following email addresses in case of a service outage: to be provided by customer.																				

	If Customer experiences a service outage, Customer may contact eSolutions personnel in the following manner: Phone: ▪ Bids & Tenders Support Line – Primary 1-800-594-4798 ▪ eSolutionsGroup Ltd. Support Line - Secondary - 1-866-691-5528 eMail: ▪ Primary: support@bidsandtenders.ca ▪ Secondary: productsupport@esolutionsgroup.ca Browser Support For hosted solutions that are coded and developed by eSolutions we strive to support most commonly used and current browsers. During the development and internal QA process, we ensure that our deliverables work correctly with the latest versions of popular mainstream browsers. The developers of the mainstream browsers are continually deploying new software and versions to meet emerging technology trends and user needs. In some cases these developers may discontinue support and maintenance of a version or a feature. As such, eSolutions is not obligated to ensure that our products will work correctly with discontinued software, or browsers that are no longer maintained or supported by its developer. Maintenance Windows The eSolutions standard maintenance windows are currently between 10 PM and 1 AM (EST) on the 3rd Tuesday of the month. eSolutions reserves the right in its sole discretion to alter these standard maintenance windows or to schedule a non-standard maintenance window from time to time by giving 24 hours notice to the Customer.
8.4.2 Offeror must describe its ability to comply with the following customer service requirements:	
a. You must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.	eSolutions practice is to assign a dedicated Representative to each client, in addition to our Vendor and Buyer Support resources and our on-line help guides and video resources. Any changes in assigned Representatives will be communicated via email to the affected Agencies within 48 hours of the change with updated representative contact information.
b. Customer Service Representative(s) must be available by phone or email at a minimum,	<u>Ongoing Customer and Vendor Support:</u> bids&tenders has a large online help system with many short videos and guides. We also provide bilingual support to both staff and Vendors on an ongoing base. Response time is less than 2hrs for over 95% of our requests.

from 7AM to 6PM on Monday through Sunday for the applicable time zones.	Support for Staff and Vendors eSolutions has a dedicated to support team for our Bids&tenders clients and Vendor Community. Our staff have the required knowledge of the procurement process, laws, and understand Canadian public procurement Contact information for a primary support contact is provided, which includes direct line phone number, cell phone number and direct email contact. In addition, eSolutions provides end user support located out of Waterloo, Ontario. We have a toll free number, live chat, email /ticket system, an online support community with documentation and videos. This support will be available by telephone, or by eMail and is available 7:00am-6:00pm Monday to Sunday for applicable time zones. Emergency support outside of regular business hours is also available by telephone.
c. Customer Service Representative will respond to inquiries within one business day.	eSolutions confirms and agrees. Response time is less than 2hrs for over 95% of our requests.
d. You must provide design services for the applicable categories.	eSolutions confirms and agrees.
e. You must provide Installation Services for the applicable categories.	eSolutions confirms and agrees.

8.3 (E) WORKING WITH PURCHASING ENTITIES

Requirement	eSolutions' Response
8.3.1 Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:	
Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;	In the event of a security incident, such as a data breach, eSolutions' Contract Manager will take immediate action upon determining that a security incident has occurred. The Contract Manger will be the point of contact for the Purchasing Entity for all updates and questions. The Contract Manager will engage our Development and Operations Principals, and the information systems and development teams as appropriate to investigate and resolve the challenge.

Requirement	eSolutions' Response
Response times;	eSolutions will respond immediately upon notification, and will provide a timeline as soon as the scope is known. The issue will be mitigated as quickly as possible, and will be included with the timeline.
Processes and timelines;	Upon notification, eSolutions will immediately communicate with the Purchasing Entity all knowledge of the incident and notify our Development and Operations Principals, and the information systems and development teams as appropriate to investigate and resolve the challenge. eSolutions may need to remove vulnerable hosted solutions or applications from service in order to prevent further exploits. eSolutions will also then need to carefully investigate to identify what additional systems may have been affected or if data sets were exposed. The owners of the affected data or applications will be informed and additional action will be determined based upon the specific details of the exploit or exposure. Mitigation steps and timelines will be provided as soon as possible. A formal incident report will also be prepared and provided within 48 hours of the incident occurring. Incident reports contain data such as, the time the incident was identified, the time the incident occurred, the scope of the data or systems affected by the incident, documentation of actions taken as a result of the incident, documentation of action to be taken in the future as a result of the incident, documentation of individuals or identities involved in the incident, as well as any parties that have been made aware of the incident.
Methods of communication and assistance; and	eSolutions has an incident response procedure that includes appropriate notification of security incidents to the responsible parties. Notification comes in the form of incident notification in written format such as email, and is followed up with a documented incident report that more clearly documents the nature of the incident and actions taken, including steps taken to ensure that similar incidents do not occur moving forward. Communication with the Contract Manager will occur over phone and email.

Requirement	eSolutions' Response
Other information vital to understanding the service you provide.	eSolutions maintains a privacy and security policy that meets the needs of many clients, including financial institutions. eSolutions maintains a continuous vulnerability management program that continually scans for and reports on detected vulnerabilities in our environment. Detected vulnerabilities are reviewed by our security team and assigned a severity score and prioritized appropriately. The security team meets weekly to monitor the vulnerability resolution process and ensure that risks are mitigated effectively. Our team will retest fixed vulnerabilities after the vulnerability is closed to ensure that fixes were successful. Our core set of principles for data security are as follows: - Deploy and Maintain Secure Networks - Identify and Protect Sensitive Data - Manage Application and System Vulnerabilities - Implement Strong Access Controls - Monitor and Test Systems and Policies
8.3.2 Offeror must describe how it will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.	eSolutions has no subcontractors or third parties that can access the platform on its behalf. No adware/software/marketing etc. will be published on the platform. Further, anti-malware programs run on the platform to prevent adware/malware from being uploaded to the system.
8.3.3 Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.	A fully functional isolated staging environment is provided for the purpose of evaluating and testing new modules and training. Data imports from production can be performed to refresh the data in the staging environment. Emails from the staging environment are restricted to prevent the accidental notification of end users.
8.3.4 Offeror must describe whether or not its computer applications and Web sites are accessible to people with disabilities, and must comply with Participating Entity accessibility policies and the Americans with Disability Act, as	eSolutions will comply with Participating Entity accessibility policies and the ADA. bids&tenders™ portal complies with the Americans with Disability Act using WCAG 2.0 AA standards. There are areas where the agency has control over the web content and document generation, so it's important to ensure that headings, alt-tags, link text and tables are setup properly to remain compliance. This will be discussed during the training session. For the last eight years, we have been developing products to meet the WCAG 2.0 AA standard. eSolutions has also engaged the Ontario government

Requirement	eSolutions' Response
applicable.	to provide clarification on the Accessibility for Ontarians with Disabilities legislation and participates in various outreach events and conferences, and been part of a MISA subcommittee on web accessibility, developing an accessibility toolkit as part of the committee. eSolutions hosts OpenWeb accessibility conferences in partnership with various municipalities which focus on educating participants on the legislated web accessibility requirements and how to meet them. We are also proactively working towards WCAG 2.1 AA compliance. Relative Experience eSolutions has taken a proactive approach to accessibility and accessibility compliance. All applications have been thoroughly tested for compliance, and accessibility is built in to the design of our applications. eSolutions has also partnered with KW AccessAbility and local Accessibility groups for user testing. The user testing sessions validate accessibility improvements, and the feedback from the sessions is used to make further refinements to our applications. ▪ Over 300 Ontario Municipal Sites which conform to the AODA (Ontario Accessibility Regulations) ▪ Expert in-house experience with the AODA, WCAG 2.0/2.1 and Content Writing ▪ Supporting Connections with the Ministry of Community and Social Services, Outreach and Compliance Accessibility Directorate ▪ Regularly teach and train clients on Accessibility (writing, documents, development) ▪ Work with local accessibility associations and groups for feedback and testing ▪ We host an annual Accessibility Conference ▪ Participate in the MISA (Municipal Information Systems Association) Accessibility Committee ▪ Developed the MISA Accessibility Toolkit with the MISA Team ▪ Participation in multiple Accessibility Conferences in Ontario and GMIS as speakers and leaders in the industry Recent Presentations Include: ▪ Barrier Free Digital Services - GMIS, St. Louis, Missouri, August 2018 ▪ Barrier Free Digital Services - OSUM, Niagara Falls, May 2018 ▪ Barrier Free Digital Services - MISA Prairies, Alberta, May 2018 ▪ OpenWeb Accessibility Conference, City of Ottawa, December 2017 ▪ OpenWeb Accessibility Conference, City of Ottawa, December 2017 ▪ OpenWeb Accessibility Conference, Region of Durham, April 2017

Requirement	eSolutions' Response
	- OpenWeb Accessibility Conference, Region of Waterloo, April 2016 - MISA Toolkit presentation, 2014 and 2015 MISA Ontario Annual Conference - User Testing: Collaborative Approaches to Solving Accessibility Challenges, University of Guelph Accessibility Conference, May 2014 and May 2015 - OpenWeb Accessibility Conference, Waterloo, April 2014 - OpenWeb Accessibility Conference, Waterloo, November 2013
8.3.5 Offeror must describe whether or not its applications and content delivered through Web browsers are be accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at a minimum.	We support all mainstream browsers (Chrome, IE, Edge, Firefox, Safari, Opera, etc.) we support all versions that are supported by the provider. With IE we currently support IE10+. For hosted solutions that are coded and developed by eSolutions we strive to support most commonly used and current browsers. During the development and internal QA process, we ensure that our deliverables work correctly with the latest versions of popular mainstream browsers. The developers of the mainstream browsers are continually deploying new software and versions to meet emerging technology trends and user needs. In some cases these developers may discontinue support and maintenance of a version or a feature. As such, eSolutions is not obligated to ensure that our products will work correctly with discontinued software, or browsers that are no longer maintained or supported by its developer.
8.3.6 Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations.	eSolutions agrees to comply and will include this meeting with the Purchasing Entity to determine whether any sensitive or personal information that is subject to any law, rule, or regulation providing for specific compliance obligations will be stored or used by eSolutions, prior to the execution of an agreement. eSolutions will collaborate with the Purchasing Entity to understand these requirements and compliance obligations as it relates to the platform.

8.3.7 Offeror must describe any project schedule plans or work plans that Offerors use in implementing their Solutions with customers. Offerors should include timelines for developing, testing, and implementing Solutions for customers.	Communications, training, and change management are the most important steps for this project. The Purchasing Entity staff will need to be fully engaged and have a firm understand of not only how the software works but also how their Entity's Procurement process works within the software. What is the current process? How does that map to the new electronic bidding process? These are some of the questions we will work through as part of our project implementation and change management. Discovery Meeting: Our initial meeting with a Client, our Project Manager assigned will meet via webex to review our new client setup document, agreement and service level agreement, discuss the clients preferred implementation timelines and staffing. eSolutions is flexible to the wishes of each Purchasing Entity on whether to implement all our bids&tenders eProcurement Solution modules all at once or in a phased-implementation. We highly recommend a phased-in approach does work best for public agencies for the following reasons; ▪ By implementing Bid Advertising and Bid Posting initially, this mirrors the Agency's existing processes but provides time for staff to become better acquainted with our solutions features prior to implementing additional modules. ▪ This additional time can be used to update bid templates and procurement policies and processes for electronic bidding if required or to do mock electronic bidding exercises with your Vendors. ▪ Staff seem to be more receptive to learning and accepting of new software and processes when provided a phased-in approach. Phase 1: Launch: Bid Management & eContracts This phase starts with Bid Management and eContracts that involve; Bid Advertising and Bid Document Package posting. This first phase can be easily implemented by Purchasing Entities, as it mirrors most agencies current process that are still paper-bidding, but more importantly, it also provide staff an opportunity to develop/modify bid templates, policies, such as a Vendor Performance Management policy for future phases. ▪ Communication Memo on process change to staff ▪ Communication to vendors ▪ Training for Purchasing Staff ▪ Roll out Phase 2: Launch: Ebidding ▪ Communication Memo on process change ▪ Training for Staff where applicable ▪ Roll out
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Phase 3: RFX Evaluations

- Communication Memo
- Training for Staff
- Roll out

Phase 4: RFP Vendor Performance

- Purchasing staff first, then rollout to the rest of the organization
- Communication Memo for staff and vendors
- Training for Staff and vendors
- Roll out

Tentative Schedule for Phased-In Approach:

For a Phased-In Approach, we believe a realistic launch date for Phase One would be 6 to 8 weeks from contract execution

If a phased-in approach is adopted, Phase Two: eBidding is typically launched within thirty days, (if Vendor Pay model is selected, since the Vendor is paying to use the service, the ability to submit electronically is one of the major benefits of the Vendor Pay model). The remaining modules (RFP Evaluations and Vendor Performance Management) can be implemented at a time convenient for the Purchasing Entity).

Tentative Implementation Schedule for implementing all Modules at once:

The tasks would be the same, however all modules can be launched at one time to meet the needs of each Purchasing Entity. This is subject to the Purchasing Entity's bid templates, Procurement policy and processes being updated from a paper-bidding process to ebidding. The Purchasing Entity should also have a Vendor Performance policy in place prior to implementing the Vendor Performance Management module.

We are flexible with our timelines and we can compress or expand where needed. The example plan below will provide an overview of the tasks required and estimated staff time.

Implementation Overview:

Discovery Call

eSolutions will connect with the main contact prior to a kickoff meeting to get an understanding of the current purchasing environment and help prepare you for the Kickoff meeting. The project manager will help determine who should attend the kickoff meeting, provide an overview of what to expect and how to prepare for the kickoff meeting.

Kick Off Meeting

eSolutions will host a Kickoff meeting with the core project team and discuss the main areas of the implementation plan that will get you from the kickoff meeting to Go Live. Roles and responsibilities, implementation approach, activities and tasks and next steps are all discussed to kickstart the meeting.

Project Check-in

Our proven project management process is the key to our success. We will meet with the project team either bi-weekly or at task completion dates to provide demos, walkthroughs, updates, discuss timelines and project tasks. In addition to the dedicated project manager, a project coordinator will also be dedicated to the project throughout the lifecycle. The project coordinator will arrange the meetings, record meeting notes and send out the meeting agendas. Communication is key, and we believe that biweekly meetings will ensure that the project stays on schedule.

Distribution of Kickoff Meeting Package

eSolutions will provide the Purchasing Entity with a kickoff meeting setup package, which includes a setup document, sample communication templates for internal, external and vendor communication, suggested bid template language eBidding templates. eSolutions will walk your staff through each of requirements and explain in detail what is required.

Completion of Setup Package

The Purchasing Entity will then review and complete the applicable documents with their information and provide it to eSolutions for system setup.

Change Management Review/Meetings

eSolutions will have meetings with the client to understand their current process, walk-through the system to identify where there may be changes to the current process as well as identify new opportunities for efficiencies and streamlined processes.

During the initial phase of the project, eSolutions will do a change management review to evaluate the current process, who completes each task during the process and what tools, documents they are currently using.

Out of this evaluation, eSolutions will provide a walk through of the system to showcase the deliverables for each phase to identify the process in the tool and who is affected. Typically, there are user guides or training sessions that come of this review, for example:

- New document templates
- Training for staff
- Instruction guides

Setup of Themed Page

eSolutions will build a themed webpage to match each Purchasing Entity's website and brand.

Setup & Configuration of Software

eSolutions will setup the system with default language and emails and input the client setup information provided by the Purchasing Entity (from the steps above). Please note, that the Purchasing Entity will have the ability to edit and manage all of this information in the system, however we like to have the system fully setup for the client, as it is less onerous on them in the start. During training, the appropriate staff will be trained on how to edit the configuration options.

Training

Description	Number of Hours	Training Delivery	Who Receives training
Bid Management (excludes eBidding)	Five (5)	In-Person	All Purchasing Staff
Configurations	Two (2)	Online	Purchasing Power User
eBidding	Fourteen (14)	In-Person	All Purchasing Staff
Contracts & Vendor Performance	Six (6)	In-Person	All Purchasing Staff
Contracts & Vendor Performance	Two (2)	Online	User Departments
RFX Evaluations	Six (6)	Online	All Purchasing Staff
RFX Evaluations	Zero (0)	Pre-recorded video	User Departments
Building online forms	Six (6)	In-Person	Purchasing Power Users
Pre-qualified Lists, Roster Lists & VOR Lists	One (1)	Online	Purchasing Power Users

Communication

Requirement	eSolutions' Response
	Communication and notices will be occurring regularly with the stakeholders through the project plan. eSolutions will work with the Purchasing Entity on the communication plan. During the implementation, we will need to communicate and engage with various stakeholders, such as: - Internal Staff - Email, memo, posting on internal portal (e.g. Intranet) - Boards and Committees- Email, Announcement During Board and Committee Meetings - Local Associations (e.g. Construction, Architects, Brokers, Engineers, Surety, etc.) - Emails, In person meetings, webinars and pre-recorded demos - Vendor Community - Email, Website posting, Social Media, Local Media, News Vendor Demo Day Go Live eSolutions and the Purchasing Entity will launch the system in phases. Please note the plan below is recommended however, we are completely flexible on how the system is rolled out. The plan below allows time for the staff to adjust after each phase. Detailed Project Timeline Our detailed Project timeline is outlined below;

Each Agency Project will be managed and coordinated by eSolutions and each Purchasing Entity's project team. eSolutions will look after the entire implementation from start to finish, and provide staff with a Toolkit and best practice approach based on our previous implementations. The schedule below has been broken into four phases; however, eSolutions can adjust based on the requirements of each Purchasing Entity. Each phase indicates the number of weeks and time commitment to complete each task with the understanding that some phases may run parallel to another to achieve each Purchasing Entity's project deadline.

Phase 1: Bid Management & Contracts

TASK	DATE	ASSIGNED TO	HOURS REQUIRED
Discovery Call - Intro phone call with Project leads - Background information - Current environment	Week 1	eSolutions/Client	1hr

TASK	DATE	ASSIGNED TO	HOURS REQUIRED
Kick-off Meeting - Discuss Communication/Project team - Review implementation tasks - Review implementation approach - Distribute kickoff meeting package - Discuss timelines to meet Purchasing Entity's goal	Week 1	eSolutions/Client	1hr
Project Meetings with eSolutions - Check-in on pending tasks - Discuss/review next tasks	As Scheduled	eSolutions/Client	1 hr per meeting
Installation/Configuration of tool - Installation of Content Files - Installation of Email Templates - Installation of Users and Groups - Installation of setup data	Week 1	eSolutions	40 hrs
Setup themed page from website	Week 2	eSolutions	6hrs
Distribute Kickoff meeting package - Communication kit for all stakeholders (Internal, External and Vendors (sample announcements) - Client setup document - Bid language for bid templates - Implementation timeline with tasks - Dates for project check-ins and other meetings	Week 2	eSolutions	16hrs
Change Management Meetings (Bid Mgmt) - Review of current procurement process - Deep dive walk through of phase 1 - Identify areas of change/gaps from current process to new process in bids&tenders tool	Week 2 -3	eSolutions/Client	2-3hrs

TASK	DATE	ASSIGNED TO	HOURS REQUIRED
Change Management Meetings (Contracts) - Review of current procurement process - Deep dive walk through of phase 1 - Identify areas of change/gaps from current process to new process in bids&tenders tool	Week 2 -3	eSolutions/Client	2-3hrs

TASK	DATE	ASSIGNED TO	HOURS REQUIRED
Review & Complete client setup document and provide back to eSolutions - Departments / Divisions - Plan taker Terms of Service - User List - Bid Types	Week 2 – 4	Client	4hrs
Review and approve media release and web announcement	Week 4	Client, Client Communications	2hrs
Provide emails / contact info for existing vendor data base and stakeholders (for eSolutions to send out announcement)	Week 5	Client	30 minutes to 1.5hrs (Depends on current format, or if it even exists)
Communication Plan - Internal communication to staff (email, memo, report, demo) - External Communication (media release, social media) - Vendor Communication (enews announcement) - Purchasing landing page content reviewed and revised if necessary - Bids&tenders home page reviewed and revised if necessary	Week 5	eSolutions, Client, communications	2 -3 Hours (usually communications department is involved with this)
Contract Data to be imported (if applicable) Complete excel spreadsheet of contract information for eSolutions to import	Week 5	eSolutions	40 hrs (Depends on current format or if it is even summarized into a format)
Arrange Training Room	Week 5	Client	15 minutes
Send training agenda	Week 5	eSolutions	30 minutes

TASK	DATE	ASSIGNED TO	HOURS REQUIRED
Bid Management Training (In person) ▪ Bid Management (procurement cycle) ▪ All purchasing staff	Week 6	eSolutions/Client	5hrs
Contracts Training (In Person) ▪ Contracts (Award to life of contract) ▪ All purchasing staff	Week 6	eSolutions/Client	3hrs
Configuration Training (Online) ▪ Permissions ▪ Groups ▪ Configurations ▪ Purchasing Power users	Week 6	eSolutions/Client	2 hrs
Review Contract Import Data ▪ Review imported data ▪ Clean up data where necessary	Week 7	Client	3 hrs (Depends on number of contracts)
Gather roster lists / VOR lists so they can be created in bids&tenders™ (if applicable)	Week 6/7	Client	2-4hrs (Depends on current format, or if it even exists or applicable)
Roster lists setup (if applicable) ▪ Client to gather up-to-date roster lists in a workable format ▪ eSolutions will provide hands on training to show one of team members how to add the vendors to the rosters and how to setup the rosters. Each roster may take between 10- 2hrs (depending on how many vendors are on each roster)	Week 7	eSolutions/Client	TBD – depends on number of items
Go Live: Phase 1 Launch: Bid Management	Week 7	eSolutions	1hr

Phase 2: eBidding

TASK	DATE	ASSIGNED TO	HOURS REQUIRED
Kick-off Meeting - Demo of ebidding - Discuss Communication/Project team - Review implementation tasks - Review implementation approach - Distribute kickoff meeting package - Discuss timelines	Week 1	eSolutions/Client	1hr
Project Meetings with eSolutions - Check-in on pending tasks - Discuss/review next tasks	As Scheduled	eSolutions/Client	1 hr per meeting
Provide existing tender and RFx templates to eSolutions so we can provide suggestions on where changes need to occur in the templates to allow for an electronic bidding process	Week 1	Client	30 minutes
eSolutions to review templates and provide suggestions on changes required to bid documents for electronic bidding process	Week 2	eSolutions	2 hours per document depending on level of detail in docs
Revise bid templates/bylaws/policies and make necessary changes to accommodate the e-bidding process	Week 3-5	Client, legal	2 hours per document, depending on level of detail in docs. Usually requires Legal's input and review
Change Management Meetings (ebidding) - Deep dive walk through of phase 2 - Identify key decisions to be made before transitioning to an electronic submissions - Identify areas of change/gaps from current process to new process in bids&tenders tool	Week 3	eSolutions/Client	3-5hrs
Setup bid forms in bids&tenders	Week 4	eSolutions,	8hrs
Onsite meeting to review bid forms and establish eBid templates with purchasing staff	Week 5	eSolutions/Client	4hrs

TASK	DATE	ASSIGNED TO	HOURS REQUIRED
eBidding Training (In Person) - Working from templates - Creating, editing and copying forms - Setup an ebid from start to finish	Week 6	eSolutions/Client	14hrs
Communication Plan - Internal communication to staff (email, memo, report, demo) - External Communication (media release, social media) - Vendor Communication (enews announcement) - Purchasing landing page content reviewed and revised if necessary - bids&tenders home page reviewed and revised if necessary	Week 4-6	eSolutions, Client, communications	2 -3 Hours (usually communications department is involved with this)
Vendor Demo Day - eSolutions to co-facilitate vendor demo day - Live demonstration to vendors on how to create an account, submit a bid and manage their profile - Can be done in person or online or both options provided	Week 4	eSolutions/Client	2-3 hours
*Go Live: Phase 2 Launch: Bid Posting & Ebidding	Week 6		
Support and Maintenance	Ongoing	eSolutions/Client	Support staff will review the first 2 ebids with staff prior to posting
KPI Review 6 months post launch, review # of bids, # of plan takers, # of submissions, # of compliant submissions, # of days from start time to award	+6 months launch	eSolutions/Client	

Phase 3: RFP Evaluations

TASK	DATE	ASSIGNED TO	HOURS REQUIRED
Install RFx module	Week 1	eSolutions	4hrs
Change Management Meetings (RFX Evaluations) ▪ Deep dive walk through of phase 3 ▪ Identify key decisions to be made before transitioning to online evaluations ▪ Identify areas of change/gaps from current process to new process in bids&tenders tool	Week 2	eSolutions, Client	3-5hrs
Project Meetings with eSolutions ▪ Check-in on pending tasks ▪ Discuss/review next tasks	As Scheduled	eSolutions, Client	1 hr per meeting
Communication ▪ Communication to staff about new tool ▪ Update any policies/procedures/guides	Week 3	Client	6 -8 hrs
RFX Evaluation Training (In person)	Week 4	Client/eSolutions	Six (6) hrs
Go Live: Phase 3: RFx Evaluations	Week 5	eSolutions, Client	

Phase 4: Vendor Performance Management

TASK	DATE	ASSIGNED TO	HOURS REQUIRED
Install Vendor Performance module	Week 1	eSolutions	4hrs
Client to provide policy/procedures on Vendor performance for eSolutions to review	Week 3	eSolutions	30 min
Change Management Meetings ▪ Deep dive walk through of phase 3 ▪ Identify key decisions to be made before transitioning to online evaluations ▪ Identify areas of change/gaps from current process to new process in bids&tenders tool	Week 2 to 4	eSolutions, Client	3-5hrs
eSolutions to setup and configure system based final process	Week 3	eSolutions	40hrs
Vendor Performance Training (In Person) ▪ All purchasing staff ▪ Contract to vendor performance	Week 4	eSolutions, Client	3hrs

TASK	DATE	ASSIGNED TO	HOURS REQUIRED
Setup/issue a vendor performance			
Communication - Communication to staff about new tool - Update any policies/procedures/guides	Week 5	Client	6 -8 hrs
Go Live: Phase 4: Vendor Performance	Week 6	eSolutions, client	1hr

The training plan can be customized to meet the needs of the Purchasing Entity and their roll out plan.

Training for Evaluators

The RFx Online Evaluations is a very easy to use and simple interface that allows the evaluators to securely login and complete the evaluations online. Since this process is quite simple, pre-recorded videos and how-to guides have been generated. If the Purchasing Entity would prefer to have a live instructor led session, eSolutions can facilitate an online live WebEx to give them an over view and show them how to complete an evaluation online.

Training for User Departments for Contracts and/or Vendor Performance Evaluations

The Vendor Performance Evaluation module is also very easy to use and simple interface that allows the user departments to fill out a survey like form. Since this process is quite simple, pre-recorded videos and how-to guides have been generated. If the Purchasing Entity would prefer to have a live instructor led session, eSolutions can facilitate an online live WebEx to give them an over view and show them how to complete an evaluation online. This session would take less than 20 minutes.

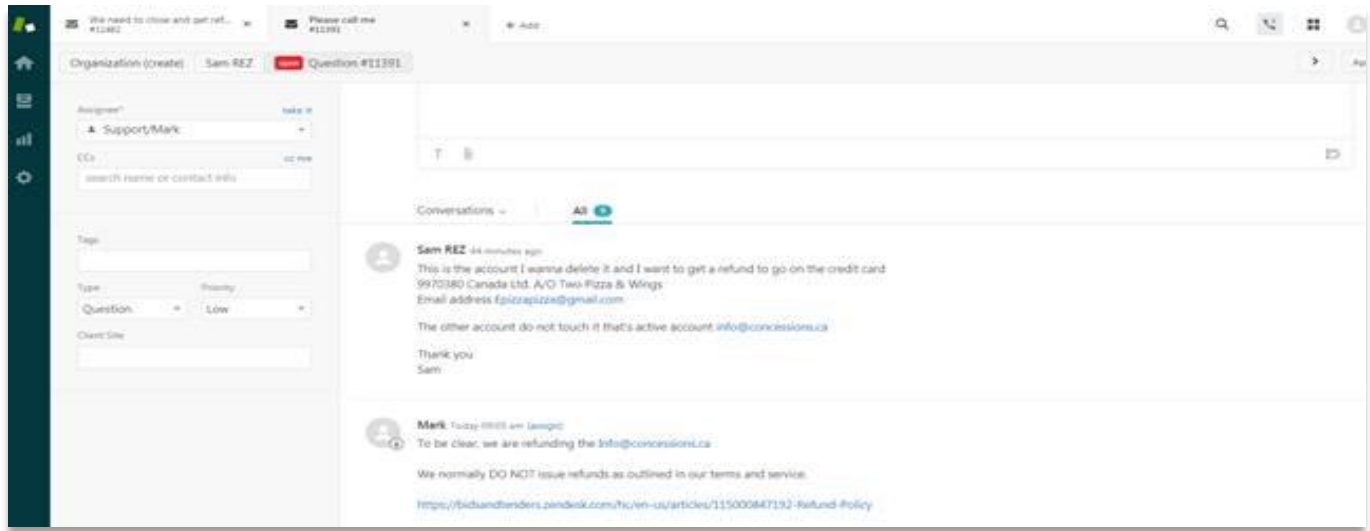
Support for Staff and Vendors

eSolutions has a dedicated support team for our bids&tenders clients and Vendor Community. Our staff have the required knowledge of the procurement process, laws, and understand Canadian public procurement.

Contact information for a primary support contact is provided, which includes direct line phone number, cell phone number and direct email contact.

In addition, eSolutions provides end user support located out of Waterloo, Ontario. We have a toll free number, live chat, and email /ticket system. Support will be available by telephone, or by eMail and is available 8:00am-6:00pm (EST), Monday to Friday. Emergency support outside of regular business hours is also available by telephone.

Screen-print of our Ticketing system for support calls.



Support and Training for Vendors

Vendor Day – “How to do business with Agency”

As part of our rollout and implementation, we highly recommend engaging with the vendor community through in person and online webinars. We recommend that eSolutions co-facilitate an in-person

“Vendor Day” and invite the current and potential vendors in for a session on “how to do business with the Agency”. During this session, eSolutions will provide a demonstration of the software and walk through the eBidding process. This will allow the vendors to see how to create an account, manage their contact and notification preferences and see how to submit a bid online. During this session, the Agency can provide information on the process and expectations, along with answer any questions the audience may have about procurement in general.

We also recommend that one or two sessions be available via WebEx.

Ongoing Training for Vendors (no cost)

eSolutions has the following resources available for vendors:

1. On demand webinars on how to create an account, find bids and submit bids online
2. Online Video Tutorials
3. Step by Step Guide for creating an account, registering and submitting bids, and updating account
4. FAQ guide for vendors

8.3.8 The State of Utah expects Offeror to update the services periodically as technology changes.

Offer must describe:

How Offeror's services during Service Line Additions and Updates pursuant to section 2.12 will continue to meet the requirements outlined therein.	eSolutions agrees that any new services that are introduced must meet the minimum specifications and terms and conditions outlined in the resulting master agreement and in the Offeror's response to this solicitation. New additions with accompanying terms and conditions may not diminish or weaken existing terms and conditions in the judgment of the State of Utah (lead state). Pricing will utilize the same pricing structure as was used for services falling into the same service category and the same minimum discounts will apply to the new services.
How Offeror will maintain discounts at the levels set forth in the contract.	eSolutions has made a careful deliberation of our proposed discount to ensure it is sustainable throughout the term of the State of Utah Cloud Service contract. We furthermore agree that the same minimum discount identified on in our cost proposal will apply to the new solutions and services.
How Offeror will report to the Purchasing Entities, as needed, regarding changes in technology and make recommendations for service updates.	Through comprehensive user-groups and feedback sessions, we continuously improve the platform based on the growing needs and demands of our industry. Ongoing shifts and developments in technology allow us to improve the platform and its functionality every day. As a bids&tenders™ client, you don't just get a product, you receive a solution that scales with the newest technology, software and upgrades available, always free of charge. Our customer service is also complimentary, and second-to-none. bids&tenders has a very active product roadmap: we release new features every 6 to 8 weeks. Most of these features are new feature requests from our User Group. We encourage them to send us their ideas and feedback and we listen and we follow through and deliver a steady release cycle of great features. bids&tenders is updated on a regular 6-8 week period. These updates will be provided to the Purchasing Entity and will not cause disruption of service to Purchasing Entity users or the vendor community. Two weeks prior to the update a notice will be sent out to the users announcing the update and the included features. Part of the announcement will include updated user guides, a link to register for a webinar that shows the new features and any new videos.
How Offeror will provide transition support to any Purchasing Entity whose operations may be negatively impacted by the service change.	The bids&tenders team will work with the Purchasing Entity to identify solutions to any concerns the Purchasing Entity has with respect to impacts of its operations. To-date, this has not occurred over the 15 year life of the product (across many different versions). This is due to proactive communications and including our clients in our product development process through our user groups.

8.5 (E) SECURITY OF INFORMATION

Requirement	eSolutions' Response
8.5.1 Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.	All of the data that is within the system can always be accessed by the Purchasing Entity. eSolutions does not "archive" data from the Purchasing Entity. However, destruction protocols can be setup and configured to destroy data after a set period of time (e.g., 7 years). Our backend clean system does move data from the active data server to an archive database server but the data is still available through the interfaces. During our Discovery meeting with each Client, we review any requirements by the Client for their data to be destroyed. This protocol is finalized, in writing in the new Client setup document. The majority of our clients do not want their data destroyed.
8.5.2 Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.	eSolutions will make this part of our new client orientation package to review and confirm with the Entity on privacy and confidentiality requirements. We confirm and agree that we will ensure the integrity, confidentiality and security of the Entity's and Vendor data within the our solution, in accordance with all applicable Federal, State and Local laws and regulations.
8.5.3 Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.	eSolutions' staff support protocol is to not access Purchasing Entity data or accounts unless explicitly authorized by the Purchasing Entity (e.g., through a support ticket) or as necessary to address critical operational availability of the platform, unless authorized by the Master Agreement, Participating Addendum, or applicable Serve Level Agreement. All staff are trained to abide by this protocol.

8.6 (E) PRIVACY AND SECURITY

Requirement	eSolutions' Response
8.6.1 Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in Attachment D , including supporting the different types of data that you may receive.	eSolutions confirms and commits for the proposed solutions to comply with NIST Special Publication 800-145. The solution was architected as a SaaS cloud solution as defined by NIST Special Publication 800-145, and future updates to the solution will remain compliant with this standard, including meeting the essential characteristics, service models, and deployment models. The solutions will remain capable of handling low risk and moderate risk data as described in Attachment D.
8.6.2 Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800-171, and FIPS 200 if they apply.	eSolutions has an operational security policy that is distributed in whole or in part to all staff that use, maintain or access information technology systems. We ensure we provide guidance to all staff on identifying and classifying and organizing sensitive information such as personally identifiable information. eSolutions software adheres to the CASL, ADA (WCAG), PIPEDA, and MFIPPA requirements. We confirm our commitment to provide evidence in support of our system integrity and our commitment to confidentiality. Security is imperative to our Team as such we not only have staff that are certified security auditors but we also get 3rd party security scans and by our clients. York Region (IBM), Region of Durham (Deloitte review, plus ethical hacking). Our ISO 27001 compliance is in progress and is expected by the end of 2018. We are PCI DSS compliant and audited by NCI Trustwave on a regular basis. As noted above, the data is hosted by Microsoft Azure and their compliance is audited and publically reported. Our lone subcontractor for hosting services, Microsoft Azure meets a broad set of international and industry-specific compliance standards, such as ISO 27001, HIPAA, FedRAMP, SOC 1 and SOC 2, as well as country-specific standards like Canadian privacy laws—such as the Privacy Act, Personal Information Protection and Electronic Documents Act (PIPEDA), Alberta Personal Information Protection Act (PIPA), and British Columbia Freedom of Information and Protection of Privacy Act (BC FIPPA)—aim to protect the privacy of individuals, and give them the right to access information gathered about them.

8.6.3 Offeror must describe its security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.	eSolutions maintains trained security assessors on staff who as part of the quality assurance process scan, test and evaluate applications for vulnerabilities. Guidance and controls for the assessments are obtained from many security standard and guidelines including OWASP, NIST, and PCI among others. As part of our vulnerability management program a multi-discipline security team meets regularly to discuss and track the lifecycle of vulnerabilities through to resolution.
8.6.4 Offeror must describe its data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).	All staff receive mandatory training with yearly refreshers on information security and confidentiality standards and practices. These include: ▪ Validating change requests and requests for information – is the person asking legitimate and authorized to request the change or receive the information? ▪ Policy of not sharing data / client information unless explicitly granted by the client ▪ Routine audits of staff that have administrative access and ensuring that it is still needed ▪ Security policy on laptops and mobile devices – strong passphrases, auto lock, remote wipe, staff operate as limited-access users (not administrators), restrictions on remote access
8.6.5 Offeror must provide a detailed list of the third-party attestations, reports, security credentials (e.g., FedRamp High, FedRamp Moderate, etc.), and certifications relating to data security, integrity, and other controls.	eSolutions does not have any third party attestations. eSolutions is happy to comply if a Purchasing Entity would like to perform a third party attestation.

8.6.6 Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.	Access to eSolutions systems/servers are logged including: date/time, IP address, browser user agent, and user name. Bids&tenders offers extensive audit logging for a wide variety of user interactions. Special focus is paid to the online submission process keeping detailed audit events at each step of the submission. A subset of the audit logs are available for review through the UI and all are available upon request. Each logged event includes a date of event, user details, action performed and an IP address
8.6.7 Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.	Product is built within a multi-tenant environment partitioning data amongst clients. A client can only view data pertaining to their own agency. Within an agency, tenders and tender-related information can be restricted by department or division.
8.6.8 Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.	eSolutions will respond immediately upon notification, and will provide a timeline as soon as the scope is known. Often, mitigation factors are in place within hours. Upon notification, eSolutions will immediately communicate with the Purchasing Entity all knowledge of the incident and notify our Development and Operations Principals, and the information systems and development teams as appropriate to investigate and resolve the challenge. eSolutions may need to remove vulnerable hosted solutions or applications from service in order to prevent further exploits. eSolutions will also then need to carefully investigate to identify what additional systems may have been affected or if data sets were exposed. The owners of the affected data or applications will be informed and additional action will be determined based upon the specific details of the exploit or exposure. Mitigation steps and timelines will be provided within 24 hours of notification. A formal incident report will also be prepared and provided within 48 hours of the incident occurring. Incident reports contain data such as the time the incident was identified, the time the incident occurred, the scope of the data or systems affected by the incident, documentation of actions taken as a result of the incident, documentation of action to be taken in the future as a result of the incident, documentation of individuals or identities involved in the incident, as well as any parties that have been made aware of the incident. eSolutions is happy to work with Purchasing Entities if their notification requirements differ from the above.

8.6.9 Offeror must describe and identify whether or not it has any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.	Our information security measures enable secure information access and maintains the trust of our clients. We secure data through a robust Information Security program that includes; ▪ Security focused software development lifecycle; ▪ Comprehensive logical security controls; ▪ Physical security controls; ▪ Threat management practice; ▪ Strong encryption technologies; ▪ Flexible identity management systems; and ▪ Continual improvement of the Information Security program and its practices.
8.6.10 Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS).	The solution as proposed is deployed as a Software as a Service (SaaS) offering. eSolutions does not provide IaaS and PaaS solutions. eSolutions security technical references adopt guidance from industry standards such as PCI, ISO, NIST and OWASP. eSolutions maintains security as a front-of-mind practice in all aspects of technical architecture, network configuration and development and change practice.
8.6.11 Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Offeror's employees who have access to sensitive data.	All eSolutions employees go through a background check as a condition of hire. In certain instances, some eSolutions employees have had additional criminal background checks at the request of a client. eSolutions is happy to discuss and comply with additional checks as required by Purchasing Entities.
8.6.12 Describe the security measures and standards (i.e. NIST) which the Offeror has in place to secure the confidentiality of data at rest and in transit.	eSolutions is committed to ensuring it complies with applicable obligations with regard to privacy and security of stored data. eSolutions staff are required to maintain the confidentiality of customer data and a failure to meet this obligation may result in disciplinary actions up to and including termination of employment. eSolutions strives to maintain data security standards by: ▪ defining security requirements; ▪ building secure solutions; ▪ adopting guidance from data security standards such as ISO, PCI, NIST, etc. ▪ implementing strong access controls; ▪ implementing auditing and logging for data access; and ▪ reporting suspected personal data breaches.

8.6.13 Describe policies and procedures regarding notification to both the State and the Cardholders of a data breach, as defined in this RFP, and the mitigation of such a breach.	Personal Data breaches occur when there is unauthorized access to, disclosure of, or loss of personal data. We require our people to report suspected personal data breaches. Upon detection of a breach of data, real or suspected, internal processes are initiated to communicate the scope of the breach. Affected parties are immediately notified of the breach and an incident owner is determined who is to be the primary point of contact throughout the investigation and mitigation of the incident. An output of the incident response process is a comprehensive document outlining the scope, root cause analysis and contributing factors to the breach with the objective of continually evolving and improving security practice.
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8.7 (E) MIGRATION AND REDEPLOYMENT PLAN

8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.	eSolutions may extract customer data from the Azure hosted solution at any time. Should the agreement with Azure terminate for any reason the data may be retained for up to 90 days so that we may extract it. eSolutions would extract an export of any data prior to the termination of the contract. In the 15 years bids&tenders has been running, we have never had a single client move away from the platform. In case of termination, requested in writing and with 30 days notice, eSolutions will provide a data export to the Purchasing Entity in a secure digital package. Once the Purchasing Entity has confirmed receipt of the data, the Purchasing Entity will authorize destruction. eSolutions will remove all Purchasing Entity data from the production servers and databases. When removed from service any hard drives containing customer data are removed and are physically destroyed by a data disposal company and eSolutions is provided with a certificate of destruction. All Purchasing Entity data is subject to the same security and privacy standards as documented in sections 8.5 and 8.6. Data backups/exports are stored on a secure server, only accessible by authorized eSolutions staff.
8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that	We do not have a transition out plan, as we do not transition clients out of our software, however for the purpose of the response, we will provide a transition out plan within the contract if we are the successful proponent. Our transition out plan will contain: 1. eSolutions must receive request for contract termination in writing from the Purchasing Entity project sponsor

describes the return of data to a customer.	2. We require a minimum of 30 days' notice for termination 3. eSolutions and the Purchasing Entity will agree upon a termination date 4. On the termination date, eSolutions will provide a full backup of all Purchasing Entity data 5. eSolutions will require confirmation of receipt of data and request data destruction and disposal approval from the Purchasing Entity 6. Upon confirmation, eSolutions will process the destruction and disposal of data. 7. eSolutions will provide the Purchasing Entity with the certificate of destruction
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8.8 (E) SERVICE OR DATA RECOVERY

Requirement	eSolutions' Response
8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.	
a. Extended downtime	Depending upon the nature of the incident that is affecting availability eSolutions team immediately takes action to recover services in an appropriate manner. eSolutions has the ability to fail the solution over to an alternate Azure data center in the event of an extended outage.
b. Suffers an unrecoverable loss of data	Depending upon the nature of the loss of data, the eSolutions team immediately takes action to restore the appropriate data from off-site backups.
c. Offeror experiences a system failure.	Depending upon the nature of the incident that is affecting availability, the eSolutions team immediately takes action to recover services in an appropriate manner. eSolutions has the ability to fail the solution over to an alternate Azure data center in the event of an extended outage.
d. Ability to recover and restore data within 4 business hours in the event of a severe system outage.	eSolutions confirms ability to do so – see e below.
e. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).	Our target availability objectives are as follows: eSolutions has leveraged Microsoft Azure services in order to architect a highly available solution distributed across multiple and geographically diverse data centres. The solution and disaster recovery plan is designed to not only be highly available, but also to facilitate recovery to an alternate data centre in the event of a catastrophic failure in the primary deployment. eSolutions maintains a target availability objective of 99.99% uptime (excluding scheduled maintenance), a recovery time objective (RTO) of 4 hours, and a recovery point objective (RPO) of 24 hours.

Requirement	eSolutions' Response
8.8.2 Describe your methodologies for the following backup and restore services:	
a. Method of data backups	Data is backed up at least daily to storage located in a separate and geographically diverse Azure data center.
b. Method of server image backups	Server images are backed up at least daily to storage located in a geographically diverse Azure data center. Daily backups are maintained for 7 days, weekly backups for 4 weeks, monthly backups for 6 months.
c. Digital location of backup storage (secondary storage, tape, etc.)	All backups are located on logical disks in a geographically diverse Azure data center.
d. Alternate data center strategies for primary data centers within the continental United States.	Multiple Microsoft Azure data centers in the continental US will be used to provide geographic resiliency. In the event the primary data center goes down, the data in the second Microsoft Azure data center would automatically come online and take over as the primary data center.

8.9 (E) DATA PROTECTION

Requirement	eSolutions' Response
8.9.1 Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.	All data is encrypted during the transmission process, bids&tenders uses the same level of encryption that is used by the banks (TLS (SSL) with at least 2048 bit encryption level with a 256 bit cypher) . All submission data is locked in a virtual locked box until the closing time. Data at rest is encrypted using Transparent Data Encryption.
8.9.2 Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.	eSolutions would be agreeable to negotiate an agreement with an Entity .

Requirement	eSolutions' Response
8.9.3 Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.	eSolutions has an internal privacy policy that states the following: ■ eSolutions is committed to using information provided to eSolutions only for the purposes for which it was provided. We do not share, sell or rent private information without advance permission or unless ordered by a court of law. ■ Employees in this profession have access to confidential information and hold positions of trust. The continuing trust of eSolutions' clients is based on the knowledge that the company's employees will treat all information to which they have access as strictly confidential. ■ Employees are not to divulge confidential information under any circumstances, except as required in the course of work. Certain information is not appropriate to be divulged in any circumstances, including personal information about other employees, and may require evaluation and discussion with the employee's Supervisor and Managing Director. The policy in full includes a description of the penalties for deliberate or inadvertent disclosure of confidential information as well as definitions of the terms used within the policy.

8.10 (E) SERVICE LEVEL AGREEMENTS

Requirement	eSolutions' Response
8.10.1 Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.	eSolutions will negotiate and SLA changes with an Agency.
8.10.2 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating	APPENDIX B – SERVICE LEVEL AGREEMENT This Service Level Agreement ("SLA") applies only to (i) service outages directly related to bandwidth and/or physical space services provided within the eSolutions Network, (ii) response times following the failure of a hardware component being monitored and managed by eSolutions.

Requirement	eSolutions' Response
parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.	Bids and Tenders Service Performance and Monitoring eSolutions shall provide the following service performance benchmarks: - Services shall average less than 8 seconds response time for 80% of requests as measured by server response time only, not network transmission time. - Services shall average 99.9% up time. This would be exclusive of regularly scheduled maintenance events. - eSolutions shall post an approved message in the event of a Service outage that lasts longer than 60 minutes. Bids and Tenders Service Availability and Monitoring Services shall be operational and monitored 24 hours per day, 7 days per week. Monitoring shall be done by executing a connection to the provided service. In the event a server fails to respond to the connection request over a sustained 5 minute period, a eSolutions system administrator is automatically notified of a potential server outage. An eSolutions system administrator shall initiate an investigation within 5 minutes of such a notification to identify whether there is a problem and shall initiate work to restore server to normal operating capacity Customer Service eSolutions shall provide reasonable commercial efforts to be immediately available via your Customer Account Manager or Technical Contact person. eSolutions will respond to all Customer requests related to the Services, the administration of the Services and the availability of the Services within the same business day. eSolutions shall initiate actions to respond to a customer inquiry within one business day of being notified. eSolutions shall notify Customer via the following email addresses in case of a service outage: _____ If Customer experiences a service outage, Customer may contact eSolutions personnel in the following manner: Phone: Bids & Tenders Support Line – Primary 1-800-594-4798 - eSolutionsGroup Ltd. Support Line - Secondary - 1-866-691-5528 eMail: Primary: support@bidsandtenders.ca Secondary: productsupport@esolutionsgroup.ca Browser Support For hosted solutions that are coded and developed by eSolutions we strive to support most commonly used and current browsers. During the development and internal QA process, we ensure that our deliverables work correctly with the latest versions of popular mainstream browsers. The developers of the mainstream browsers are continually deploying new software and versions to meet emerging technology trends and user needs. In some cases these developers may discontinue support and maintenance of a version or a feature. As such, eSolutions is not obligated to ensure that our products will work correctly with discontinued software, or browsers that are no longer maintained or supported by its developer.

Maintenance Windows

The eSolutions standard maintenance windows are currently between 10 PM and 1 AM (EST) on the 3rd Tuesday of the month. eSolutions reserves the right in its sole discretion to alter these standard maintenance windows or to schedule a non-standard maintenance window from time to time by giving 24 hours notice to the Customer.

APPENDIX C – ACCESSING CUSTOMER SUPPORT

How?

You may use one of the two methods to contact eSolutions for support:

*Please note: If you are experiencing a system outage, please phone us.

Phone:

- **Bids & Tenders Support Line – Primary 1-800-594-4798**
- eSolutionsGroup Ltd. Support Line - Secondary - 1-866-691-5528

eMail:

- **Bids & Tenders Support Email - Primary: support@bidsandtenders.ca**
- eSolutionsGroup Ltd. Support - Secondary: productsupport@esolutionsgroup.ca

What?

Please be prepared to provide the following details (or include these details in your email). A helpful support ticket will be issued so that your issue is dealt with in an expedient manner.

1. What is your preferred method of contact (ie. eMail or Phone - please provide a number)
2. When can you be reached by our support staff for resolution.
3. Please describe the challenge that you are having in detail.
4. Please provide details of any error messages that you are receiving.
5. Please briefly describe what you were doing at the time the error occurred.
6. Please explain the urgency of your request.
7. Please provide any other details that may be pertinent.

It is understood that in some cases providing these specific details may not be possible. Providing as much detail as is applicable will help eSolutions' staff respond in an efficient manner. To provide continued service and support and to enable us to communicate effectively keeping you up-to-date on your services, we require that you take a few moments to fill in the following form and return as soon as possible.

General Company Information:

Company name:	
Company Website:	
Address:	
City:	
Postal Code:	
System Outage Contact	
Job Title:	
Phone:	

Requirement	eSolutions' Response																																																																								
	<table border="1"> <tr> <td>E-mail:</td> <td></td> </tr> <tr> <td>Alternate e-mail:</td> <td></td> </tr> <tr> <td>Cell / Pager:</td> <td></td> </tr> </table> List of Contacts authorized to contact eSolutionsGroup for support <table border="1"> <tr> <td>Company name (if different):</td> <td></td> </tr> <tr> <td>Technical Contact (if different):</td> <td></td> </tr> <tr> <td>Job Title:</td> <td></td> </tr> <tr> <td>Phone:</td> <td></td> </tr> <tr> <td>e-mail:</td> <td></td> </tr> <tr> <td>Alternate e-mail:</td> <td></td> </tr> <tr> <td>Cell / Pager:</td> <td></td> </tr> </table> <table border="1"> <tr> <td>Company name (if different):</td> <td></td> </tr> <tr> <td>Contact (if different):</td> <td></td> </tr> <tr> <td>Job Title:</td> <td></td> </tr> <tr> <td>Phone:</td> <td></td> </tr> <tr> <td>e-mail:</td> <td></td> </tr> <tr> <td>Alternate e-mail:</td> <td></td> </tr> <tr> <td>Cell / Pager:</td> <td></td> </tr> </table> <table border="1"> <tr> <td>Company name (if different):</td> <td></td> </tr> <tr> <td>Contact (if different):</td> <td></td> </tr> <tr> <td>Job Title:</td> <td></td> </tr> <tr> <td>Phone:</td> <td></td> </tr> <tr> <td>e-mail:</td> <td></td> </tr> <tr> <td>Alternate e-mail:</td> <td></td> </tr> <tr> <td>Cell / Pager:</td> <td></td> </tr> </table> Escalation Procedures eSolutions' software's escalation procedures raise the visibility and importance of your problem within our software. At the discretion of eSolutionsGroup, project manager, customer product support issues may be escalated internally to senior support technician, the product support manager, or the development team. <table border="1"> <tr> <td>Job Title:</td> <td>Product Support</td> </tr> <tr> <td>Contact:</td> <td>Support</td> </tr> <tr> <td>Phone:</td> <td>1-800-594-4798</td> </tr> <tr> <td>e-mail:</td> <td>support@bidsandtenders.ca</td> </tr> </table> <table border="1"> <tr> <td>Job Title:</td> <td>Account Manager</td> </tr> <tr> <td>Contact:</td> <td>Christine Wood</td> </tr> <tr> <td>Phone:</td> <td>289-453-2026</td> </tr> <tr> <td>e-mail:</td> <td>cwood@esolutionsgroup.ca</td> </tr> <tr> <td>Cell / Pager:</td> <td>289-926-8786</td> </tr> </table> <table border="1"> <tr> <td>Job Title:</td> <td>Senior Support</td> </tr> <tr> <td>Contact:</td> <td>Dave Tran Dave Isserlin</td> </tr> <tr> <td>Phone:</td> <td>519-884-3352 519-884-3352</td> </tr> </table>	E-mail:		Alternate e-mail:		Cell / Pager:		Company name (if different):		Technical Contact (if different):		Job Title:		Phone:		e-mail:		Alternate e-mail:		Cell / Pager:		Company name (if different):		Contact (if different):		Job Title:		Phone:		e-mail:		Alternate e-mail:		Cell / Pager:		Company name (if different):		Contact (if different):		Job Title:		Phone:		e-mail:		Alternate e-mail:		Cell / Pager:		Job Title:	Product Support	Contact:	Support	Phone:	1-800-594-4798	e-mail:	support@bidsandtenders.ca	Job Title:	Account Manager	Contact:	Christine Wood	Phone:	289-453-2026	e-mail:	cwood@esolutionsgroup.ca	Cell / Pager:	289-926-8786	Job Title:	Senior Support	Contact:	Dave Tran Dave Isserlin	Phone:	519-884-3352 519-884-3352
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Requirement	eSolutions' Response	
	e-mail:	dtran@esolutionsgroup.ca disserlin@esolutionsgroup.ca up.ca
	Job Title:	Principal
	Contact:	Alison Carden
	Phone:	519-884-3352
	e-mail:	acarden@esolutionsgroup.ca
	Cell / Pager:	519-404-5657

8.11 (E) DATA DISPOSAL

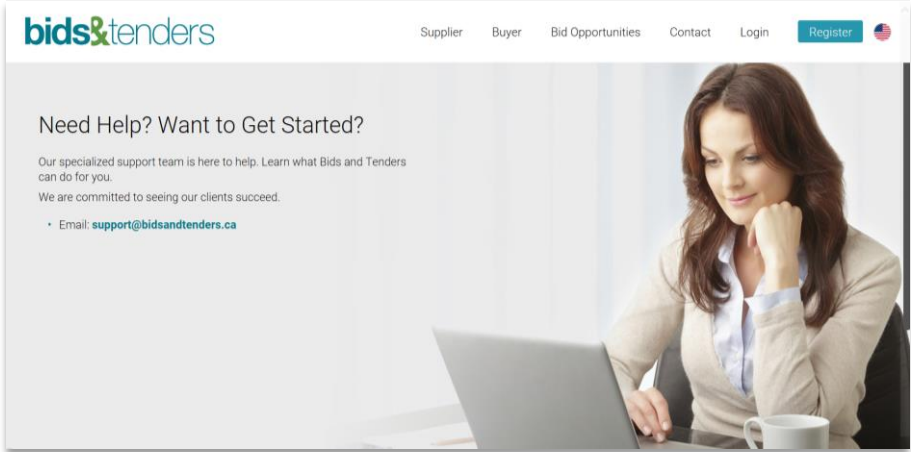
Requirement	eSolutions' Response
Specify your data disposal procedures and policies and destruction confirmation process.	Data disposal must be requested in writing by a Client. When removed from service any hard drives containing customer data are removed and are physically destroyed by a data disposal company and eSolutions is provided with a certificate of destruction which is provided to the Client.

8.12 (E) PERFORMANCE MEASURES AND REPORTING

Requirement	eSolutions' Response								
8.12.1 Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99.9% or greater availability.	We have created a robust solution by leveraging Microsoft highly available services and distributing service across Microsoft regional data centers. eSolutions will have the ability to recover services rapidly in an alternate data center if an incident occurs in the primary data center. eSolutions confirms meeting an application availability objective of 99.99%.								
8.12.2 Provide your standard uptime service and related Service Level Agreement (SLA) criteria.	Service Level Commitments <table> <tr> <th>Availability Objectives</th><th>Availability Objective</th></tr> <tr> <td>Application Availability</td><td>99.99%</td></tr> <tr> <td>Network Availability</td><td>99.995%</td></tr> <tr> <td>Power Availability</td><td>99.9995%</td></tr> </table> Recovery time: We have an Active/Active DR setup so there is no outage	Availability Objectives	Availability Objective	Application Availability	99.99%	Network Availability	99.995%	Power Availability	99.9995%
Availability Objectives	Availability Objective								
Application Availability	99.99%								
Network Availability	99.995%								
Power Availability	99.9995%								

Requirement	eSolutions' Response																				
	Service Level Agreement <table><tr><th>Severity Level</th><th>Description</th><th>Response Time</th><th>Resolution Time</th></tr><tr><td>1</td><td>Outage of system The production server/system is completely down and is not operational, or the operation of a mission critical application is severely impacted by the problem and work cannot reasonably continue. No acceptable work around exists.</td><td>Within 1 hour</td><td>ASAP</td></tr><tr><td>2</td><td>Limited or Failure of functionality There is limited use of the production server, application, or system. Some features work, but others do not. The production server or application is subject to periodic interruptions in service and is considered unstable after service has been restored. <i>E.g., an impairment on the public facing side of your application where there is no other way to complete the task</i></td><td>Within 4 hours</td><td>1 business day</td></tr><tr><td>3</td><td>Non-critical failure of product functionality that has no significant effect on productivity or overall product usage. This includes issues that have workarounds. <i>E.g. A product problem that results in a minor or no loss of service; however, you experience an inconvenience.</i></td><td>Within same business day</td><td>2 weeks</td></tr><tr><td>4</td><td>Used for cosmetic issues, feature requests, product enhancements, and all non-critical or non-time sensitive issues. There is no impact on the quality, performance or functionality of the product.</td><td>Same business day</td><td>Next product version release or before the end of Warranty Period</td></tr></table>	Severity Level	Description	Response Time	Resolution Time	1	Outage of system The production server/system is completely down and is not operational, or the operation of a mission critical application is severely impacted by the problem and work cannot reasonably continue. No acceptable work around exists.	Within 1 hour	ASAP	2	Limited or Failure of functionality There is limited use of the production server, application, or system. Some features work, but others do not. The production server or application is subject to periodic interruptions in service and is considered unstable after service has been restored. <i>E.g., an impairment on the public facing side of your application where there is no other way to complete the task</i>	Within 4 hours	1 business day	3	Non-critical failure of product functionality that has no significant effect on productivity or overall product usage. This includes issues that have workarounds. <i>E.g. A product problem that results in a minor or no loss of service; however, you experience an inconvenience.</i>	Within same business day	2 weeks	4	Used for cosmetic issues, feature requests, product enhancements, and all non-critical or non-time sensitive issues. There is no impact on the quality, performance or functionality of the product.	Same business day	Next product version release or before the end of Warranty Period
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8.12.3 Specify and provide the process to be used for the participating entity to call/contact you for support, who	eSolutions provides end user support located out of Waterloo, Ontario. We have a toll free number, live chat, email /ticket system, an online support community with documentation and videos.																				

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Requirement	eSolutions' Response
will be providing the support, and describe the basis of availability.	This support will be available by telephone, or by email and is available 7:00am-6:00pm (in the applicable time zones), Monday to Sunday. Emergency support outside of regular business hours is also available by telephone. See also our response to 8.18.3 for additional information on our support to both Buyers and Vendors. 
8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.	eSolutions is determined to provide the highest level of service we are able to give our customers. eSolutions makes use of redundant systems and networking components to allow for continued operation throughout minor system failures and avoid disruption to our client services. Our basic hosting agreement includes terms that allow for a refund of portions of the service fees in the event of an outage of more than 1 hour up to a maximum refund of the monthly fee.
8.12.5 Describe the firm's procedures and schedules for any planned downtime.	In the event that an extended outage of the services occurs the client is to be refunded 1/30 th of the monthly fees for the service for every full hour of downtime up to a maximum of the monthly fees for the service.
8.12.6 Describe the consequences/SLA remedies if disaster recovery metrics are not met.	In the event that an extended outage of the services occurs the client is to be refunded 1/30 th of the monthly fees for the service for every full hour of downtime up to a maximum of the monthly fees for the service.
8.12.7 Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.	eSolutions can provide batch statistics in the form of service delivery and performance reports on a monthly basis. The reports contain metrics of site availability, site response time, change tracking and other applicable information. A copy of a performance report is available upon request.

Requirement	eSolutions' Response
8.12.8 Ability to print historical, statistical, and usage reports locally.	eSolutions recommends using google analytics to retrieve website usage reports and statistics. Google Analytics is an easy to use tool that helps you to better analyze your website. Use a dashboard, create campaigns and take advantage of custom reports to focus on the statistics that are specific to your website needs. Best of all, Google Analytics is intuitive and your stats are displayed in a way that is visually appealing. Google constantly updates the platform to reflect the latest changes on the web. Google Analytics analyzes traffic for one or more websites and provides accurate and easy to understand reports on your visitors – where they come from, how they use your site, what converts them into customers and much more. Using the Audience Overview report, you will be able to quickly see how many visitors (sessions) and unique visitors (users) came to you website for any given date or time. The date range is customizable and easily expanded. It also includes the following key metrics: ■ Page views ■ Pages/Session ■ Average Session Duration ■ Bounce Rate ■ Percentage of New Sessions 
8.12.9 Offeror must describe whether or not its on-demand deployment is supported 24x365.	Confirmed. The deployment is supported 24x365.
8.12.10 Offeror must describe its scale-up and scale-down, and whether it is available 24x365.	Microsoft Azure will be used to scale up/down additional nodes as required. This ability is available 24x365.

8.13 (E) CLOUD SECURITY ALLIANCE

Requirement	eSolutions' Response
Describe and provide your level of disclosure with CSA Star Registry for each Solution offered.	
a. Completion of a CSA STAR Self-Assessment. (3 points)	Confirmed. A CSA STAR Self Assessment (CAIQ) has been provided with Appendix B.  CAIQ_v3.0.1-09-01-20 17_FINAL - eSolutions
b. Completion of Exhibits 1 <u>and</u> 2 to Attachment B. (3 points)	Exhibit 1 of Appendix B has been provided.
c. Completion of a CSA STAR Attestation, Certification, or Assessment. (4 points)	eSolutions does not have a CSA STAR Attestation, Certification, or self assessment other than the above.
d. Completion CSA STAR Continuous Monitoring. (5 points)	eSolutions does not have a CSA STAR Continuous Monitoring.

8.14 (E) SERVICE PROVISIONING

Requirement	eSolutions' Response
8.14.1 Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.	eSolutions can accommodate expedited implementations, however this is subject to the Client's Bid Templates, Procurement policies and processes being updated for electronic bidding and bonding. Our detailed implementation schedule for each module will overlap to accommodate this expedited implementation.
8.14.2 Describe in detail the standard lead-time for provisioning your Solutions.	bids&tenders modules can be either phased-in or implemented all at the same time. The vast majority of our clients opt for the phased-in approach as it provides time to update bid document/policies but most importantly staff seem to be more receptive and learn the system features with our phased-in plan. The typical delay is on the Client's side, ensuring their bid templates, procurement policy and procedures are changed for electronic bidding and digital bonding, which usually require legal review and the approval of their board or council. Our staff of former public procurement professionals will assist in providing suggested language and new processes for ebidding/ebonding.

Requirement	eSolutions' Response
	All modules implemented at one time can be accomplished within 8 weeks but this is dependent on the Client's readiness, as detailed above. For a phased-in implementation, Module One; Bid Management (Bid Advertising and Bid Document package posting) and eContracts can be implemented within 6 to 8 weeks from the date of contract execution. The remaining modules can be phased in at the request of a client, but typically; Phase Two: Electronic Bidding is implemented thirty to forty-five days after Phase One. The remaining modules Phase Three; RFP Evaluation is 30 days later and Phase Four; Vendor Performance Management follow 30 days later.

8.15 (E) BACK UP AND DISASTER PLAN

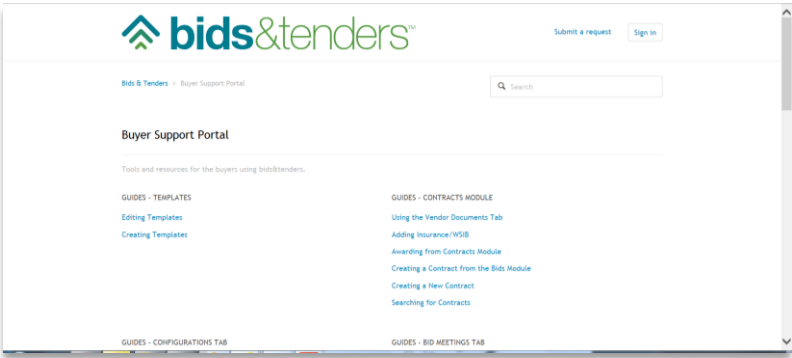
Requirement	eSolutions' Response
8.15.1 Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.	Daily backups are maintained for 7 days, weekly backups for 4 weeks, monthly backups for 6 months. The SaaS solution does not provide unique retentions policies per purchasing entity.
8.15.2 Describe any known inherent disaster recovery risks and provide potential mitigation strategies.	The solution is designed to be resilient, highly available and recoverable. It is understood that there is a risk in utilizing a single IaaS provider (Azure). It would be possible to architect a solution that leverages a second IaaS provider in order to mitigate that risk.
8.15.3 Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.	eSolutions has leveraged Azure cloud services which provides a flexible platform for the hosting infrastructure. Azure operates a broad and flexible scope of services across a number of data centers located in the US. The resilient and redundant scope of the Azure services allows the solution to be rapidly scaled or recovered as appropriate.

8.16 (E) HOSTING AND PROVISIONING

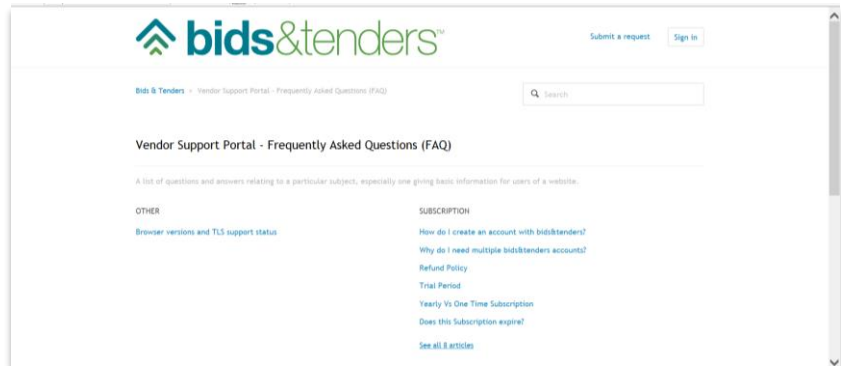
Requirement	eSolutions' Response
8.16.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.	eSolutions hosts and manages all the required cloud provisioning processes necessary to host the solution as a SaaS deployment.
8.16.2 Provide tool sets at minimum for:	
1. Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.)	As a fully managed SaaS solution, the customer does not have the requirement or access to deploy new servers.
2. Creating and storing server images for future multiple deployments	As a fully managed SaaS solution, the customer does not have the requirement or access to deploy new servers.
3. Securing additional storage space	As a fully managed SaaS solution, the customer does not have the requirement or access to deploy new storage.
4. Monitoring tools for use by each jurisdiction's authorized personnel – and this should ideally cover components of a public (respondent hosted) or hybrid cloud (including Participating entity resources).	As a fully managed SaaS solution, the customer does not have the requirement to monitor the cloud resources.

8.17 (E) TRIAL AND TESTING PERIODS (PRE- AND POST- PURCHASE)

Requirement	eSolutions' Response
8.17.1 Describe your testing and training periods that your offer for your service offerings.	<u>For pre-purchase:</u> ■ eSolutions offers recorded webinars on our solution that will provide an overview of our solution. ■ Deep-Dive web demonstrations are also available for each Purchasing Entity. eSolutions can provide prospective Clients access to a Trial Site and access to web-based training resources such as how to manuals, videos and access to our support personnel at no cost for a period of fifteen (15) days.

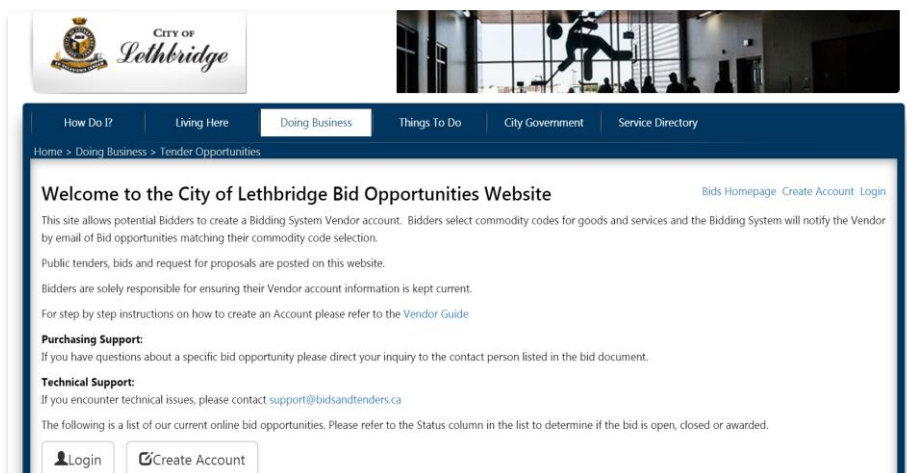
8.17.2 Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet mandatory requirements.	eSolutions can provide a demonstration of bids&tenders product along with additional information on our company, security, hosting infrastructure, etc. upon request..
8.18.3 Offeror must describe what training and support it provides at no additional cost.	<u>See 8.3.7 for our detailed Training outline for new Clients.</u> In addition, eSolutions provides end user support located out of Waterloo, Ontario. We have a toll free number, live chat, email /ticket system, an online support community with documentation and videos. This support will be available by telephone, or by email and is available 7:00am-6:00pm (in applicable time zones), Monday to Sunday. Emergency support outside of regular business hours is also available by telephone. <u>Ongoing Customer and Vendor Support:</u> bids&tenders has a large online help system with many short videos and guides. We also provide bilingual support to both staff and Vendors on an ongoing base. Response time is less than 2hrs for over 95% of our requests. Buyer Support material available on Zendesk include both "How to" manuals and webinars as shown on the following screen shots: 

Vendor Support material available on Zendesk include both “How to” manuals and webinars as shown on the following screen shots:



8.18 (E) INTEGRATION AND CUSTOMIZATION

Requirement	eSolutions' Response
8.18.1 Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.	bids&tenders eProcurement Solution can integrate with any system that has an API, Webservice, or a method to integrate. Integration costs are extra, but we recommend that our Clients use our solution for at least six months prior to any integration discussions, as most of our Clients have discovered that our solution can provide the information or fulfills the required needs without integration.
8.18.2 Describe the ways to customize and personalize the Solutions you provide to meet the needs of specific Purchasing Entities.	eSolutions will build a themed webpage to match each Purchasing Entity's website and brand. eSolutions will provide each Purchasing Entity with their own public bid posting portal where public / invitational / prequalification / multi-use roster opportunities can be posted. Each Purchasing Entity will receive a custom branded posting webpage, which allows FULL viewing of all public Bid opportunities without requiring any end user to login, signup or payment. This is configurable per bid, as some bids may not be viewable publicly, such as Invitational only bids.



- a. Our eContracts module can be used by each Purchasing Entity to manage non-Procurement contracts (start, option/renewals, end dates, insurance, workplace safety certificates for example: Warranties, etc
- b. By using our option API Link to our eContracts module (optional cost) your Purchasing Entity staff can have access through the intranet to all available contract information. This reduces maverick spending on off-contract spending and provides directs users to real-time current contract information.

8.19 (E) MARKETING PLAN

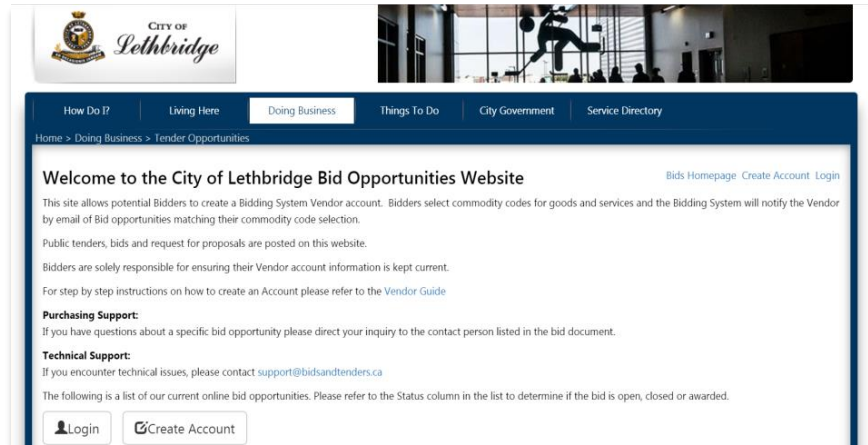
Requirement	eSolutions' Response
Describe your how you intend to market your Solutions to NASPO ValuePoint and Participating Entities.	eSolutions understands the benefits and best value that a NASPO Valuepoint purchasing cooperative contract offers both government agencies and eSolutions. However, being awarded a NASPO ValuePoint contract is only step-one to unlocking the business potential of this contract. As many of our staff are former public procurement officials they understand the tremendous benefits, cost and time-savings for public procurement professionals and their Purchasing Entity. The importance of good communication and a marketing program is the next step to earning business from government agencies.

	In addition to eMarket Center Ordering Instructions that will provide visibility to the contract, eSolutions will communicate and promote the NASPO contract in cooperation and with the approval of the State of Utah, the lead state, but some of our preliminary marketing plans include; ▪ Educating eSolutions staff on the NASPO contract, conditions and pricing. ▪ Attending public agency tradeshow. eSolutions is an annual Vendor at the NIGP Annual Products Exposition and has attended several NIGP chapter trade shows; such as the Florida Public Procurement Organization (FAPPO), the New York State Association of Municipal Purchasing Officials (SAMPO) and Chapter reverse trade shows such as the Sarasota Bay Area Chapter. ▪ We will develop a web page that will promote the NASPO contract which will contain the following pertinent information; eSolutions contact person and contact information, contract information links to Contract documentation such as the Master Agreement, Service Level Agreements, etc. ▪ Weekly webinars on the NASPO Valuepoint contract which will be offered to accommodate various time-zones. ▪ Email marketing, develop of marketing pamphlets and business cards with the NASPO Valuepoint contract information. ▪ Advertising in professional public procurement magazines such as GovPro.
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8.20 (E) RELATED VALUE-ADDED SERVICES TO CLOUD SOLUTIONS

Requirement	eSolutions' Response
Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.	By selecting bids&tenders™, a Purchasing Entity will receive several value added features, including but not limited to the following, at no additional cost. 1) eSolutionsGroup's former certified public procurement staff: Our staff will review and provide recommendations for transitioning to e-bidding the Purchasing Entity's bid templates and policies by our former Public Procurement professionals who have implemented our solution previously with their former municipality. 2) Setup of a Purchasing Entity's Bid Opportunity web page: eSolutions will build a themed webpage to match each Purchasing Entity's website and brand. eSolutions will provide each Purchasing Entity with their own public bid posting portal where public / invitational / prequalification / multi-use roster opportunities can be posted.

Each Purchasing Entity will receive a custom branded posting webpage, which allows FULL viewing of all public Bid opportunities without requiring any end user to login, signup or payment. This is configurable per bid, as some bids may not be viewable publicly, such as Invitational only bids.



- 1) **24/7/365 Emergency Vendor Database:** To support an Agency's Emergency Management Program. Part of the free bids&tenders™ Vendor registration process, Vendors are asked, as an option, if they wish to become an Emergency Vendor and provide their after-hours contact information. If an Agency Emergency is declared or other Emergency occurs, the Agency staff can view available Vendors by commodity code, geographic location, etc. to obtain urgent goods and services more efficiently.
- 2) **Greater Transparency and Openness:** bids&tenders offers greater transparency and openness to our clients bid document packages than any other private bidding service in North America. The entire content of all our clients public bid document packages including drawings, Addendums are available to the public in a "free" preview mode.

Other private bidding services provide only a short description of the opportunity and is often not sufficient enough for a vendor to determine whether they would like to bid, and force a vendor to pay either a subscription (annual or per use fee) to see the entire document package. This results in an **"over-stated and inaccurate"** Plan Takers list. Most Vendors, once they have finally been given the opportunity to view the bid package decide not to bid, but with bids&tenders, vendors were given the opportunity to view the bid package in advance of

	payment of any fee, our Plan Takers list is a “true Picture” of bidders interested in bidding your project. 3) eContracts for non-Purchasing Contracts: Since In addition to setting up your solicitations in our Contracts Module, the Purchasing Entity can also use bids&tenders Contracts module for any non-Solicitation Contracts via the Solution, such as; other agreements, maintenance, leases, etc. The only requirement is that the Vendor register with bids&tenders™ (under Vendor pay these type of Vendors can register for free but if they wish to register and/or submit a solicitation they must pay the annual or per use fee) to be able to receive email notifications during the contract period, such as notification that the vendor must upload their new insurance documents. 4) Best Practices in Electronic Bidding: Each Purchasing Entity will also be provided with best practice processes and documents for electronic bidding, such as electronic bidding checklists. An example of a Quality Control best practice; once the electronic bid has been setup in the system that an Agency senior Procurement official simulate submitting to the electronic bid opportunity to ensure improve the quality of your Bid Document and also to enhance the vendor experience and assist with improving the quality of bid responses to the Agency. 5) bids&tenders™ Public Procurement Officials User Group: bids&tenders™ has a very active user group consisting of our almost 200 public procurement clients. The tremendous growth and acceptance of our eProcurement Solution is due in part to our User Group’s suggestions on continuous improvement of our solution. We have two face-to-face User Group meetings each year and provide product update releases every 8 weeks. 6) eSolutionsGroup and the Procurement Office Partnership: Bids&tenders can integrate with the Procurement Office’s Orbidding solution, an automated cloud-based solicitation document drafting system (“RFX Drafting Control Room”), created by The Procurement Office, to assist procurement departments in building front-end tendering documents. By automating the design, drafting and assembly process of RFP, RFQ, ITT/RFB documents and all other front-end solicitation documents, Orbidding increases the speed and efficiency by which goods, services and construction projects can be procured. Our Project Design, Drafting and Assembly stages help procurement teams coordinate the initial mapping stages of their procurement, internal drafting and contributor allocation, as well as the final automated assembly in the formats of your choice (MS Word, MS Excel, PDF, etc.). If this integration is of interest to the Agency, pricing for this option can discussed.
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	7) eSolutions and Builterra Partnership (www.builterra.com) based out of Oshawa, Ontario. Builterra provides an electronic pathway for construction contract administration, from conceptual design to as-constructed data ready for GIS. The Builterra contract administration platform remains the only solution of its kind that standardizes, streamlines and connects the entire contract administration workflow including design quantity take-offs, cost estimating, bid preparation, bid analysis, bid processing, field inspection reporting. Our bids&tenders eProcurement Solution will seamlessly integrate with Builterra's solution. If this integration is of interest to the Agency, pricing for this option can discussed
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8.22 (E) SUPPORTING INFRASTRUCTURE

8.22.1 Describe what infrastructure is required by the Purchasing Entity to support your Solutions or deployment models.	Our solution is a SaaS solution deployed in a public cloud. No infrastructure is required by the Purchasing Entity.
8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs?	Not applicable.

ADDITIONAL NARRATIVE RESPONSES

- A. A complete narrative of the Offeror's assessment of the Cloud Solutions to be provided, the Offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.

eSolutions' Response:

OVERVIEW OF BIDS&TENDERS SAAS E-PROCUREMENT SOLUTION

Our team has successfully completed over 200 North American public sector agencies transitions to our bids&tenders SaaS eProcurement Solution. Our staff have worked as procurement professionals within the public sector and have their designations (CPPO, CPPB, etc.). Our implementation plan includes implementation support from start to finish for the staff and the stakeholders.

We would be pleased to provide the State of Utah a demonstration of our full solution and discover why so many public agencies have adopted bids&tenders over the last three years for their Agency's eProcurement solution.

Greater Transparency and Openness:

bids&tenders provides greater transparency and openness to our Clients publicly bid opportunities than any other Bidding service in North America. The public can view the entire bid document package in a "Free Preview format", including, any drawings, reports, etc. without paying a subscription fee.

Other Bidding systems only provide a short description of the bid opportunity which is not sufficient for potential bidders to determine if they would like to bid and force potential bidders to pay a subscription and/or document fee to view their Clients Bid Document package. This results in bidders blindly registering as a Plan Taker, only to determine once they have access to the entire Bid Document that they are not interested in submitting a bid. This results in an overstated and inaccurate Plan Takers list for your project.

bids&tenders™ Plan Takers list, is a "true picture" of bidders interested in submitting a bid, as Bidders have been given an advanced opportunity to review the entire bid package without paying a subscription fee and only pay a fee when registering as a Plan Taker.

With bids&tenders™, each Agency can manage the entire submission process electronically. From bid posting to automated bids compliance checking and comparison, RFP evaluations, contract and supplier performance management, bids&tenders™ integrates with your organizations' website and ERP system to save you time and deliver more, compliant bids.



The solution is highly configurable to ensure you have a tailored implementation to meet internal policy requirements and offer customizations, i.e. posting awards, notification letters, and more. While other software programs let bidders upload a PDF or an electronic file, eSolutions software dramatically reduces non-compliant bids and the risk of litigation. Your Procurement team creates the electronic bid

forms and bidders enter their pricing and submission directly online.

When it is time to review bids, the system generates cost analysis spreadsheets with the click of a button with an excel spreadsheet, tabulated view, to easily find the lowest bidder overall and a breakdown with a side-by-side comparison of the unit prices for all bidders. From a bidder's perspective, immediately after a bid closes, you can choose to have the unofficial bid opening results available publicly to all bidders within seconds. The Records Storage feature saves submissions and all other data electronically reducing storage costs. The searchable database means past submissions can be retrieved more quickly and historical analysis is available as you prepare for the next bid.

bids&tenders™ Features

The enterprise bids&tenders™ core platform includes a web-hosted system that provides staff with ability to manage the bid posting process from start to finish. The package includes a public facing vendor portal where the bids, addenda, and all other associated bid details are posted. Vendors can create an account, manage their account, and register for bids online. After registration, vendors are able to download and view the bid documents. The software includes several automated notifications and process management tools.

bids&tenders Vendor Enablement and Registration and Vendor Dashboard

bids&tenders does provide a single point of entry to do business with the City and provides the City of Red Deer with their own branded bids&tenders page providing all vendor-facing components of the Solution. Our solution does allow Vendors to establish and maintain a vendor account and define whom they are and what they sell by commodity classification along with other key data elements needed by the City, such as the Emergency Vendor 24/7/365 contact information.

ii. Allow Vendors to use this account to access all relevant Procurement activities such as access to bids, receive notifications and contract awards.

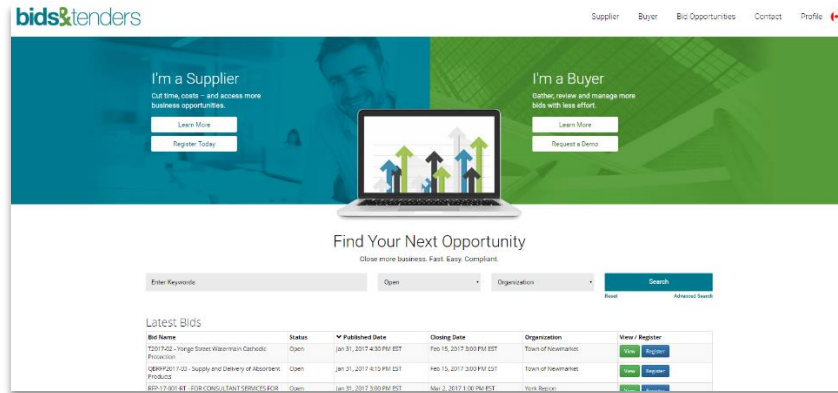
"By far, bids&tenders is the best solution on the table," "Others solutions are driven by non-procurement people telling buyers and vendors what they'll get. bids&tenders was created through a lot of communication, a lot of work with vendors, municipalities and key partners like the OCGA. Inclusion is the big deal."

Lesley Williamson, Procurement Manager at the Town of Milton.

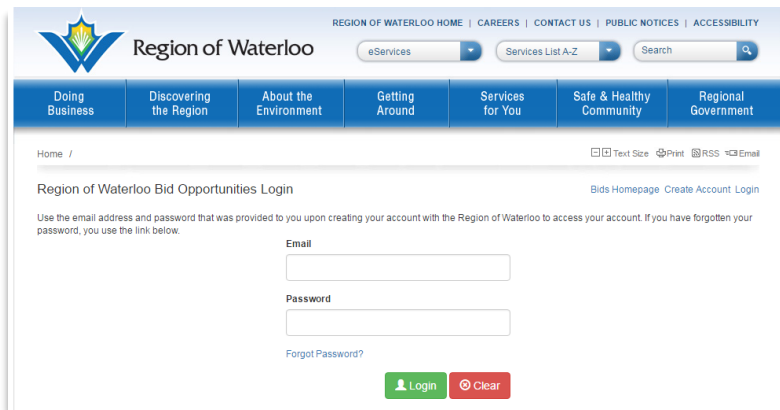
The Vendor Experience

Step 1: User Navigates to www.bidsandtenders.org or to the Agency's custom branded bids&tenders webpage. The user does NOT need to have an account or be logged in to the system to be able to view any of the bids; everything is open, transparent and easy.

From this page, the user can view, search or register.



If the user would like to register to become a plan taker, either they can login with an account they have previously created, or they can create a new account during the registration of the bid.



Alternatively, they can create a new account in two simple steps (company profile and then payment)

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The bottom part of the page the user will choose their commodity categories, the agencies they wish to receive notifications for and then finally they can add their contacts to their account. There is no additional fee to add extra contacts to their account, all contacts can participate in helping with bid submissions and they will each receive email notifications when a new bid, addenda, award letter, contract notice etc. is sent from the system.

Categories

Choose the category(s) from the list below that your company would like to be informed of. We suggest that you utilize the search feature below. For example, if your business is "Janitorial", type "janitorial" in the keyword field and your results will be displayed. If you cannot find a specific sub category click the main category to ensure you receive all notifications in that category.

Categories

- Aggregates
 - Asphalt
 - Concrete
 - Granular Materials
 - Sand
 - Winter Salt
- Animal Control
- Animal Welfare
- Services
 - Supplies
 - Arts and Crafts
 - Services
 - Supplies

Agency Notifications

Please specify which agencies you would like to receive new bid notifications from.

Agency Notifications

- All
 - Centre Wellington
 - City of Belleville
 - City of Brantford
 - City of Brantford
 - City of Cornwall
 - City of Guelph
 - City of Hamilton
 - City of Kitchener
 - City of Leithbridge
 - City of Markham
 - City of Oshawa
 - City of Peterborough

Contact(s)

In order to add a contact to the company profile, click on the "invite another contact" button and type the contact name and email address of the person you wish to add. Your invited contacts will receive an email invitation from the Bidding System to create their own login to the Bidding System.

It is your sole responsibility to keep your additional invited contact(s) current and delete any contacts that you DO NOT want to have ability to submit, edit and/or withdraw your company bid submissions. (for example, delete any contact that has terminated their employment with your company)

First Name *

Last Name *

Email *

Confirm Email

Password Hint

Benefits to Creating an Account:

The website is intuitive and responsive, and will simplify the procurement process for vendors who wish to view and bid on opportunities. Once you register as a vendor, you can download bid documents, submit bids online and receive numerous automated email notifications from the system to keep you up-to-date and informed. Some of the acclaimed new key features available to vendors include:

- Unlimited access to register for all bid opportunities
- Unlimited use of online submissions, document downloads and addenda notices
- Unlimited category subscription for bid matching
- Instant access to bid results
- Customized vendor dashboard that allows quick access to active opportunities and bid history
- Self-serve profile management
- Ability to add up to 10 contacts to your account
- Ability to register for the Emergency Contact database
- Ability to view all bids by status
- Ability to view details of bids including plan takers, bids submitted and award details

Other Benefits:

- Improve Vendor access to bid opportunities
- Reduce costs through improved process efficiencies
- Reduce and/or eliminate bid irregularities and the need to reject non-compliant bids
- Reduce administration and processing time spent on manual bid administration tasks
- Accommodate self-service vendor registration and vendor updates
- Simplify and automate the bid and addendum notification process

- Reduce risk of exposure to litigation
- Improve the tracking of contracts and Insurance Certificates
- Improve tracking of Vendor Performance
- Improve and Simplify the RFP Evaluation Process
- Minimize administration and processing time spent building reports through improved access to real time and automated reporting
- Maintain compliance with Federal, State and Local Procurement acts and regulations.

Feature	Details
Bid Management	1. Create and manage bid postings
	2. Schedule bids to publish and close automatically
	3. Upload an unlimited number of bid documents and addendum documents
	4. Document preview feature
	5. Ability to charge a fee for documents (optional)
	6. Team Member Management
	7. Bid / Site Meeting Management with integration to Outlook calendar (.ics)
	8. Publish Plan Taker List
	9. Publish Award List with values
	10. Track Plan Takers, Document Downloads and Addendum Downloads
	11. Online Question Submission and Question Tracking
	12. Online Addendum Acknowledgement
	13. Create public, pre-qualify and private/invitational bids
	14. All emails are logged and tracked and can be viewed and re-sent from system
	15. Ad hoc reporting
	16. OMBI (Ontario Bench Marking Initiative) Statistic reporting
	17. Trade Agreement Reporting
Automated Email Notifications (to vendor and/or staff)	18. New bid opportunities (by commodity category)
	19. Addendum Notices
	20. Site Meetings
	21. Bid Status Changes
	22. Award Letters
	23. Regret Letters
	24. Custom Template Emails
System Administration Fully configurable!	25. Manage Drop Down Lists, Bid Categories, Departments etc.
	26. Create and Manage Email Templates and Settings (over 40 templates)
	27. Create and Manage the public interface (content, branding, workflow)
	28. Manage eCommerce settings (GL Accounts, values, taxes, payment gateway)
	29. Create and manage users, groups, and permission and workflow settings
Public Vendor Portal	30. Personalize vendor dashboard
	31. Free preview of all documents

	32. View all bids by status
	33. View details of bids (plan takers, bids submitted, award details)
	34. Ability to upload contract details
	35. Subscribe to bid categories
	36. Ability to submit bids online
	37. Vendor Dashboard for self-management
	38. Ability to create automated surveys for vendors that did not submit
No Bid Response Survey and Tracking	39. Reporting on no bid response reasons
	40. Alerts for no bid notifications

eBids (eTendering, Online Bid Submissions)

The eBids module can be added onto the core platform and allows staff to build their bid documents online. Bid forms can be built using templates, MS Excel imports or using the built-in in copy feature to use preexisting forms.

Feature	Details
Online Submissions	1. Multiple submission types (informal, formal, formal with approvals for opening)
	2. Multiple Envelope options (1 envelop/2 envelope etc., green bids, alternate bids)
	3. Digital bonds
	4. 2 stage opening / price seal
	5. Full audit tracking
	6. Online Addendum acknowledgement
	7. Automated notifications to vendors and staff
	8. Ability to withdraw bids
	9. Ability to upload bid form templates
	10. Automated cost analysis reporting
	11. Virtual Public Openings
	12. 100% compliant bids
	13. No late bids
	14. No math errors (all calculations are done automatically for the vendor)
Automated Email Notifications (to vendor and/or staff)	15. Automated email to all company contacts when a submission is completed
	16. Automated email to all company contacts when a submission is withdrawn
	17. Automated email to all company contacts when a submission has been started and not completed with 48hrs, 24hrs and 12hrs from close
	18. Automated notifications if staff change the bid pricing tables (e.g. Addenda)

eContracts

In addition to bidding and eBidding, bids&tenders™ allows organizations to manage their contracts through the Contracts module. The system provides a single, centralized location for staff to add, view, edit, and manage all active and historical contract details. Contract reports can be run for a single department or for the entire organization. In addition, the system will automatically alert vendors when their Insurance, WSIB, and other certificates need to be renewed and re-submitted. Vendors are then able to upload the necessary documents directly into the system. Contract owners or purchasing representatives will be alerted to new document uploads through the system's automated e-mail service. Special access and varying permission levels are available for groups or individuals within the organization.

Feature	Details
Contract Management	1. Automatically create a contract from a closed or awarded bid
	2. Track insurance, WSIB, Performance, annual Increases and renewals
	3. Contract reporting (contracts expiring / renewing in the next 60 days, 90 days, etc.)
	4. Ad hoc reporting
Automated Email Notifications (to vendor and/or staff)	5. Custom Template Emails
	6. WSIB Expiry notices (15days, 7days, 1day, expired notices)
	7. Insurance Certificate expiry notices (15days, 7days, 1day, expired notices)
	8. Performance Evaluation reminders
	9. Annual increase reminders
	10. Custom reminders
	11. Contract renewals
	12. Contract extensions

Vendor Performance Management

The Vendor Performance Management module allows staff to setup multiple evaluation score sheets. Score sheets can be applied to contracts and then automatically initiated at a set or specified interval (e.g. on contract anniversary, or when the contract has completed, or ad hoc). The evaluations workflow can be customized and configured based on contract type. The system will automatically send the evaluation to the end user department and can then be auto-routed to that person's supervisors for review. Depending on the outcome of the score or result, different workflows can be automatically initiated (e.g. if a low score is provided, then a purchasing representative may need to be involved to take further action).

All of the evaluations and results are stored on the vendor's profile and related contracts. The vendor will receive an overall performance result which is tracked. The system can also track vendors that have been suspended, banned, and those that are in litigation. Various performance reports can be generated by staff and several automated system alerts will keep staff informed of upcoming evaluations or tasks.

Feature	Details
Performance Evaluations	1. Ability to create and initiate Vendor Performance Evaluations
	2. Ability to create custom evaluation form templates

	3. Ability to send out evaluations to vendors to review and provide feedback within a specified amount of time
	4. Ability to flag and track vendors that have not performed, or that are suspended or in litigation
	5. Ability to flag and track vendors that have not performed, or that are suspended or in litigation
	6. Performance Reports
	7. Ability to see upfront when poor performers are bidding

RFx Online Evaluations (RFP, RFSQ, RFQ, etc.)

The Online Evaluation module allows staff to setup the entire evaluation process online. Multiple stages and thresholds, consensus and average scores, and automated reminders can be setup. Evaluators can login to a secure portal where they can complete the entire evaluation online. The system will send automated reminders and will provide the purchasing team with real-time access to the scores and process.

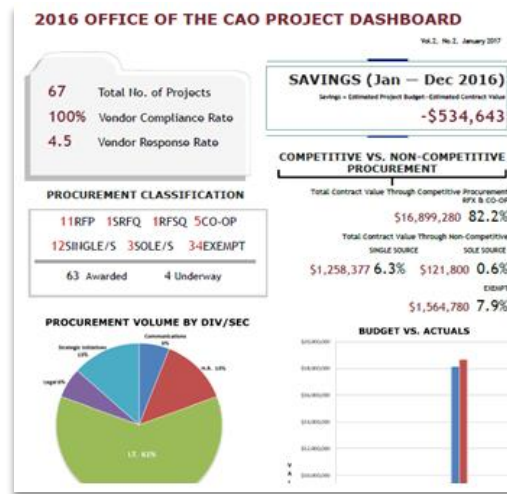
Feature	Details
Online Evaluations	1. Setup evaluation matrix with criteria and evaluation teams
	2. Evaluate proposals, quotes and prequalification's online
	3. Unlimited number of evaluators and they can be internal or external
	4. Track and audit the entire process in one centralized location
	5. Evaluators Dashboard and Portal
	6. Automated email notices to evaluation staff
	7. Consensus and average scoring options

Spend/Data Analytics and Reporting

bids&tenders eProcurement Solution will provide Red Deer with an extensive and robust reporting and data analytics to allow the City to strategically assess spend for more effective sourcing and contracting. bids&tenders can assist in analyzing expenditure data to decrease procurement costs and improve efficiency. Bids&tenders helps agencies gain insight through spend analytics allowing agencies to reduce costs and manage your Vendors more effectively. Spend Analysis can be completed a bid level (estimate vs. actual) and compared to line item engineer estimates. Department / Division / Ministry/ Organizational levels. Reporting on s end on commodity, single source, sole source and limited tenders can easily generated through bids&tenders.

bids&tenders has several spend analysis reports:

- Each report will provide budget amounts vs. actual amounts
- Spend by business unit
- Spend by Type (Goods, Service, Construction)
- Spend by Purchasing Representative
- Spend by Supplier
- Total Spend (by date rage) – estimated, actual, variance
- Bid Analysis – Estimated Unit Price -vs. Bidders Prices



Records and Information Management

bids&tenders eProcurement Solution can provide maintenance of records, retention support (records for at least 10 years) and seamless flow of information between the various components/modules of the Solution.

Options:

- i. For staff accounts we can also provide single sign on (using SAML2 Integration) - this is an additional cost.
- ii. Import of existing Agency Contracts:
- iii. API link to eContract
- iv. eSolutionsGroup and the Procurement Office Partnership: Bids&tenders can integrate with the Procurement Office's Orbidding solution, an automated cloud-based solicitation document drafting system ("RFX Drafting Control Room"), created by The Procurement Office, to assist procurement departments in building front-end tendering documents. By automating the design, drafting and assembly process of RFP, RFQ, ITT/RFB documents and all other front-end solicitation documents, Orbidding increases the speed and efficiency by which goods, services and construction projects can be procured. Our Project Design, Drafting and Assembly stages help procurement teams coordinate the initial mapping stages of their procurement, internal drafting and contributor allocation, as well as the final automated assembly in the formats of your choice (MS Word, MS Excel, PDF, etc.). If this integration is of interest to the Agency, pricing for this option can be discussed.
- v. eSolutions and Builterra Partnership (www.builterra.com) based out of Oshawa, Ontario. Builterra provides an electronic pathway for construction contract administration, from conceptual design to as-constructed data ready for GIS. The Builterra contract administration platform remains the only solution of its kind that standardizes, streamlines and connects the entire contract administration workflow including design quantity take-offs, cost estimating, bid preparation, bid analysis, bid processing, field inspection reporting. Our bids&tenders eProcurement Solution will seamlessly integrate with Builterra's solution. If this integration is of interest to the Agency, pricing for this option can be discussed.
- vi. Other Integrations as required

B. A specific point-by-point response, in the order listed, to each requirement in the Section 8 of the RFP. Offerors should not provide links to a website as part of its response.

eSolutions' Response:

eSolutions' has provided a point-by-point response to each requirement of Section in the above table.

6.0 ESOLUTIONSGROUP TECHNICAL RESPONSE – I:CREATE

8.1 (M)(E) TECHNICAL REQUIREMENTS

Requirement	eSolutions' Response
8.1.1 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the characteristics defined in NIST Special Publication 800-145 .	The i:Create solution meets the NIST Special Publication 800-145 requirements by: ▪ On-demand self-service: Website Administrators can login and update the website from any location at any time. Visitors can access the website at any time. All of these processes happen automatically without the need for manual intervention. ▪ Broad Network Access: The only requirement for the system is an internet connection. It is accessible over broadband (such as cable and DSL), dialup, and cellular connections. Only a standard web browser is required (e.g., IE 11, Edge, Chrome, Firefox, Safari). ▪ Resource Pooling: The platform is setup by default as a multi-tenant model, with many consumers sharing the same servers. Microsoft Azure is also used to provide geographically resilient hosting. ▪ Rapid Elasticity: Additional Azure nodes can be scaled up / down as needed to meet demand. ▪ Measured Service: Resource usage (disk, bandwidth, CPU, etc.) is monitored, allowing for proactive adjustment of resources as required.
8.1.2 As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of Attachments C & D .	Confirmed. eSolutions is willing to comply with the requirements of Attachments C&D as applicable.
8.1.3 As applicable to an Offeror's proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in Attachment D .	i:Create is a SaaS platform. The platforms runs on Microsoft Azure and is accessible by only a standard web browser (IE 11, Edge, Chrome, Firefox, Safari). Consumers do not manage or control the underlying Microsoft Azure cloud infrastructure or the application configuration (aside from customer-specific settings made available within the platform.) i:Create is typically installed as a public cloud system. However, alternative deployment methods such as a private, community, and hybrid clouds can be made available as needed by participating organizations.

8.2 (E) SUBCONTRACTORS

Requirement	eSolutions' Response
8.2.1 Offerors must explain whether they intend to provide all cloud solutions directly or through the use of Subcontractors.	eSolutionsGroup will provide all services except for data hosting services. For our US clients, eSolutions intends to host the i:Create platform using the Microsoft Azure Data Centers located in the US, on their cloud infrastructure. eSolutions has used Microsoft Azure for all our Canadian bids&tenders clients and we have been completely satisfied with the reliability of their services.
8.2.2 Offeror must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.	The agreement with the State of Utah (NASPO ValuePoint) will be directly with eSolutionsGroup. eSolutions will use Microsoft Azure to provide resilient cloud hosting services to NASPO, as detailed in our responses. The Azure platform will also be configured to retain all data within the USA. eSolutions will provision and maintain all required hosting services from Microsoft Azure. No other subcontractors will be used to perform work under the Master Agreement.
8.2.3 If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.	Microsoft understands that to realize the benefits of the cloud, you must be able to trust the cloud. Microsoft has been leading the industry in establishing clear security and privacy requirements and then consistently meeting these requirements. Azure meets a broad set of international and industry-specific compliance standards, such as ISO 27001, HIPAA, FedRAMP, SOC 1 and SOC 2, as well as country-specific standards. We have created a robust solution by leveraging Microsoft highly available services and distributing service across Microsoft regional data centers. eSolutions will have the ability to recover services rapidly in an alternate data center if an incident occurs in the primary data center. - Backups will be stored in a Microsoft US Data centers (locations of the centers is still to be determined). - Our scheduled maintenance occurs on the 3rd Tuesday of each month. Scheduled maintenance begins at 11:00pm EST and ends at 4:00am EST, with follow the sun strategy applying where services provided to the west coast are done last. Scheduled maintenance may result in a brief interruption to services typically lasting less than 30 minutes. - A Recovery Time Objective of 4 hours or less is maintained. - A Recovery Point Objective of 24 hours is maintained

8.3 (E) WORKING WITH PURCHASING ENTITIES

Requirement	eSolutions' Response
8.3.1 Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:	
Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;	In the event of a security incident, such as a data breach, eSolutions' Contract Manager will take immediate action upon determining that a security incident has occurred. The Contract Manager will be the point of contact for the Purchasing Entity for all updates and questions. The Contract Manager will engage our Development and Operations Principals, and the information systems and development teams as appropriate to investigate and resolve the challenge.
Response times;	eSolutions will respond immediately upon notification, and will provide a timeline as soon as the scope is known. The issue will be mitigated as quickly as possible, and will be included with the timeline.
Processes and timelines;	Upon notification, eSolutions will immediately communicate with the Purchasing Entity all knowledge of the incident and notify our Development and Operations Principals, and the information systems and development teams as appropriate to investigate and resolve the challenge. eSolutions may need to remove vulnerable hosted solutions or applications from service in order to prevent further exploits. eSolutions will also then need to carefully investigate to identify what additional systems may have been affected or if data sets were exposed. The owners of the affected data or applications will be informed and additional action will be determined based upon the specific details of the exploit or exposure. Mitigation steps and timelines will be provided as soon as possible. A formal incident report will also be prepared and provided within 48 hours of the incident occurring. Incident reports contain data such as the time the incident was identified, the time the incident occurred, the scope of the data or systems affected by the incident, documentation of actions taken as a result of the incident, documentation of action to be taken in the future as a result of the incident, documentation of individuals or identities involved in the incident, as well as any parties that have been made aware of the incident.

Requirement	eSolutions' Response
Methods of communication and assistance; and	eSolutions has an incident response procedure that includes appropriate notification of security incidents to the responsible parties. Notification comes in the form of incident notification in written format such as email, and is followed up with a documented incident report that more clearly documents the nature of the incident and actions taken, including steps taken to ensure that similar incidents do not occur moving forward. Communication with the Contract Manager will occur over phone and email.
Other information vital to understanding the service you provide.	eSolutions maintains a privacy and security policy that meets the needs of many clients, including financial institutions. eSolutions maintains a continuous vulnerability management program that continually scans for and reports on detected vulnerabilities in our environment. Detected vulnerabilities are reviewed by our security team and assigned a severity score and prioritized appropriately. The security team meets weekly to monitor the vulnerability resolution process and ensure that risks are mitigated effectively. Our team will retest fixed vulnerabilities after the vulnerability is closed to ensure that fixes were successful. Our core set of principles for data security are as follows: - Deploy and Maintain Secure Networks - Identify and Protect Sensitive Data - Manage Application and System Vulnerabilities - Implement Strong Access Controls - Monitor and Test Systems and Policies
8.3.2 Offeror must describe how it will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.	eSolutions has no subcontractors or third parties that can access the platform on its behalf. No adware/software/marketing etc. will be published on the platform. Further, anti-malware programs run on the platform to prevent adware/malware from being uploaded to the system.
8.3.3 Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.	Yes, a fully functional isolated staging environment is provided for the purpose of evaluating and testing new modules and training. Data imports from production can be performed to refresh the data in the staging environment. Emails from the staging environment are restricted to prevent the accidental notification of end users.

Requirement	eSolutions' Response
8.3.4 Offeror must describe whether or not its computer applications and Web sites are accessible to people with disabilities, and must comply with Participating Entity accessibility policies and the Americans with Disability Act, as applicable.	eSolutions will comply with Participating Entity accessibility policies and the ADA. i:Create website templates and associated modules comply with the Americans with Disability Act using WCAG 2.0 AA standards. There are areas where the agency has control over the web content and uploaded documents (PDF, Word, Excel, etc.), so it's important to ensure that headings, alt tags, link text and tables are setup properly to remain compliance. This will be discussed during the training sessions. For the last eight years, we have been developing products to meet the WCAG 2.0 AA standard. eSolutions has also engaged the Ontario government to provide clarification on the Accessibility for Ontarians with Disabilities legislation and participates in various outreach events and conferences, and been part of a MISA subcommittee on web accessibility, developing an accessibility toolkit as part of the committee. eSolutions hosts OpenWeb accessibility conferences in partnership with various municipalities which focus on educating participants on the legislated web accessibility requirements and how to meet them. The i:Create CMS also has a built in checker to check for accessibility errors. There are also "smart hints" that will warn if in accessible content is added, such as warning if there is no alternative text added to an image. eSolutions also has partnered with SiteImprove, a leading web governance SaaS provider that audits websites for accessibility, broken link, and spell check compliance, as well as provides analytics insights. SiteImprove is integrated within i:Create such that the page can be checked as soon as a change is made, and any errors are shown right in the CMS. This ensures that the page can be scanned and errors corrected prior to being published. We are also proactively working towards WCAG 2.1 AA compliance, expected by the end of 2018. Relative Experience eSolutions has taken a proactive approach to accessibility and accessibility compliance. All applications have been thoroughly tested for compliance, and accessibility is built in to the design of our applications. eSolutions has also partnered with KW AccessAbility and local Accessibility groups for user testing. The user testing sessions validate accessibility improvements, and the feedback from the sessions is used to make further refinements to our applications.

Requirement	eSolutions' Response
	- Over 350 Ontario Municipal Sites which conform to the AODA (Ontario Accessibility Regulations) - Expert in-house experience with the AODA, WCAG 2.0/2.1 and Content Writing - Supporting Connections with the Ministry of Community and Social Services, Outreach and Compliance Accessibility Directorate - Regularly teach and train clients on Accessibility (writing, documents, development) - Work with local accessibility associations and groups for feedback and testing - We host an annual Accessibility Conference - Participate in the MISA (Municipal Information Systems Association) Accessibility Committee - Developed the MISA Accessibility Toolkit with the MISA Team - Participation in multiple Accessibility Conferences in Ontario and GMIS as speakers and leaders in the industry Recent Presentations Include: - Barrier Free Digital Services - GMIS, St. Louis, Missouri, August 2018 - Barrier Free Digital Services - OSUM, Niagara Falls, May 2018 - Barrier Free Digital Services - MISA Prairies, Alberta, May 2018 - OpenWeb Accessibility Conference, City of Ottawa, December 2017 - OpenWeb Accessibility Conference, City of Ottawa, December 2017 - OpenWeb Accessibility Conference, Region of Durham, April 2017 - OpenWeb Accessibility Conference, Region of Waterloo, April 2016 - MISA Toolkit presentation, 2014 and 2015 MISA Ontario Annual Conference - User Testing: Collaborative Approaches to Solving Accessibility Challenges, University of Guelph Accessibility Conference, May 2014 and May 2015 - OpenWeb Accessibility Conference, Waterloo, April 2014 - OpenWeb Accessibility Conference, Waterloo, November 2013
8.3.5 Offeror must describe whether or not its applications and content delivered through Web browsers are be accessible using current released versions of multiple browser platforms (such as Internet	We support all mainstream browsers (Chrome, IE, Edge, Firefox, Safari, Opera, etc.) we support all versions that are supported by the provider. With IE we currently support IE11+. We strive to support most commonly used and current browsers. During the development and internal QA process, we ensure that our deliverables work correctly with the latest versions of popular mainstream browsers. The developers of the mainstream browsers are continually deploying new software and versions to meet emerging technology trends and user needs. In some cases these developers may

Requirement	eSolutions' Response
Explorer, Firefox, Chrome, and Safari) at a minimum.	discontinue support and maintenance of a version or a feature. As such, eSolutions is not obligated to ensure that our products will work correctly with discontinued software, or browsers that are no longer maintained or supported by its developer.
8.3.6 Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations.	Confirmed. eSolutions agrees to comply and will include this meeting with the Purchasing Entity to determine whether any sensitive or personal information that is subject to any law, rule, or regulation providing for specific compliance obligations will be stored or used by eSolutions, prior to the execution of an agreement. eSolutions will collaborate with the Purchasing Entity to understand these requirements and compliance obligations as it relates to the platform.
8.3.7 Offeror must describe any project schedule plans or work plans that Offerors use in implementing their Solutions with customers. Offerors should include timelines for developing, testing, and implementing Solutions for customers.	eSolutions trained and highly experienced technical staff will develop a website using the following process: Step 1 – Analysis and Consultation eSolutions will work with PURCHASING ENTITY after the award date to develop a mutually agreed upon schedule, with firm dates. The preliminary meeting will clarify tasks and deliverable expectations, an inventory of current human and hardware/software resources, and design goals. Using this information as a basis, eSolutions will draw up a more precise project time frame which can be recorded on mutually agreed upon software. As part of this process, we evaluate the current toolsets and systems used by the PURCHASING ENTITY for capabilities and extensibility; we also evaluate the use of our own toolsets for implementation into this web design project. Step 2 – Information Architecture and Navigation Phase eSolutions engages in a thorough review of the information architecture and navigation scheme of the current site, in order to determine the current strengths, weaknesses and interactivity. This will be conducted by our design and usability team, working in conjunction with our applications team.

Step 3 – Design Phase

eSolutions believes the goal of good design is to efficiently communicate to its target audience, in a cost effective manner. Good design begins with the target audience or user. Understanding the needs, values and expectations of the audience ensures maximum impact in the delivery of the message. Knowledge of the content ensures that the essential message is communicated and the best delivery mechanism is selected. Each element of the project is carefully considered, divided, and processed with creativity. Barriers to effective communication are minimized by the application of sound Design Principles. The complete Design Philosophy includes the option to loop back to any portion of the equation to ensure the selected solution impacts the target audience in the most effective manner possible.

Step 4 – Content Development Phase

Occurring simultaneously to the development construction phase, the PURCHASING ENTITY team will develop content for the new website based on the information architecture document and word document tree provided by eSolutions for upload into the Sitemapper tool for ultimate import into the i:Create content management system. eSolutions regularly provides writing for the web training and optional content editing as well during this phase.

Step 5 – Final Construction and Quality Assurance Phase

Once the final designs and IA are approved by PURCHASING ENTITY, eSolutions will work to complete the project. As this project is comprised in part of web deliverables, eSolutions will work with the technical staff to program new elements and applications within the website, and will work closely with PURCHASING ENTITY to finalize site architecture.

Throughout the development of the project, eSolutions will test for product quality. All graphic design work must be examined for necessary design elements and standards. During the development, a test site will be available for PURCHASING ENTITY's staff to view the progress of the work. Quality Assurance of both the "Look and Feel" of the design and the new elements will be continuous, and will be available for testing 24 hours a day from any Internet location. Before the final uploading of the finished project, the entire website will be tested for speed, browser compatibility, working applications, and other features.

Step 6 – Training

eSolutions can provide a range of training deliverables, depending on PURCHASING ENTITY's requirements. We will provide training and support on the software and method of use. We tailor the recommended training requirements for every project. For this project, we feel that a

Requirement	eSolutions' Response
	standard allotment of training (two days onsite with our corporate trainer and half day online) will be sufficient but can certainly provide more, if needed. Our training process is highly collaborative and responsive. We work with small groups to allow our professional trainer to provide individual attention, and to allow questions to be asked, answered, and demonstrated in a non biased and non threatening environment. Step 7 – Review Phase Once the training is complete, eSolutions will work with the PURCHASING ENTITY's team to prepare the site for launch. eSolutions will provide reports for accessibility, broken link, and spelling. Step 8 – Go Live Phase eSolutions will work with the PURCHASING ENTITY's team to make the site live. Whether you choose to host the site with us on our servers or to host with someone else, eSolutions will stand behind the work we have done. We will provide sound technical advice when required and work with the final decisions made. Step 9 – Maintenance and Support Phase Before any project is finalized, eSolutions will conduct a Post Implementation Review. During this phase, we will work to make sure the finished product looks, feels, and performs the way PURCHASING ENTITY's team had envisioned. A review of this nature is important to ensure customer satisfaction and maintain an on going business relationship, if desired. Lastly – we always conduct quarterly meetings post implementation with our clients to ensure their needs are still being met by the software/website they have been provided and to inform of any new software/product features they may wish to be appraised of as time passes. A typical implementation plan has been included below. Exact timelines will vary depending on milestone approvals and modules included in the website.

Description	Timeline	Purchasing Entity Staff	eSolutions Staff
Contract Negotiations	Week 1 and 2	COMM	PM,PC
Project Kickoff Meeting - Initial consultation with purchasing entity website committee - Review proposed project timeline - Assessment of existing sites	Week 3	COMM	PM, PC
Weekly project meetings & progress reports	Ongoing	COMM	PM, PC
Phase 1 – Analysis and Consultation			
Purchasing Entity to provide list of 3 comparator sites they like and 3 comparator sites they dislike.	Week 4	COMM	PM,PC
Review Module Worksheets - Calendar - News - Photo Galleries - Contacts	Week 5	COMM	PM,PC
Review Third-Party Applications - GIS applications - Others TBD	Week 5	COMM	PM,PC
Phase 2 – Information Architecture and Navigation			
Draft Sitemap Initial Revisions	Week 6 - 8		PM,CC
Sitemap Focus Group - Includes the creation of a draft sitemap and a round of revisions after the focus group - Three hours on site - Maximum 20 attendees Recommended Attendees: <i>Residents, Purchasing Entity Management, local business owners, students, Customer Service Representatives, website committee etc.</i>	Week 9	COMM	PM, CC
Finalize sitemap (revisions if necessary)	Week 10	COMM	PM, CC
Create and provide folder/file structure based on approved sitemap	Week 10	COMM	PM, CC
Writing for the Web Training 3 hours via WebEx - Includes writing style guide - Includes review of a page for each writer	Week 11	COMM	WS
Phase 3 – Design			
Creation of 1 responsive homepage design	Week 12		GD
Presentation of Homepage Concept	Week 13	COMM	GD, PM, PC

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Revisions to homepage design ▪ Two rounds of revisions	Week 13	COMM	GD
Signoff on Homepage Design	Week 14	PM	PM, PC
Additional Designs ▪ Interior page design (tables, H1, H2 etc.) ▪ Drop down menus ▪ Includes three rounds of revisions	Week 15 - 16	COMM	GD, PM, PC
Approval of all designs	Week 16	PM	PM
Phase 4 – Content Development			
Content Writing ▪ eSolutions will provide word documents for every page in the sitemap (sitemap must be approved) Purchasing Entity staff to write content in word documents	Week 11 – 23 * Will vary depending on number of pages and staff	COMM	
Phase 5 – Final Construction			
Website design concepts developed to WCAG 2.0 AA CSS - Responsive design for mobile and tablet	Week 16 - 17		GD
CSS Quality Assurance	Week 18		QA
Website design style sheets developed into i:Create CMS templates; Includes Printer Friendly, Email to Friend, functionality, Share, Text Size	Week 19		DEV
Integrate Modules: (Standard modules listed below, may vary depending on Purchasing Entity requirements) ▪ News tool with social media integration ▪ Emergency Alerts Banner in News tool ▪ Contact Module ▪ Website Feedback Form ▪ Calendar ▪ Photo gallery ▪ Poll Module ▪ Google Analytics ▪ Site Search (www.cludo.com) ▪ Friendly URLs ▪ Form Builder	Week 20 - 21		DEV
Integration with the Third Party Applications: ▪ As required/identified during Phase 1 – Analysis and Consultation	Week 22		DEV
i:Create CMS Quality Assurance and Testing	Week 23		QA

Phase 5 – Content Import & Clean Up			
Content Import (using eSolutions' sitemapper tool) Staff will check in their content in the sitemapper tool. The content is populated into a navigable site for Staff review.	Week 24		PC, QA
Post-Development Cleanup by eSolutions	Week 25		PC
Phase 6 – Training			
Form Builder Training 2.5 hours via WebEx - Presentation style	Week 16	COMM	TRA
i:Create CMS and Modules Training 2 days onsite (CMS 1 day, modules 1 day) 10 -15 people max	Week 25	COMM	DEV, QA, PC, PM
Phase 7 – Implementation and Review			
Internal Content Review & Clean Up by the Purchasing Entity	Week 25- 29	COMM	
eSolutions to provide Pre-Go Live reports: - Accessibility Report - Broken Link Report - Spell Check Report	Week 30		TRA, PM, PC
Phase 8 – Go Live Launch			
GO LIVE - Analytics Activation - Search Configuration and Activation - DNS - SSL - Friendly URL's - Redirects	Week 31		DEV, SYS, QA, PM, PC
Setup Google Analytics Reports for monthly and quarterly reports	Week 31		GA
Discussion on project next steps and review of project to date	Week 32	COMM	PM,PC
Phase 9 – Maintenance & Support			
Ongoing per selected hosting and maintenance	Ongoing as needed	COMM	PM, PC

8.3.8 The State of Utah expects Offeror to update the services periodically as technology changes.

Offer must describe:

How Offeror's services during Service Line Additions and Updates pursuant to section 2.12 will continue to meet the requirements outlined therein.	eSolutions agrees that any new services that are introduced must meet the minimum specifications and terms and conditions outlined in the resulting master agreement and in the Offeror's response to this solicitation. New additions with accompanying terms and conditions may not diminish or weaken existing terms and conditions in the judgment of the State of Utah (lead state). Pricing will utilize the same pricing structure as was used for services falling into the same service category and the same minimum discounts will apply to the new services.
How Offeror will maintain discounts at the levels set forth in the contract.	eSolutions has made a careful deliberation of our proposed discount to ensure it is sustainable throughout the term of the State of Utah Cloud Service contract. We furthermore agree that the same minimum discount identified on in our cost proposal will apply to the new solutions and services.
How Offeror will report to the Purchasing Entities, as needed, regarding changes in technology and make recommendations for service updates.	Through comprehensive user-groups and feedback sessions, we continuously improve the platform based on the growing needs and demands of our industry. Ongoing shifts and developments in technology allow us to improve the platform and its functionality every day. As an eSolutions client, you don't just get a product, you receive a solution that scales with the newest technology, software and upgrades available. Our customer service is also complimentary, and second-to-none. i:Create has a very active product roadmap: we release new features every three months. Most of these features are new feature requests from our User Group. We encourage them to send us their ideas and feedback and we listen and we follow through and deliver a steady release cycle of great features. Our quarterly updates will be provided to the Purchasing Entity and will not cause disruption of service to Purchasing Entity users. Two weeks prior to the update a notice will be sent out to the users announcing the update and the included features. Part of the announcement will include updated user guides, a link to register for a webinar that shows the new features and any new videos.
How Offeror will provide transition support to any Purchasing Entity whose operations may be negatively impacted by the service change.	eSolutions will work with the Purchasing Entity to identify solutions to any concerns the Purchasing Entity has with respect to impacts of its operations.

8.4 (E) CUSTOMER SERVICE

Requirement	eSolutions' Response
8.4.1 Offeror must describe how it will ensure excellent customer service is provided to Purchasing Entities. Include:	
Quality assurance measures;	Our quality assurance process is user centric: testing is done from the perspective of the end user, going through “use cases” that describe a job to be done. Agile development practices such as iterative releases, daily check-ins, customer representation (through our user groups) and retrospectives keep development on track. Our relentless focus on the user and user experience has led to a high degree of satisfaction in the platform and multiple awards. Our award-winning work has been recognized throughout North America with over 130 awards in the last 5 years and we have been honoured to see our work help our clients achieve their objectives and achieve recognition from their peers through wins such as: Truncated to show awards since 2017. 2018 2018 Hermes Creative Award – Gold: City of Kitchener, LoveMyHood.ca Website 2018 Hermes Creative Award – Platinum: Region of Waterloo Museum Website 2018 Hermes Creative Award – Gold: Grand River Transit Website 2018 Hermes Creative Award – Gold Award: Cambridge Centre for the Arts Website 2018 Hermes Creative Award – Platinum: Guelph Hydro Electric Systems Inc. Website 2018 Hermes Creative Award – Gold: Town of Kingsville Website 2018 Gold Quill Award of Merit by the International Association of Business Communicators (IABC) for Digital Communication: Town of Richmond Hill 2017 2017 MarCom Marketing Award - Platinum Award: City of Cambridge Website 2017 MarCom Marketing Award - Gold Award: City of Cambridge Economic Development Website 2017 MarCom Marketing Award - Gold Award: City of Prince George Website 2017 MarCom Marketing Award - Gold Award: City of Pickering Website 2017 IABC Canada, Silver Leaf Awards - Award of Excellence: Town of Richmond Hill Website 2017 WebAward - Government Standard of Excellence: City of Pickering Website

Requirement	eSolutions' Response
	2017 WebAward - Outstanding Website: Municipality of Strathroy-Caradoc Website 2017 WebAward - Government Standard of Excellence and Outstanding Website: Town of Richmond Hill Website 2017 WebAward - Outstanding Website: Town of Sylvan Lake Website 2017 AVA Digital Awards - Gold Award: Town of Richmond Hill Website 2017 Hermes Creative Award - Platinum Award: BioTalent Canada, Expanding Accessibility in Biotechnology Promotional Video 2017 Hermes Creative Award - Gold: City of Cambridge, City Services 2017 Hermes Creative Award - Gold: City of Pickering, Website Design and Development Project 2017 Hermes Creative Award - Gold: Town of Cobourg, Website Design and Development Project 2017 Hermes Creative Award - Town of Richmond Hill, New Town Website 2017 Hermes Creative Award - Gold: Town of Whitchurch-Stouffville, Website Design and Development Project 2017 Hermes Creative Award - Gold: Town of Plympton-Wyoming, Website Design and Development Project 2017 Hermes Creative Award - Gold: Township of Scugog, Website Design and Development Project 2017 Hermes Creative Award - Gold: Peterborough County, Intranet Character Development Project, MILO 2017 Hermes Creative Award - Honourable Mention: Town of St. Marys Website 2017 Hermes Creative Award - Honourable Mention: Township of Wellesley Website 2017 Hermes Creative Award - Honourable Mention: Woolwich Township Website

Requirement	eSolutions' Response																												
Escalation plan for addressing problems and/or complaints; and	eSolutions' software's escalation procedures raise the visibility and importance of your problem within our software. At the discretion of eSolutionsGroup, project manager, customer product support issues may be escalated internally to senior support technician, the product support manager, or the development team. <table border="1"> <tr> <td>Job Title:</td><td>Product Support</td></tr> <tr> <td>Contact:</td><td>Support</td></tr> <tr> <td>Phone:</td><td>1-866-691-5528</td></tr> <tr> <td>e-mail:</td><td>support@help.esolutionsgroup.ca</td></tr> </table> <table border="1"> <tr> <td>Job Title:</td><td>Account Manager</td></tr> <tr> <td>Contact:</td><td>TBD</td></tr> <tr> <td>Phone:</td><td>TBD</td></tr> <tr> <td>e-mail:</td><td>TBD</td></tr> <tr> <td>Cell / Pager:</td><td>TBD</td></tr> </table> <table border="1"> <tr> <td>Job Title:</td><td>Principal</td></tr> <tr> <td>Contact:</td><td>Alison Carden</td></tr> <tr> <td>Phone:</td><td>519-884-3352</td></tr> <tr> <td>e-mail:</td><td>acarden@esolutionsgroup.ca</td></tr> <tr> <td>Cell / Pager:</td><td>519-404-5657</td></tr> </table>	Job Title:	Product Support	Contact:	Support	Phone:	1-866-691-5528	e-mail:	support@help.esolutionsgroup.ca	Job Title:	Account Manager	Contact:	TBD	Phone:	TBD	e-mail:	TBD	Cell / Pager:	TBD	Job Title:	Principal	Contact:	Alison Carden	Phone:	519-884-3352	e-mail:	acarden@esolutionsgroup.ca	Cell / Pager:	519-404-5657
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Contact:	Support																												
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e-mail:	support@help.esolutionsgroup.ca																												
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Phone:	TBD																												
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Cell / Pager:	TBD																												
Job Title:	Principal																												
Contact:	Alison Carden																												
Phone:	519-884-3352																												
e-mail:	acarden@esolutionsgroup.ca																												
Cell / Pager:	519-404-5657																												
Service Level Agreement (SLA).	i:Create Service Performance and Monitoring eSolutions shall provide the following service performance benchmarks: - Services shall average less than 8 seconds response time for 80% of requests as measured by server response time only, not network transmission time. - Services shall average 99.9% up time. This would be exclusive of regularly scheduled maintenance events. - eSolutions shall post an approved message in the event of a Service outage that lasts longer than 60 minutes. i:Create Service Availability and Monitoring Services shall be operational and monitored 24 hours per day, 7 days per week. Monitoring shall be done by executing a connection to the provided service. In the event a server fails to respond to the connection request over a sustained 5 minute period, a eSolutions system administrator is automatically notified of a potential server outage. An eSolutions system administrator initiates an investigation within 5 minutes of such a notification to identify whether there is a problem and initiates work to restore server to normal operating capacity.																												

Customer Service

eSolutions shall provide reasonable commercial efforts to be immediately available via your Customer Account Manager or Technical Contact person. eSolutions will respond to all Customer requests related to the Services, the administration of the Services and the availability of the Services within the same business day. eSolutions shall initiate actions to respond to a customer inquiry within one business day of being notified.

eSolutions shall notify Customer via the following email addresses in case of a service outage: **to be provided by customer.**

If Customer experiences a service outage, Customer may contact eSolutions personnel in the following manner:

Phone: 1-866-691-5528

eMail: productsupport@esolutionsgroup.ca

Browser Support

For hosted solutions that are coded and developed by eSolutions we strive to support most commonly used and current browsers. During the development and internal QA process, we ensure that our deliverables work correctly with the latest versions of popular mainstream browsers. The developers of the mainstream browsers are continually deploying new software and versions to meet emerging technology trends and user needs. In some cases these developers may discontinue support and maintenance of a version or a feature. As such, eSolutions is not obligated to ensure that our products will work correctly with discontinued software, or browsers that are no longer maintained or supported by its developer.

Responsive Design

Sites with a responsive design are fully supported on the latest versions of Firefox, Chrome, and Internet Explorer 11 and later. Older versions of Internet Explorer are not compatible with modern responsive design tools. Our sites are designed and coded to degrade gracefully and remain legible if they do not render correctly in older browsers. In addition, those visiting the website with older browsers will see a notification recommending that they upgrade their browser to a newer version for the best experience. Our responsive websites are also tested on the latest operating systems on iPad, iPhone, and Android devices.

Requirement	eSolutions' Response								
	Standard Design For the public facing side of websites and online applications, we test with the following supported browsers: <table border="1"> <thead> <tr> <th>Microsoft Windows Desktop Operating Systems (Windows 7, 8.1, 10)</th><th>Apple OS X (10.11)</th></tr> </thead> <tbody> <tr> <td>Internet Explorer 10*, 11 and Edge (Microsoft supported versions for OS in mainstream support) * The site will be optimized for IE 11 and Edge.</td><td>Safari (latest at go live)</td></tr> <tr> <td>Firefox (Windows 10, latest at go live)</td><td>Firefox (latest at go live)</td></tr> <tr> <td>Google Chrome (Windows 10, latest at go live)</td><td>Google Chrome and ChromeBook (latest at go live)</td></tr> </tbody> </table> eSolutions does not support beta versions of browsers on hosted applications. i:Create Editor Support For hosted solutions that utilize i:Create, eSolutions will provide at least 3 years of support for the i:Create editor version from the date that the supply of the services commences. The editor will support any new versions of supported browsers released during the support period At the end of the support period, clients using older editors will need to update to a new editor version in order to access new features and potentially to allow for support for new browsers. Maintenance Windows The eSolutions standard maintenance windows are currently between 10 PM and 1 AM (EST) on the 3rd Tuesday of the month. eSolutions reserves the right in its sole discretion to alter these standard maintenance windows or to schedule a non-standard maintenance window from time to time by giving 24 hours notice to the Customer.	Microsoft Windows Desktop Operating Systems (Windows 7, 8.1, 10)	Apple OS X (10.11)	Internet Explorer 10*, 11 and Edge (Microsoft supported versions for OS in mainstream support) * The site will be optimized for IE 11 and Edge.	Safari (latest at go live)	Firefox (Windows 10, latest at go live)	Firefox (latest at go live)	Google Chrome (Windows 10, latest at go live)	Google Chrome and ChromeBook (latest at go live)
Microsoft Windows Desktop Operating Systems (Windows 7, 8.1, 10)	Apple OS X (10.11)								
Internet Explorer 10*, 11 and Edge (Microsoft supported versions for OS in mainstream support) * The site will be optimized for IE 11 and Edge.	Safari (latest at go live)								
Firefox (Windows 10, latest at go live)	Firefox (latest at go live)								
Google Chrome (Windows 10, latest at go live)	Google Chrome and ChromeBook (latest at go live)								
8.4.2	Offeror must describe its ability to comply with the following customer service requirements:								
f.	You must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current. eSolutions practice is to assign a dedicated Representative to each client, in addition to our on-line help guides and video resources. Any changes in assigned Representatives will be communicated via email to the affected Agencies within 48 hours of the change with updated representative contact information.								

Requirement	eSolutions' Response
g. Customer Service Representative(s) must be available by phone or email at a minimum, from 7AM to 6PM on Monday through Sunday for the applicable time zones.	eSolutions has a dedicated to support team for our clients. Contact information for a primary support contact is provided, which includes direct line phone number, cell phone number and direct email contact. In addition, eSolutions provides end user support located out of Waterloo, Ontario. We have a toll free number, live chat, email /ticket system, an online support community with documentation and videos. This support will be available by telephone, or by eMail and is available 7:00am-6:00pm Monday to Sunday for applicable time zones. Emergency support outside of regular business hours is also available by telephone.
h. Customer Service Representative will respond to inquiries within one business day.	eSolutions confirms and agrees. Response time is less than 2hrs for over 95% of our requests.
i. You must provide design services for the applicable categories.	eSolutions confirms and agrees.
j. You must provide Installation Services for the applicable categories.	eSolutions confirms and agrees.

8.5 (E) SECURITY OF INFORMATION

Requirement	eSolutions' Response
8.5.1 Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.	All of the data that is within the system can always be accessed by the Purchasing Entity. eSolutions does not "archive" data from the Purchasing Entity. However, destruction protocols can be setup and configured to destroy data after a set period of time (e.g., 7 years). Our backend clean system does move data from the active data server to an archive database server but the data is still available through the interfaces. During our Discovery meeting with each Client, we review any requirements by the Client for their data to be destroyed. This protocol is finalized, in writing in the new Client setup document. The majority of our clients do not want their data destroyed.

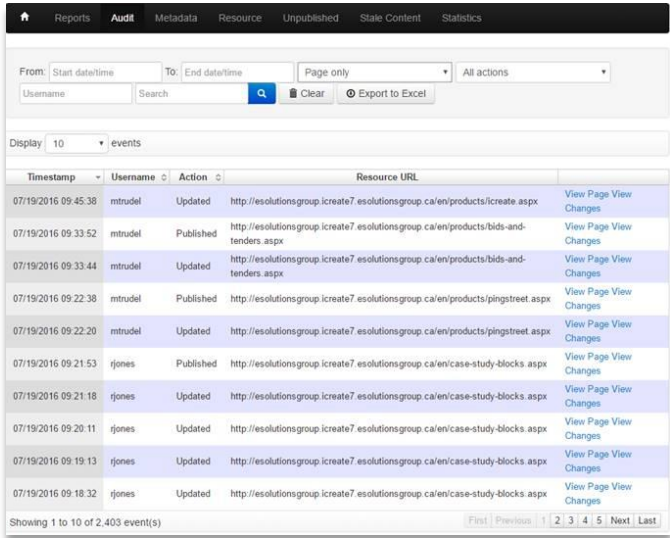
Requirement	eSolutions' Response
8.5.2 Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.	eSolutions will make this part of our new client orientation package to review and confirm with the Entity on privacy and confidentiality requirements. We confirm and agree that we will ensure the integrity, confidentiality and security of the Entity's and Vendor data within the our solution, in accordance with all applicable Federal, State and Local laws and regulations.
8.5.3 Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.	eSolutions' staff support protocol is to not access Purchasing Entity data or accounts unless explicitly authorized by the Purchasing Entity (e.g., through a support ticket) or as necessary to address critical operational availability of the platform, unless authorized by the Master Agreement, Participating Addendum, or applicable Serve Level Agreement. All staff are trained to abide by this protocol.

8.6 (E) PRIVACY AND SECURITY

Requirement	eSolutions' Response
8.6.1 Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in Attachment D , including supporting the different types of data that you may receive.	eSolutions confirms and commits for the proposed solutions to comply with NIST Special Publication 800-145. The solution was architected as a SaaS cloud solution as defined by NIST Special Publication 800-145, and future updates to the solution will remain compliant with this standard, including meeting the essential characteristics, service models, and deployment models. The solutions will remain capable of handling low risk and moderate risk data as described in Attachment D.

Requirement	eSolutions' Response
8.6.2 Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800-171, and FIPS 200 if they apply.	eSolutions has an operational security policy that is distributed in whole or in part to all staff that use, maintain or access information technology systems. We ensure we provide guidance to all staff on identifying and classifying and organizing sensitive information such as personally identifiable information. eSolutions software adheres to the CASL, ADA (WCAG), PIPEDA, and MFIPPA requirements. We confirm our commitment to provide evidence in support of our system integrity and our commitment to confidentiality. Security is imperative to our Team as such we not only have staff that are certified security auditors but we also get 3rd party security scans and by our clients. York Region (IBM), Region of Durham (Deloitte review, plus ethical hacking). Our ISO 27001 compliance is in progress and is expected by the end of 2018. We are PCI DSS compliant and audited by NCI Trustwave on a regular basis. As noted above, the data is hosted by Microsoft Azure and their compliance is audited and publically reported. Our lone subcontractor for hosting services, Microsoft Azure meets a broad set of international and industry-specific compliance standards, such as ISO 27001, HIPAA, FedRAMP, SOC 1 and SOC 2, as well as country-specific standards like Canadian privacy laws—such as the Privacy Act, Personal Information Protection and Electronic Documents Act (PIPEDA), Alberta Personal Information Protection Act (PIPA), and British Columbia Freedom of Information and Protection of Privacy Act (BC FIPPA)—aim to protect the privacy of individuals, and give them the right to access information gathered about them.
8.6.3 Offeror must describe its security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.	eSolutions maintains trained security assessors on staff who as part of the quality assurance process scan, test and evaluate applications for vulnerabilities. Guidance and controls for the assessments are obtained from many security standard and guidelines including OWASP, NIST, and PCI among others. As part of our vulnerability management program a multi-discipline security team meets regularly to discuss and track the lifecycle of vulnerabilities through to resolution.

Requirement	eSolutions' Response
8.6.4 Offeror must describe its data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).	All staff receive mandatory training with yearly refreshers on information security and confidentiality standards and practices. These include: - Validating change requests and requests for information – is the person asking legitimate and authorized to request the change or receive the information? - Policy of not sharing data / client information unless explicitly granted by the client - Routine audits of staff that have administrative access and ensuring that it is still needed - Security policy on laptops and mobile devices – strong passphrases, auto lock, remote wipe, staff operate as limited-access users (not administrators), restrictions on remote access
8.6.5 Offeror must provide a detailed list of the third-party attestations, reports, security credentials (e.g., FedRamp High, FedRamp Moderate, etc.), and certifications relating to data security, integrity, and other controls.	eSolutions does not have any third party attestations. eSolutions is happy to comply if a Purchasing Entity would like to perform a third party attestation.
8.6.6 Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.	Access to eSolutions systems/servers are logged including: date/time, IP address, browser user agent, and user name. i:Create also includes a comprehensive logging system that tracks changes. These audit logs assist in investigations as to who, what, where, and when changes were made.

Requirement	eSolutions' Response
	For page changes, an integrated visual comparison of the content before and after the change is provided to easily allow changes to be reviewed. 
8.6.7 Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.	Confirmed. Data can be restricted within the application to specific user groups as defined by the tenant.
8.6.8 Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.	eSolutions will respond immediately upon notification, and will provide a timeline as soon as the scope is known. Often, mitigation factors are in place within hours. Upon notification, eSolutions will immediately communicate with the Purchasing Entity all knowledge of the incident and notify our Development and Operations Principals, and the information systems and development teams as appropriate to investigate and resolve the challenge. eSolutions may need to remove vulnerable hosted solutions or applications from service in order to prevent further exploits. eSolutions will also then need to carefully investigate to identify what additional systems may have been affected or if data sets were exposed. The owners of the affected data or applications will be informed and additional action will be determined based upon the specific details of the exploit or exposure. Mitigation steps and timelines will be provided within 24 hours of notification. A formal incident report will also be prepared and provided within 48 hours of the incident occurring.

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Requirement	eSolutions' Response
	Incident reports contain data such as the time the incident was identified, the time the incident occurred, the scope of the data or systems affected by the incident, documentation of actions taken as a result of the incident, documentation of action to be taken in the future as a result of the incident, documentation of individuals or identities involved in the incident, as well as any parties that have been made aware of the incident. eSolutions is happy to work with Purchasing Entities if their notification requirements differ from the above.
8.6.9 Offeror must describe and identify whether or not it has any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.	Our information security measures enable secure information access and maintains the trust of our clients. We secure data through a robust Information Security program that includes; ▪ Security focused software development lifecycle; ▪ Comprehensive logical security controls; ▪ Physical security controls; ▪ Threat management practice; ▪ Strong encryption technologies; ▪ Flexible identity management systems; and ▪ Continual improvement of the Information Security program and its practices.
8.6.10 Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS).	The solution as proposed is deployed as a Software as a Service (SaaS) offering. eSolutions does not provide IaaS and PaaS solutions. eSolutions security technical references adopt guidance from industry standards such as PCI, ISO, NIST and OWASP. eSolutions maintains security as a front-of-mind practice in all aspects of technical architecture, network configuration and development and change practice.
8.6.11 Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Offeror's employees who have access to sensitive data.	All eSolutions employees go through a background check as a condition of hire. In certain instances, some eSolutions employees have had additional criminal background checks at the request of a client. eSolutions is happy to discuss and comply with additional checks as required by Purchasing Entities.
8.6.12 Describe the security measures and standards (i.e. NIST) which the Offeror has in place to secure the confidentiality of data at rest and in transit.	eSolutions is committed to ensuring it complies with applicable obligations with regard to privacy and security of stored data. eSolutions staff are required to maintain the confidentiality of customer data and a failure to meet this obligation may result in disciplinary actions up to and including termination of employment. eSolutions strives to maintain data security standards by:

Requirement	eSolutions' Response
	▪ defining security requirements; ▪ building secure solutions; ▪ adopting guidance from data security standards such as ISO, PCI, NIST, etc. ▪ implementing strong access controls; ▪ implementing auditing and logging for data access; and ▪ reporting suspected personal data breaches.
8.6.13 Describe policies and procedures regarding notification to both the State and the Cardholders of a data breach, as defined in this RFP, and the mitigation of such a breach.	Personal Data breaches occur when there is unauthorized access to, disclosure of, or loss of personal data. We require our people to report suspected personal data breaches. Upon detection of a breach of data, real or suspected, internal processes are initiated to communicate the scope of the breach. Affected parties are immediately notified of the breach and an incident owner is determined who is to be the primary point of contact throughout the investigation and mitigation of the incident. An output of the incident response process is a comprehensive document outlining the scope, root cause analysis and contributing factors to the breach with the objective of continually evolving and improving security practice.

8.7 (E) MIGRATION AND REDEPLOYMENT PLAN

8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.	eSolutions may extract customer data from the Azure hosted solution at any time. Should the agreement with Azure terminate for any reason the data may be retained for up to 90 days so that we may extract it. eSolutions would extract an export of any data prior to the termination of the contract. In case of termination, requested in writing and with 30 days notice, eSolutions will provide a data export to the Purchasing Entity in a secure digital package. Once the Purchasing Entity has confirmed receipt of the data, the Purchasing Entity will authorize destruction. eSolutions will remove all Purchasing Entity data from the production servers and databases. When removed from service any hard drives containing customer data are removed and are physically destroyed by a data disposal company and eSolutions is provided with a certificate of destruction. All Purchasing Entity data is subject to the same security and privacy standards as documented in sections 8.5 and 8.6. Data backups/exports are stored on a secure server, only accessible by authorized eSolutions staff.
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8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.	We do not have a transition out plan, as we do not transition clients out of our software, however for the purpose of the response, we will provide a transition out plan within the contract if we are the successful proponent. Our transition out plan will contain: 8. eSolutions must receive request for contract termination in writing from the Purchasing Entity project sponsor 9. We require a minimum of 30 days' notice for termination 10. eSolutions and the Purchasing Entity will agree upon a termination date 11. On the termination date, eSolutions will provide a full backup of all Purchasing Entity data 12. eSolutions will require confirmation of receipt of data and request data destruction and disposal approval from the Purchasing Entity 13. Upon confirmation, eSolutions will process the destruction and disposal of data. 14. eSolutions will provide the Purchasing Entity with the certificate of destruction
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8.8 (E) SERVICE OR DATA RECOVERY

Requirement	eSolutions' Response
8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.	
f. Extended downtime	Depending upon the nature of the incident that is affecting availability eSolutions team immediately takes action to recover services in an appropriate manner. eSolutions has the ability to fail the solution over to an alternate Azure data center in the event of an extended outage.
g. Suffers an unrecoverable loss of data	Depending upon the nature of the loss of data, the eSolutions team immediately takes action to restore the appropriate data from off-site backups.
h. Offeror experiences a system failure.	Depending upon the nature of the incident that is affecting availability, the eSolutions team immediately takes action to recover services in an appropriate manner. eSolutions has the ability to fail the solution over to an alternate Azure data center in the event of an extended outage.
i. Ability to recover and restore data within 4 business hours in the event of a severe system outage.	eSolutions confirms ability to do so – see e below.
j. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).	Our target availability objectives are as follows: eSolutions has leveraged Microsoft Azure services in order to architect a highly available solution distributed across multiple and geographically diverse data centres. The solution and disaster recovery plan is designed to not only

Requirement	eSolutions' Response
	be highly available, but also to facilitate recovery to an alternate data centre in the event of a catastrophic failure in the primary deployment. eSolutions maintains a target availability objective of 99.99% uptime (excluding scheduled maintenance), a recovery time objective (RTO) of 4 hours, and a recovery point objective (RPO) of 24 hours.
8.8.2	Describe your methodologies for the following backup and restore services:
e. Method of data backups	Data is backed up at least daily to storage located in a separate and geographically diverse Azure data center.
f. Method of server image backups	Server images are backed up at least daily to storage located in a geographically diverse Azure data center. Daily backups are maintained for 7 days, weekly backups for 4 weeks, monthly backups for 6 months.
g. Digital location of backup storage (secondary storage, tape, etc.)	All backups are located on logical disks in a geographically diverse Azure data center.
h. Alternate data center strategies for primary data centers within the continental United States.	Multiple Microsoft Azure data centers in the continental US will be used to provide geographic resiliency. In the event the primary data center goes down, the data in the second Microsoft Azure data center would automatically come online and take over as the primary data center.

8.9 (E) DATA PROTECTION

Requirement	eSolutions' Response
8.9.1 Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.	All data is encrypted during the transmission process. I:Create uses the same level of encryption that is used by the banks (TLS (SSL) with at least 2048 bit encryption level with a 256 bit cypher.) Data at rest can be encrypted on request.

Requirement	eSolutions' Response
8.9.2 Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.	eSolutions would be agreeable to negotiate an agreement with an Entity .
8.9.3 Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.	eSolutions has an internal privacy policy that states the following: ■ eSolutions is committed to using information provided to eSolutions only for the purposes for which it was provided. We do not share, sell or rent private information without advance permission or unless ordered by a court of law. ■ Employees in this profession have access to confidential information and hold positions of trust. The continuing trust of eSolutions' clients is based on the knowledge that the company's employees will treat all information to which they have access as strictly confidential. ■ Employees are not to divulge confidential information under any circumstances, except as required in the course of work. Certain information is not appropriate to be divulged in any circumstances, including personal information about other employees, and may require evaluation and discussion with the employee's Supervisor and Managing Director. The policy in full includes a description of the penalties for deliberate or inadvertent disclosure of confidential information as well as definitions of the terms used within the policy.

8.10 (E) SERVICE LEVEL AGREEMENTS

Requirement	eSolutions' Response
8.10.1 Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.	eSolutions will negotiate and SLA changes with an Agency.

Requirement	eSolutions' Response
8.10.2 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.	APPENDIX B – SERVICE LEVEL AGREEMENT This Service Level Agreement ("SLA") applies only to (i) service outages directly related to bandwidth and/or physical space services provided within the eSolutions Network, (ii) response times following the failure of a hardware component being monitored and managed by eSolutions. i:Create Service Performance and Monitoring eSolutions shall provide the following service performance benchmarks: - Services shall average less than 8 seconds response time for 80% of requests as measured by server response time only, not network transmission time. - Services shall average 99.9% up time. This would be exclusive of regularly scheduled maintenance events. - eSolutions shall post an approved message in the event of a Service outage that lasts longer than 60 minutes. i:Create Service Availability and Monitoring Services shall be operational and monitored 24 hours per day, 7 days per week. Monitoring shall be done by executing a connection to the provided service. In the event a server fails to respond to the connection request over a sustained 5-minute period, a eSolutions system administrator is automatically notified of a potential server outage. An eSolutions system administrator shall initiate an investigation within 5 minutes of such a notification to identify whether there is a problem and shall initiate work to restore server to normal operating capacity Customer Service eSolutions shall provide reasonable commercial efforts to be immediately available via your Customer Account Manager or Technical Contact person. eSolutions will respond to all Customer requests related to the Services, the administration of the Services and the availability of the Services within the same business day. eSolutions shall initiate actions to respond to a customer inquiry within one business day of being notified. eSolutions shall notify Customer via the following email addresses in case of a service outage: to be provided by customer. If Customer experiences a service outage, Customer may contact eSolutions personnel in the following manner: Phone: 1-866-691-5528 eMail: productsupport@esolutionsgroup.ca

Requirement	eSolutions' Response
	Browser Support For hosted solutions that are coded and developed by eSolutions we strive to support most commonly used and current browsers. During the development and internal QA process, we ensure that our deliverables work correctly with the latest versions of popular mainstream browsers. The developers of the mainstream browsers are continually deploying new software and versions to meet emerging technology trends and user needs. In some cases these developers may discontinue support and maintenance of a version or a feature. As such, eSolutions is not obligated to ensure that our products will work correctly with discontinued software, or browsers that are no longer maintained or supported by its developer. Responsive Design Sites with a responsive design are fully supported on the latest versions of Firefox, Chrome, and Internet Explorer 11 and later. Older versions of Internet Explorer are not compatible with modern responsive design tools. Our sites are designed and coded to degrade gracefully and remain legible if they do not render correctly in older browsers. In addition, those visiting the website with older browsers will see a notification recommending that they upgrade their browser to a newer version for the best experience. Our responsive websites are also tested on the latest operating systems on iPad, iPhone, and Android devices. Standard Design For the public facing side of websites and online applications, we test with the following supported browsers: ▪ Microsoft Windows: IE 11/Edge, Firefox (latest at go live), Chrome (latest at Go Live) ▪ Apple OS X (latest at go live): Safari (latest at go live), Firefox (latest at go live), Chrome (latest at go live) eSolutions does not support beta versions of browsers on hosted applications. i:Create Editor Support For hosted solutions that utilize i:Create, eSolutions will provide at least 3 years of support for the i:Create editor version from the date that the supply of the services commences. The editor will support any new versions of supported browsers released during the support period.

Requirement	eSolutions' Response
	At the end of the support period, clients using older editors will need to update to a new editor version in order to access new features and potentially to allow for support for new browsers. Maintenance Windows The eSolutions standard maintenance windows are currently between 10 PM and 1 AM (EST) on the 3rd Tuesday of the month. eSolutions reserves the right in its sole discretion to alter these standard maintenance windows or to schedule a non-standard maintenance window from time to time by giving 24 hours notice to the Customer. Notification by Customer At the time the Customer believes that an event that qualifies for a service credit under this SLA has occurred, the Customer should contact eSolutions and confirm that a trouble ticket specific to the event has been opened. Once a ticket has been opened, eSolutions will initiate diagnostic testing and trouble isolation to determine the nature of the service quality or availability event. If the trouble is diagnosed as one which may be within the scope of coverage, responsibility and management of the trouble ticket will be assumed by eSolutions. Any necessary follow-up is the joint responsibility of the Customer and eSolutions. No service credits can be extended unless a trouble ticket has been opened with eSolutions. In addition, the Customer must formally request a service credit within 7 days of an eligible event if the Customer believes a service credit is due. eSolutions shall notify Customer via the following email addresses in case of a service outage: to be provided by customer. If Customer experiences a service outage, Customer may contact eSolutions personnel in the following manner: Phone: 1-866-691-5528 eMail: productsupport@esolutionsgroup.ca APPENDIX C – ACCESSING CUSTOMER SUPPORT How? You may use one of the two methods to contact eSolutions for support: *Please note: If you are experiencing a system outage, please phone us. Email: support@help.esolutionsgroup.ca Telephone: 1-866-691-5528

Requirement	eSolutions' Response																						
	What? Please be prepared to provide the following details (or include these details in your email). A helpful support ticket will be issued so that your issue is dealt with in an expedient manner. 8. What is your preferred method of contact (ie. eMail or Phone - please provide a number) 9. When can you be reached by our support staff for resolution. 10. Please describe the challenge that you are having in detail. 11. Please provide details of any error messages that you are receiving. 12. Please briefly describe what you were doing at the time the error occurred. 13. Please explain the urgency of your request. 14. Please provide any other details that may be pertinent. It is understood that in some cases providing these specific details may not be possible. Providing as much detail as is applicable will help eSolutions' staff respond in an efficient manner. To provide continued service and support and to enable us to communicate effectively keeping you up-to-date on your services, we require that you take a few moments to fill in the following form and return as soon as possible. Tracking Ticket Progress Status and progress on tickets can be viewed by logging into our support portal. (Link to be provided in executed HSA) Your access/login details for tracking tickets is contained within the email that you receive upon opening a ticket by emailing support@help.esolutionsgroup.ca. To provide continued service and support and to enable us to communicate effectively keeping you up-to-date on your services, we require that you take a few moments to fill in the following form and return as soon as possible. General Company Information: <table border="1"> <tbody> <tr><td>Company name:</td><td></td></tr> <tr><td>Company Website:</td><td></td></tr> <tr><td>Address:</td><td></td></tr> <tr><td>City:</td><td></td></tr> <tr><td>Postal Code:</td><td></td></tr> <tr><td>System Outage Contact</td><td></td></tr> <tr><td>Job Title:</td><td></td></tr> <tr><td>Phone:</td><td></td></tr> <tr><td>E-mail:</td><td></td></tr> <tr><td>Alternate e-mail:</td><td></td></tr> <tr><td>Cell / Pager:</td><td></td></tr> </tbody> </table>	Company name:		Company Website:		Address:		City:		Postal Code:		System Outage Contact		Job Title:		Phone:		E-mail:		Alternate e-mail:		Cell / Pager:	
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Company Website:																							
Address:																							
City:																							
Postal Code:																							
System Outage Contact																							
Job Title:																							
Phone:																							
E-mail:																							
Alternate e-mail:																							
Cell / Pager:																							

List of Contacts authorized to contact eSolutionsGroup for support

Company name (if different):	
Technical Contact (if different):	
Job Title:	
Phone:	
e-mail:	
Alternate e-mail:	
Cell / Pager:	

Company name (if different):	
Contact (if different):	
Job Title:	
Phone:	
e-mail:	
Alternate e-mail:	
Cell / Pager:	

Company name (if different):	
Contact (if different):	
Job Title:	
Phone:	
e-mail:	
Alternate e-mail:	
Cell / Pager:	

Escalation Procedures

eSolutions' software's escalation procedures raise the visibility and importance of your problem within our software. At the discretion of eSolutionsGroup, project manager, customer product support issues may be escalated internally to senior support technician, the product support manager, or the development team.

Job Title:	Product Support
Contact:	Support
Phone:	1-866-691-5528
e-mail:	support@help.esolutionsgroup.ca

Job Title:	Account Manager
Contact:	TBD
Phone:	TBD
e-mail:	TBD
Cell / Pager:	TBD

Requirement	eSolutions' Response										
	<table> <tr> <td>Job Title:</td><td>Principal</td></tr> <tr> <td>Contact:</td><td>Alison Carden</td></tr> <tr> <td>Phone:</td><td>519-884-3352</td></tr> <tr> <td>e-mail:</td><td>acarden@esolutionsgroup.ca</td></tr> <tr> <td>Cell / Pager:</td><td>519-404-5657</td></tr> </table>	Job Title:	Principal	Contact:	Alison Carden	Phone:	519-884-3352	e-mail:	acarden@esolutionsgroup.ca	Cell / Pager:	519-404-5657
Job Title:	Principal										
Contact:	Alison Carden										
Phone:	519-884-3352										
e-mail:	acarden@esolutionsgroup.ca										
Cell / Pager:	519-404-5657										

8.11 (E) DATA DISPOSAL

Requirement	eSolutions' Response
Specify your data disposal procedures and policies and destruction confirmation process.	Data disposal must be requested in writing by a Client. When removed from service any hard drives containing customer data are removed and are physically destroyed by a data disposal company and eSolutions is provided with a certificate of destruction which is provided to the Client.

8.12 (E) PERFORMANCE MEASURES AND REPORTING

Requirement	eSolutions' Response								
8.12.1 Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99.9% or greater availability.	We have created a robust solution by leveraging Microsoft highly available services and distributing service across Microsoft regional data centers. eSolutions will have the ability to recover services rapidly in an alternate data center if an incident occurs in the primary data center. eSolutions confirms meeting an application availability objective of 99.99%.								
8.12.2 Provide your standard uptime service and related Service Level Agreement (SLA) criteria.	Service Level Commitments <table> <tr> <th>Availability Objectives</th><th>Availability Objective</th></tr> <tr> <td>Application Availability</td><td>99.99%</td></tr> <tr> <td>Network Availability</td><td>99.995%</td></tr> <tr> <td>Power Availability</td><td>99.9995%</td></tr> </table> Recovery time: We have an Active/Active DR setup so there is no outage	Availability Objectives	Availability Objective	Application Availability	99.99%	Network Availability	99.995%	Power Availability	99.9995%
Availability Objectives	Availability Objective								
Application Availability	99.99%								
Network Availability	99.995%								
Power Availability	99.9995%								

Requirement	eSolutions' Response																				
	Service Level Agreement <table><tr><th>Severity Level</th><th>Description</th><th>Response Time</th><th>Resolution Time</th></tr><tr><td>1</td><td>Outage of system The production server/system is completely down and is not operational, or the operation of a mission critical application is severely impacted by the problem and work cannot reasonably continue. No acceptable work around exists.</td><td>Within 1 hour</td><td>ASAP</td></tr><tr><td>2</td><td>Limited or Failure of functionality There is limited use of the production server, application, or system. Some features work, but others do not. The production server or application is subject to periodic interruptions in service and is considered unstable after service has been restored. <i>E.g., an impairment on the public facing side of your application where there is no other way to complete the task</i></td><td>Within 4 hours</td><td>1 business day</td></tr><tr><td>3</td><td>Non-critical failure of product functionality that has no significant effect on productivity or overall product usage. This includes issues that have workarounds. <i>E.g. A product problem that results in a minor or no loss of service; however, you experience an inconvenience.</i></td><td>Within same business day</td><td>2 weeks</td></tr><tr><td>4</td><td>Used for cosmetic issues, feature requests, product enhancements, and all non-critical or non-time sensitive issues. There is no impact on the quality, performance or functionality of the product.</td><td>Same business day</td><td>Next product version release or before the end of Warranty Period</td></tr></table>	Severity Level	Description	Response Time	Resolution Time	1	Outage of system The production server/system is completely down and is not operational, or the operation of a mission critical application is severely impacted by the problem and work cannot reasonably continue. No acceptable work around exists.	Within 1 hour	ASAP	2	Limited or Failure of functionality There is limited use of the production server, application, or system. Some features work, but others do not. The production server or application is subject to periodic interruptions in service and is considered unstable after service has been restored. <i>E.g., an impairment on the public facing side of your application where there is no other way to complete the task</i>	Within 4 hours	1 business day	3	Non-critical failure of product functionality that has no significant effect on productivity or overall product usage. This includes issues that have workarounds. <i>E.g. A product problem that results in a minor or no loss of service; however, you experience an inconvenience.</i>	Within same business day	2 weeks	4	Used for cosmetic issues, feature requests, product enhancements, and all non-critical or non-time sensitive issues. There is no impact on the quality, performance or functionality of the product.	Same business day	Next product version release or before the end of Warranty Period
Severity Level	Description	Response Time	Resolution Time																		
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4	Used for cosmetic issues, feature requests, product enhancements, and all non-critical or non-time sensitive issues. There is no impact on the quality, performance or functionality of the product.	Same business day	Next product version release or before the end of Warranty Period																		
8.12.3 Specify and provide the process to be used for the participating entity to call/contact you for support, who will be providing the support, and describe the basis of availability.	eSolutions provides end user support located out of Waterloo, Ontario. We have a toll free number, live chat, email /ticket system, an online support community with documentation and videos. This support will be available by telephone, or by email and is available 7:00am-6:00pm (in the applicable time zones), Monday to Sunday. Emergency support outside of regular business hours is also available by telephone.																				

Requirement	eSolutions' Response
8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.	eSolutions is determined to provide the highest level of service we are able to give our customers. eSolutions makes use of redundant systems and networking components to allow for continued operation throughout minor system failures and avoid disruption to our client services. Our basic hosting agreement includes terms that allow for a refund of portions of the service fees in the event of an outage of more than 1 hour up to a maximum refund of the monthly fee.
8.12.5 Describe the firm's procedures and schedules for any planned downtime.	In the event that an extended outage of the services occurs the client is to be refunded 1/30 th of the monthly fees for the service for every full hour of downtime up to a maximum of the monthly fees for the service.
8.12.6 Describe the consequences/SLA remedies if disaster recovery metrics are not met.	eSolutions can provide batch statistics in the form of service delivery and performance reports on a monthly basis. The reports contain metrics of site availability, site response time, change tracking and other applicable information. A copy of a performance report is available upon request.
8.12.7 Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.	eSolutions recommends using google analytics to retrieve website usage reports and statistics. Google Analytics is an easy to use tool that helps you to better analyze your website. Use a dashboard, create campaigns and take advantage of custom reports to focus on the statistics that are specific to your website needs. Best of all, Google Analytics is intuitive and your stats are displayed in a way that is visually appealing. Google constantly updates the platform to reflect the latest changes on the web. Google Analytics analyzes traffic for one or more websites and provides accurate and easy to understand reports on your visitors – where they come from, how they use your site, what converts them into customers and much more. Using the Audience Overview report, you will be able to quickly see how many visitors (sessions) and unique visitors (users) came to you website for any given date or time. The date range is customizable and easily expanded. It also includes the following key metrics: ■ Page views ■ Pages/Session ■ Average Session Duration ■ Bounce Rate ■ Percentage of New Sessions 

Requirement	eSolutions' Response
8.12.8 Ability to print historical, statistical, and usage reports locally.	Confirmed. The deployment is supported 24x365.
8.12.9 Offeror must describe whether or not its on-demand deployment is supported 24x365.	Microsoft Azure will be used to scale up/down additional nodes as required. This ability is available 24x365.
8.12.10 Offeror must describe its scale-up and scale-down, and whether it is available 24x365.	In the event that an extended outage of the services occurs the client is to be refunded 1/30 th of the monthly fees for the service for every full hour of downtime up to a maximum of the monthly fees for the service.

8.13 (E) CLOUD SECURITY ALLIANCE

Requirement	eSolutions' Response
Describe and provide your level of disclosure with CSA Star Registry for each Solution offered.	
a. Completion of a CSA STAR Self-Assessment. (3 points)	Confirmed. A CSA STAR Self Assessment (CAIQ) has been embedded below.  CAIQ_v3.0.1-09-01-20 17_FINAL - eSolutions'
b. Completion of Exhibits 1 and 2 to Attachment B. (3 points)	Exhibit 1 of Appendix B has been provided above in 8.13.a.
c. Completion of a CSA STAR Attestation, Certification, or Assessment. (4 points)	eSolutions does not have a CSA STAR Attestation, Certification, or self assessment other than the above.
d. Completion CSA STAR Continuous Monitoring. (5 points)	eSolutions does not have a CSA STAR Continuous Monitoring.

8.14 (E) SERVICE PROVISIONING

Requirement	eSolutions' Response
8.14. 1 Describe in detail how your firm processes emergency or rush services implementation	eSolutions can accommodate expedited implementations, however this is subject to the Purchasing Entity's availability to work with a compressed schedule. Our detailed implementation schedule for each module will overlap to accommodate this expedited implementation, and non-critical modules and

Requirement	eSolutions' Response
requests by a Purchasing Entity.	integrations may be done as future phases. In addition, analysis/consultation, information architecture/sitemap, design and content writing schedules can be compressed if the Purchasing Entity has sufficient resources to do in a shorter time frame. Design and implementation time can be decreased further by using out of the box templates (layouts) and customizing only the logo and colors.
8.14.2 Describe in detail the standard lead-time for provisioning your Solutions.	I:Create modules can be either phased-in or implemented all at the same time. The vast majority of our clients opt for the phased-in approach as it provides time to learn the system features with our phased-in plan. The typical delay is on the Client's side, ensuring their web page and documents are refined and ready for the website. Our staff of writing professionals can assist in the writing process. A full site implemented at one time can be accomplished within three weeks but this is dependent on the Purchasing Entity's readiness and minimizing custom designed components, as detailed above. For a phased-in implementation, the core CMS, calendar, contact directory and form builder can be implemented within three to five weeks from the date of contract execution. The remaining modules and integrations can be phased in at the request of the client.

8.15 (E) BACK UP AND DISASTER PLAN

Requirement	eSolutions' Response
8.15.1 Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.	Daily backups are maintained for 7 days, weekly backups for 4 weeks, monthly backups for 6 months. The SaaS solution does not provide unique retentions policies per purchasing entity.
8.15.2 Describe any known inherent disaster recovery risks and provide potential mitigation strategies.	The solution is designed to be resilient, highly available and recoverable. It is understood that there is a risk in utilizing a single IaaS provider (Azure). It would be possible to architect a solution that leverages a second IaaS provider in order to mitigate that risk.
8.15.3 Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.	eSolutions has leveraged Azure cloud services which provides a flexible platform for the hosting infrastructure. Azure operates a broad and flexible scope of services across a number of data centers located in the US. The resilient and redundant scope of the Azure services allows the solution to be rapidly scaled or recovered as appropriate.

8.16 (E) HOSTING AND PROVISIONING

Requirement	eSolutions' Response
8.16.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.	eSolutions hosts and manages all the required cloud provisioning processes necessary to host the solution as a SaaS deployment.
8.16.2 Provide tool sets at minimum for:	
1. Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.)	As a fully managed SaaS solution, the customer does not have the requirement or access to deploy new servers.
2. Creating and storing server images for future multiple deployments	As a fully managed SaaS solution, the customer does not have the requirement or access to deploy new servers.
3. Securing additional storage space	As a fully managed SaaS solution, the customer does not have the requirement or access to deploy new storage.
4. Monitoring tools for use by each jurisdiction's authorized personnel – and this should ideally cover components of a public (respondent hosted) or hybrid cloud (including Participating entity resources).	As a fully managed SaaS solution, the customer does not have the requirement to monitor the cloud resources.

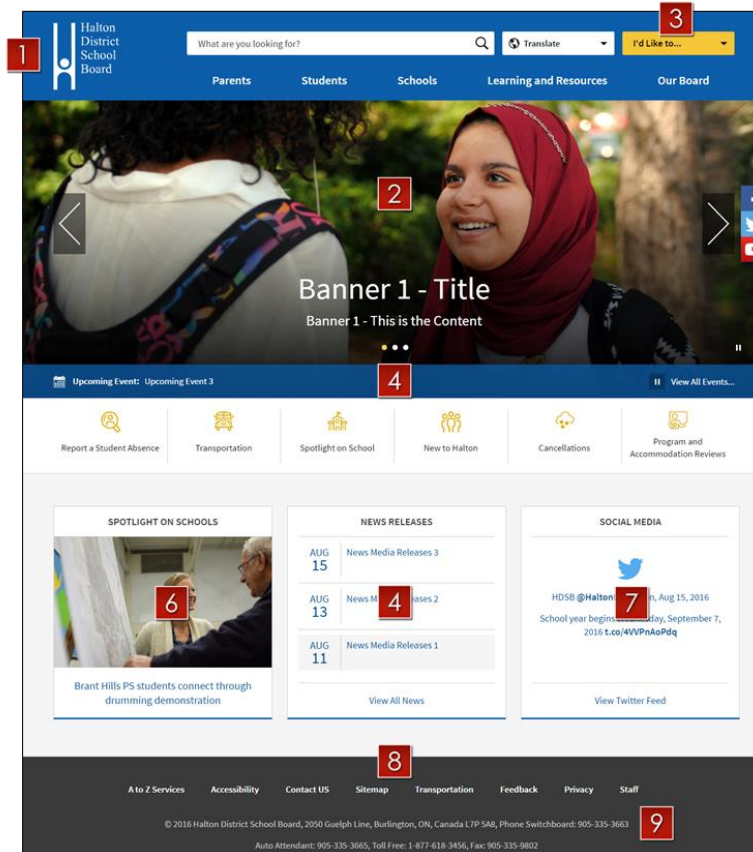
8.17 (E) TRIAL AND TESTING PERIODS (PRE- AND POST- PURCHASE)

Requirement	eSolutions' Response
8.17.1 Describe your testing and training periods that your offer for your service offerings.	Upon request, eSolutions will provide deep-dive web demonstrations are also available for each Purchasing Entity. eSolutions can provide prospective Clients access to a Trial Site and access to web-based training resources such as how to manuals, videos and access to our support personnel at no cost for a period of fifteen (15) days
8.17.2 Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet	eSolutions can provide a demonstration of i:Create product along with additional information on our company, security, hosting infrastructure, etc. upon request.

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Requirement	eSolutions' Response
mandatory requirements.	
8.18.3 Offeror must describe what training and support it provides at no additional cost.	eSolutions believes in being very thorough in our training and provides different types of training depending on the needs of our clients. Product training for all stakeholders who will be using the software that you purchase is included with the purchase of all products. Training is on-site, hands-on and administered by eSolutions' professional trainers. All sessions include complete documentation (i.e. for eSolutions' products such as i:Create, Calendar, Form Builder, News Module, etc.). Training can also include optional sessions that will enhance your final website in terms of its readability, search engine results and accessibility. eSolutions provides system and user instruction to the majority of our clients on a regular basis, including courses and training sessions. This instruction is provided on a train-the-trainer and train-the-contributor basis and includes the deployment and use of our web-based software systems. In many cases, we customize the instructional solution to ensure that it fits the needs of each client and that the structure of the training is relevant to the structure of the application. For such tasks, we offer our training team members who have expertise in the deployed software systems, and have also achieved a secondary specialty in training. Documentation eSolutions maintains a comprehensive online portal with manuals, FAQs, and How-Tos for clients. These manuals are updated as the product is enhanced. We also provide a detailed training manual for each client that shows how to edit each part of the website.

The following pages include excerpts from the Halton District School Board's custom training reference documents.



HOMEPAGE

1

Homepage Logo

Edit items through Our Board – Gear Icon – Site Contents – Logo

2

Homepage Banner Images

Change by editing Home Page – Gear Icon – Site Contents – Banner Images.
Image size: 1600 x 620 (pixels)

3

I'd Like To

Change by editing Home Page – Gear Icon – Site Contents – I'd Like To.

4

News Ticker and News Feed

News ticker pulls five most recent entries.

Add or edit news items through Our Board – Gear Icon – Site Contents – News.

5

Home Page Quick Links Banner

Change by editing Home Page – Gear Icon – Site Contents – Quick Links Banner.

6

Spotlight on Schools

Change by editing Home Page – Gear Icon – Site Contents – Spotlight.

Click on image and select “Edit Item” at upper left to change.

Image size: 336 x 202 (pixels)

7

Twitter Feed

Automatically pulls corporate feed. To adjust the Twitter feed, edit page and select option to add new feed.

8

Footer Links

Change by editing Home Page – Gear Icon – Site Contents – Footer Links.

9

Contact and Copyright Information

Change by editing Home Page – Gear Icon – Site Contents – Reusable Content.

Writing for the Web

Based on our experience with more than 400 municipal clients, eSolutions has developed a comprehensive “Writing for the Web” training program to help ensure the perfect meld of advanced web technologies with writing talent that best expresses your municipal brand.

Our “Writing for the Web” seminar can include the writer, as well as Purchasing Entity staff who will maintain content on the website, to ensure continuity in content creation. We’ve included information on the core content readiness services we provide below:

Writing for the Web

- How to approach and create accessible, easy-to-understand, engaging web content
- Writing first drafts, editing and incorporating changes, and creating the final polished copies
- Differences between print and web writing
- How to reach the largest possible audience through simple, plain language
- Methods for meeting accessibility standards
- In-depth training, where questions and feedback are welcome

Requirement	eSolutions' Response
	How to share resources in content, such as inserting images, saving resources and creating proper hyperlinks Support eSolutions provides end user support, located out of Waterloo, Ontario. We have a toll free number, live chat, email /ticket system, an online support community with documentation and videos. This support will be available by telephone, or by email and is available 7:00am-6:00pm (in applicable time zones), Monday to Sunday. Emergency support outside of regular business hours is also available by telephone.

8.18 (E) INTEGRATION AND CUSTOMIZATION

Requirement	eSolutions' Response
8.18.1 Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.	i:Create can integrate with any system that has a RESTful API, Webservice, or similar method to integrate. Integration costs are extra and are quoted based on requirements. In addition, the CMS administrative functions are all API based, which means there is the opportunity for the Purchasing Entity to automate the pushing, pulling, and management of the CMS if required. eSolutions also offers parser technology, which allows Purchasing Entity staff the ability to pull in the look and feel of the website into their own custom applications.
8.18.2 Describe the ways to customize and personalize the Solutions you provide to meet the needs of specific Purchasing Entities.	Each Purchasing Entity has the opportunity to go through our design process which offers the flexibility for the Purchasing Entity to have their own look and feel that meets their specific needs. Further, the Layout Builder for i:Create (included with CMS) allows you to build your own templates allowing you to include more feature-rich content on your web pages using modular components that can be simply dragged and dropped into the desired layout. - Easily create unique interior page layouts or update existing ones with the drag and drop functionality - Add content and images using i:Create's simple "what you see is what you get" editing tools - Single and multi-column layout and image boxes with calls-to-action available - Fully responsive & meets WCAG Level 2.0 Level AA regulation

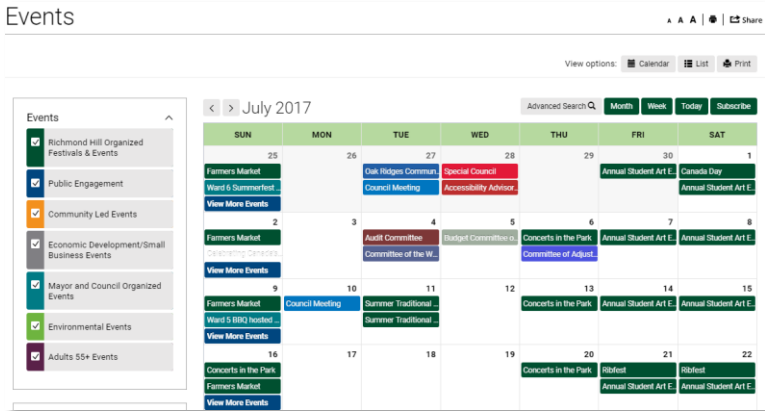
8.19 (E) MARKETING PLAN

Requirement	eSolutions' Response
Describe your how you intend to market your Solutions to NASPO ValuePoint and Participating Entities.	eSolutions understands the benefits and best value that a NASPO Valuepoint purchasing cooperative contract offers both government agencies and eSolutions. However, being awarded a NASPO ValuePoint contract is only step-one to unlocking the business potential of this contract. Since 1999, eSolutions has collaborated with public sector entities to deliver engaging digital solutions that help connect with and empower their stakeholders. We understand the tremendous benefits, cost and time-savings for public procurement professionals and their Purchasing Entity. The importance of good communication and a marketing program is the next step to earning business from government agencies. In addition to eMarket Center Ordering Instructions that will provide visibility to the contract, eSolutions will communicate and promote the NASPO contract in cooperation and with the approval of the State of Utah, the lead state, but some of our preliminary marketing plans include; ▪ Educating eSolutions staff on the NASPO contract, conditions and pricing. ▪ Attending public agency tradeshow. eSolutions is an annual Vendor at GMIS as well as the NIGP Annual Products Exposition and has attended several NIGP chapter trade shows; such as the Florida Public Procurement Organization (FAPPO), the New York State Association of Municipal Purchasing Officials (SAMPO) and Chapter reverse trade shows such as the Sarasota Bay Area Chapter. ▪ We will develop a web page that will promote the NASPO contract which will contain the following pertinent information; eSolutions contact person and contact information, contract information links to Contract documentation such as the Master Agreement, Service Level Agreements, etc. ▪ Weekly webinars on the NASPO Valuepoint contract which will be offered to accommodate various time-zones. ▪ Email marketing, develop of marketing pamphlets and business cards with the NASPO Valuepoint contract information. ▪ Advertising in professional public procurement magazines such as GovPro.

8.20 (E) RELATED VALUE-ADDED SERVICES TO CLOUD SOLUTIONS

Requirement	eSolutions' Response
Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post-implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.	Form Builder – Included with CMS Looking to move your Registrations and Reporting Online? With Form Builder it's easy to create ADA (WCAG 2.0 Level AA) compliant, mobile-friendly forms that are integrated right into your website's current look and feel. You can even design and quickly set up your own payment forms with its built-in eCommerce capabilities. Key features: ▪ Responsive design – layout adapts to mobile, tablet or any PC screen size ▪ Forms are integrated within your website's look and feel ensuring brand consistency ▪ Web-based administration integrated with i:Create ▪ Built-in robust eCommerce system that lets you: ○ Set prices based upon individual user responses(Beanstream or Moneris account required) ○ Quickly setup an unlimited number of online payment forms ○ Pre-approve user information prior to purchase ○ Offer security through our PCI 3.1 DSS compliant Data Fortress ▪ WCAG 2.0 Level AA compliant ▪ Customizable email notifications available ▪ Response Report and Excel Export for simple reporting and exporting ▪ Customizable email notifications/communications ▪ Multiple question types available including: ○ Text box ○ Drop down list ○ Multiple choice – check box and radio button ○ Date picker ○ File upload ○ CAPTCHA ○ Email address validation ▪ Question logic – show/hide a question based upon answer to another question Calendar and Events - Included with CMS Feature all of your events, meetings, programs and activities with a responsive, customizable web-based solution that puts you in control. The calendar module gives you the power to manage and post events across multiple calendars, easily map fields by importing directly from Excel and create



Requirement	eSolutions' Response
	customized fields and permissions, while also intuitively promoting user engagement through event update subscriptions, automated emails and the event submission and approval feature. Event planning and publishing across every location and department provides the ultimate experience in collaboration and simplifies your calendar. Key Features: - Can be seamlessly integrated into your current website. - User-friendly, responsive design dynamically adjusts for viewing across all devices. - Allows for user subscriptions to specific events or to a full calendar receiving weekly email updates (complies with CAN-SPAM and CASL requirements). - Specific calendars can be set up to allow public users to submit and manage events through a free account. - A secure administration area allows for simple management of user submitted events, approvals/rejections, email confirmations and permissions. - Automated email reminders and notifications can be sent directly to the user based upon account settings. - A customizable event search allows users to filter by date range, category and keyword. - Allows scheduling of a featured event through a set period of time, eliminating the need for multiple updates. - Custom week and month print views can be generated based on search criteria. - Integrates directly into the mapping service you currently use like an ESRI mapping environment. 

School Board Events Calendar

Board and Committees

Search Criteria

Start Date: 08/23/2016 End Date: 08/23/2018

Category: Please Select ...

Keyword(s):

Search Clear Save Search Clear Saved Search

Search Results
(68 Results Found)

Tuesday, August 23, 2016 to Thursday, August 23, 2017

Meeting Date	Meeting	Agenda	Highlights	Addendum
September 8, 2016 7:00 p.m.	Durham Catholic Parent Involvement Committee Meeting			
September 13, 2016 7:00 p.m.	Special Education Advisory Committee (SEAC)			
September 26, 2016 7:30 p.m.	Durham Catholic District School Board Meeting	View Agenda	View Highlights	
October 3, 2016 7:30 p.m. - 9:00 p.m.	Regular Board Meeting	View Agenda		

School Listing & Staff Directory - FREE

This i>Create add-on lets you build a comprehensive and organized database schools, and offers a one-stop-shop where site visitors can learn more about the programs and features available at each school. The directory allows you to create an unlimited number of searchable listings. Listings can include the school name, principals, vice-principal, board, contact information and hours, and even a link to an automatically generated map of the location.

Below are examples of the School Listing and a Staff Directory:

School List

Home / Schools / School List

Search by Type

☐ Administration ☐ Elementary School ☐ Secondary School

☐ Continuing Education ☐ Environmental Education Centre

Advanced Search

Map

Search Results (168 results found)

A. B. Lucas Secondary School

Description: Email: lucas@trdsb.on.ca

Principal: J. Beynon

Vice Principals: R. Anderson, T. Truitt

Secretary: R. Loker

Superintendent: P. McKenzie

Trustees: P. Jaffe, M. Reid

655 Tennant Avenue

519-452-2600

[A. B. Lucas Secondary School website](#)

A. J. Baker Public School

Description: Email: baker@trdsb.on.ca

Principal: C. Passmore

Vice Principal: Secretary: J. Boudreau

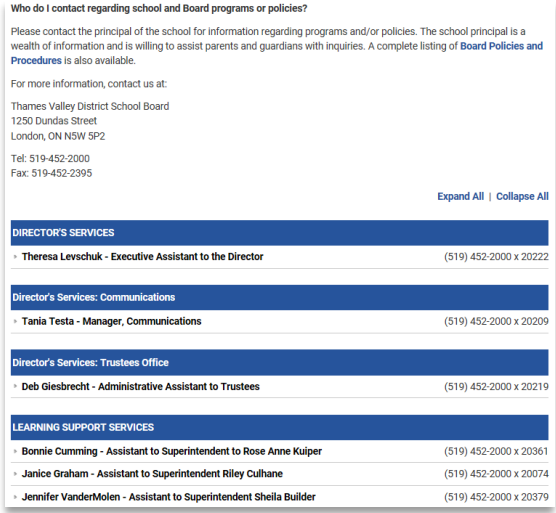
Superintendent: P. McKenzie

Trustees: G. Hart, W. McIlwain

199010 19th Line

519-255-1098

[A. J. Baker Public School website](#)

Requirement	eSolutions' Response
	Staff Directory  SITEIMPROVE eSolutions has partnered with SiteImprove, a leading provider of website governance software. SiteImprove automates the process of identifying errors and problems on your website by offering the ability to: Find broken links and misspellings Automatically detect broken links and misspellings and see a full inventory of media files, email addresses and other documents. Set website policies Set a range of website policies on pages, documents and media files that help ensure multiple editors conform across multiple sites. Improve accessibility See WCAG 2.0 and Section 508 issues to help make your website more inclusive while improving W3C compliance and SEO. Find SEO optimization errors Easily interpret search engine optimization data for your website, without the need for specialist training. Automated reporting Get the complete overview of your content performance with automated, custom reports delivered directly to your inbox.

Requirement	eSolutions' Response
	24/7 monitoring of key pages Monitor your key pages for response time, uptime and downtime, 24/7 from global servers. Save time by prioritizing your work Save time and easily prioritize your work through traffic data and click information on individual web pages. Identify issues on PDFs Ensure your PDFs are error-free by scanning for accessibility issues and broken links on PDFs across your website. Easy analytics and visitor tracking Track your visitors' behavior through the Behavior Map with Heat, Click, and Scroll maps and use advanced filters to help make informed business decisions. Enhance user experience Analytics Feedback is a useful add-on that allows visitors to provide direct feedback by leaving reviews or comments on web pages, allowing you to capture their ideas and make website improvements. Siteimprove integrates with i:Create as a CMS plugin. When editing a page, simply click the Siteimprove button and page quality information from Siteimprove will appear within the editor. This includes broken links, spelling errors, and accessibility errors. This efficiently allows content editors to see and correct mistakes all in the same window. Additionally, Siteimprove page analytics information is shown allowing the content editor to make informed decisions about layout and content updates. The page can be rechecked with a click of a button to ensure the page is error free before it is published.

8.22 (E) SUPPORTING INFRASTRUCTURE

Requirement	eSolutions' Response
8.22.1 Describe what infrastructure is required by the Purchasing Entity to support your Solutions or deployment models.	Our solution is a SaaS solution deployed in a public cloud. No infrastructure is required by the Purchasing Entity.
8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs?	Not applicable.

ADDITIONAL NARRATIVE RESPONSES

A. A complete narrative of the Offeror's assessment of the Cloud Solutions to be provided, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed

eSolutions' Response:

The i:Create CMS has been in use since 1999, and have been developed according to client needs. Our clients drive our product roadmap, which is reviewed with our clients in quarterly user group meetings. These meetings give the opportunity to preview upcoming features and roadmap items, and provide a forum for client feedback. The CMS is highly flexible and can be scaled to meet the requirements of clients of any size. Our narrative below describes our implementation process and key features of the CMS.

Key Features:

- Allows for viewing and editing online content directly in your browser – no applications, installations or add-ons required
- User-friendly, responsive design ensures your site looks great, whether it's viewed on a computer, tablet or smartphone
- Ensures compliance with the ADA and CAN-SPAM
- Easy file and image management. Upload and organize your documents and media using sub folders and make basic image edits such as cropping, resizing, and rotating, right in the CMS
- Support for multiple languages
- Optional LDAP/Active Directory or SAML2 SSO integration. Link i:Create into your organization's Active Directory server to automatically import users into i:Create and provide one login
- Integrated reports allow you to identify stale content and view editor activity

PROJECT MANAGEMENT APPROACH AND METHODOLOGY

eSolutions bases its approach on the philosophy that project managers have the overall responsibility for keeping the project on time and on budget. In addition, a project coordinator is assigned to the account to provide further project management resources where required.

The project management level within eSolutions is comprised of senior staff members who have demonstrated such abilities. In-house training for project managers is mandatory and external training (such as PMI) is encouraged. The project management approach is built around the following steps:

- | | |
|---------------------------|--|
| ▪ Definition of scope | ▪ Definition of Key Performance Indicators |
| ▪ Definition of budget | ▪ Assurance that all milestones are met |
| ▪ Definition of personnel | ▪ Evaluation of KPIs with client |
| ▪ Definition of timelines | ▪ Definition of milestones |

Our well-proven 360° philosophy of project management is based on an approach that views each project as a part of pervasive and far-reaching objectives held by our clients. By collaboratively defining objectives, envisioning winning strategies, and building well considered tactics, we help our clients maximize their ability to introduce and accomplish new objectives.

eSolutions' key to success is ensuring we follow a defined process with our clients. We also understand we must remain flexible at the same time. We recognize the elements for a win-win situation are an understanding of the project scope, schedule and budget, and that communication is paramount. The project constraints in a project of this nature are identified in our weekly meetings with the project team. Typically, the projects we have go incredibly smoothly. The challenge that may exist is in the content writing and ensuring the staff has the time to complete this very important task. eSolutions will train the staff in writing for the web and provide a content schedule along with a website style guide. We will assign a business lead and follow up on a weekly basis on the progress.



COMMUNICATION APPROACH

eSolutions will hold weekly progress meetings with the Project Manager and the Purchasing Entity's representative to review the progress of a project. Before each weekly meeting, we send an Agenda with an attached Weekly Status Report.

Our Project Coordinator is responsible for issuing both reports with approval from the Project Manager. eSolutions is responsible to provide Meeting Notes which provides a summary of action items with deadlines and assigned personnel. The meeting notes and agendas will provide in sufficient detail project process, status, testing and acceptance. We also provide an acceptance list with all past approvals (person/date/time stamp) and budget with invoices to the project manager at the County.

To ensure a successful delivery of this project, it will be imperative that both eSolutions and the Purchasing Entity provide the required resources, project management and Purchasing Entity delivery. It is recommended that at least one individual from the County be designated as the project manager to assist eSolutions in gaining the required content and approvals for the various milestones that will form the project plan.

The main requirements of the Purchasing Entity for this project are:

- Designation of one or more staff who will act as the main contact and project facilitator
- Provision of content (copy, imagery, file attachments, databases, etc.) in suitable electronic format
- Provision of approvals on key milestones throughout the project

- Attendance at all status meetings
- Assistance of Purchasing Entity IT staff where required (with regards to hosting, network requirements, applications)
- Provision of payment for services at pre-determined intervals in accordance with a mutually agreed upon schedule
- Adhere to the project schedule once determined the final deliverables in the analysis stage.

CHANGE PROTOCOL PROCESS

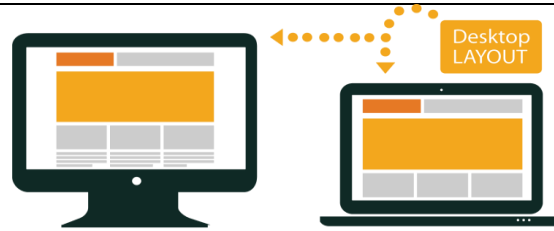
As we undertake any project there is always the potential that some unforeseeable event will pose a risk to the outcome. eSolutions recognizes this; therefore, we regularly evaluate each project's current state and the potential risks at every stage. The project manager will also regularly evaluate previously identified risks to ensure that they have not, in fact, become issues.

The following chart outlines the preliminary risks eSolutions has identified as potentially occurring within the parameters of this project.

Identified Risk	Response to Overcoming Challenge
Loss of CLIENT resource	Transfer – if a key Purchasing Entity team member is no longer available, the Purchasing Entity will be responsible for replacing that team member
Loss of eSolutions resource	Mitigate – eSolutions has a core web design and development staff of over 70 to draw on; in the event that a proposed resource is no longer available, we have additional resources available to be assigned to the project
Key information regarding the Purchasing Entity not available	Mitigate – eSolutions will provide the county with a marketing questionnaire to complete if expected documents are not available
Key representatives not available during scheduled session times	Mitigate – eSolutions will request availability of representatives far in advance of planned workshops, meetings and presentations. We will investigate alternatives, such as conference calls and WebEx meetings, for anyone not available face-to-face.
Working meetings do not achieve desired outcomes	Acceptance – eSolutions will make itself available for additional meetings via conference call if the objective of a working meeting is not met by the end of the meeting
Presentation is cancelled	Acceptance – eSolutions will make itself available for the next available meeting to complete the presentation but will be unable to continue work on the project until the presentation is made
Sign off is late on a deliverable	Acceptance – eSolutions will advise the Purchasing Entity of upcoming deliverables that require signoff/feedback, but if the Purchasing Entity is late with providing sign off or feedback, the project schedule will be adjusted accordingly

DESIGN

eSolutions employs the latest front-end technologies to build a fully responsive website making it mobile compliant. Optimized for desktop computers, tablets, and smart phones, our responsive solutions take content from a single source and automatically adjust it to the screen resolution and orientation on which it is being view.



Touch and mouse-friendly, our responsive websites deliver a seamless, cross-platform experience, improving usability and accessibility for users on any device.



Accessible and AODA Compliant

We consider ourselves thought leaders in Web Accessibility and the AODA. For the last 9 years we have been developing and validating our sites to the WC3, WCAG standards to ensure that our websites provide a good user experience no matter what.

For the last three years we have been developing sites to meet the WCAG 2.0 AA standard. This is not a requirement until 2021. eSolutions has also engaged the Ontario government to provide clarification on the AODA legislation and participates in various outreach events and conferences. We have also been part of a MISA subcommittee on web accessibility and have developed an accessibility toolkit as part of the committee. eSolutions also hosts the annual

OpenWeb accessibility conference, focusing on educating participants on the legislated web accessibility requirements and how to meet them.

Relative Experience:

eSolutions has taken a proactive approach to accessibility and ADA compliance. All applications have been thoroughly tested for compliance, and accessibility is built in to the design of our applications. eSolutions has also partnered with KW AccessAbility and local Accessibility groups (Durham/Oshawa etc.), for user testing.

The user testing sessions validate accessibility improvements, and the feedback from the sessions is used to make further refinements to our applications.

- Over 300 Ontario Municipal Sites which conform to the AODA (similar to the ADA in that it requires WCAG 2.0 Level AA compliance)
- Expert in-house experience with the ADA, WCAG 2.0 AA Development, and Content Writing
- Regularly teach and train clients on Accessibility (writing, documents, development)

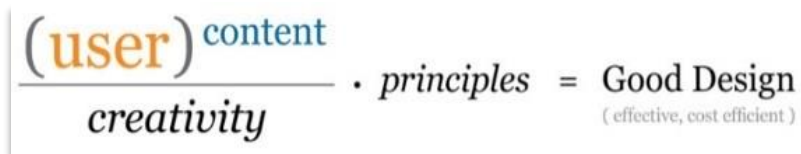
- Work with local accessibility associations and groups for feedback and testing
- We host an Annual Accessibility Conference
- MISA (Municipal Information Systems Association) Accessibility Committee
- Developed the MISA Accessibility Toolkit with the MISA Team
- Participation in multiple Accessibility Conferences in Ontario as speakers and leaders in the industry

Recent Presentations Include:

- Barrier Free Digital Services - GMIS, St. Louis, Missouri, August 2018
- Barrier Free Digital Services - OSUM, Niagara Falls, May 2018
- Barrier Free Digital Services - MISA Prairies, Alberta, May 2018
- OpenWeb Accessibility Conference, City of Ottawa, December 2017
- OpenWeb Accessibility Conference, City of Ottawa, December 2017
- OpenWeb Accessibility Conference, Region of Durham, April 2017
- OpenWeb Accessibility Conference, Region of Waterloo, April 2016
- MISA Toolkit presentation, 2014 and 2015 MISA Ontario Annual Conference
- User Testing: Collaborative Approaches to Solving Accessibility Challenges, University of Guelph Accessibility Conference, May 2014 and May 2015
- OpenWeb Accessibility Conference, Waterloo, April 2014
- OpenWeb Accessibility Conference, Waterloo, November 2013
- eSolutions uses the following checkpoints are designed to make the site usable by a variety of browsers and assistive technologies:
 - Compliant with W3C HTML 5 and CSS 3 website standards.
 - Use standard code libraries for browser compatibility - jQuery, Modernizr
 - Website is tested with JAWS, NVDA and ZoomText – three of the most popular assistive technologies in Canada.

Consistent, Clean, Intuitive

Our creative team organizes key points and follows a proven design process to ensure we meet the School Board's demands and objectives of a user friendly, intuitive, consistent and searchable site. At the analysis and consultation phase, we refine the specific goals and objectives of the website's design.

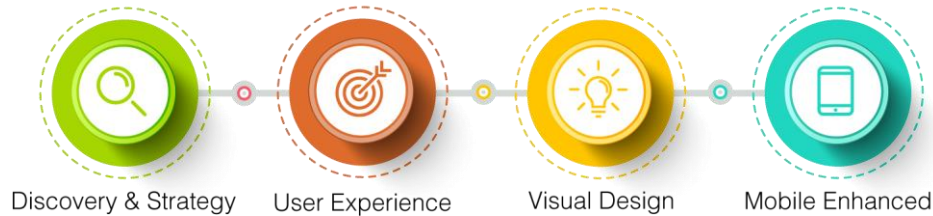


In every design process we assess a number of factors that influence the final design, including:

- Intended user groups - General public, business sectors, youth, council, and staff?
- Intended user medium – Desktop, tablet, smartphone?
- Client objectives for messaging - Professional, approachable, persuasive, classical?
- Colour schemes and fonts - Lights/darks, colours/monochromes, serif/sans-serif?
- Images and graphics - Portrait/close-up, people/things, logos/callouts/taglines?

We take the time up front in every project to ensure a well-designed and relevant structure and navigation for the website, working from a usability perspective at all times to ensure that the site has an emotive brand impact.

We accomplish this by following the **four pillars** of our UX & Design process:



Discovery & Strategy

Discovery & Strategy is the foundation of our design process. It's how we ensure that the success of your site is achievable and measurable. Before creating the look and feel for your website, our team embarks on a journey of discovery that includes stakeholder interviews, focus groups, web analytics, task analysis, user profiles/personas, and competitor assessment.

We don't like to make assumptions. Our intuition and creativity are always grounded by data. This is how we guarantee that the solutions we provide are tailor-made for the unique requirements of each client.

User Experience

We are fierce advocates for end-users. How they respond to your new website is the defining measure of its success. We deliver outstanding user experiences by focusing on these core UX heuristics:

- Users should be provided with appropriate feedback, ensuring that they always understand what is going on
- Your content should be delivered using plain language; filled with words, phrases and concepts familiar to users.
- Users should always have the freedom to navigate, perform actions and recover from mistakes.
- Content should be consistent. Users should not have to wonder whether different words or actions mean the same thing.
- User errors should be minimized or prevented. If they do occur, users should be able to correct them quickly
- Navigating and interacting with your site should require a minimal cognitive effort.
- A website's user interface should cater to both inexperienced and experienced users.
- Content should be necessary and useful
- Usability applies to everyone. A website that is not accessible is not usable

By focusing on these principles, we ensure that your solution bridges the gap between a website that simply works, and a website that is delightful to use.

Visual Design

At eSolutions we do not believe that one size fits all. Every visual design that we produce is the sum of your vision and our expertise. We design for all tastes, from minimal and precise to whimsical and layered. Our designs empower your content with immersive layouts, expressive typography, bold calls-to-actions, and clever overlays.

Our great looking websites are the product of a rigorous process. Before developing high-fidelity concepts, our talented team of award-winning designers undergoes an internal process that includes ideation sessions, mood boards, wireframing, and story-boarding. We work hard to understand every aspect of your vision and brand.

When our research and preparation is complete, we partner with our clients to design and iterate on full fidelity concepts. We produce multiple concepts of each template (ex. homepage, interior) and work with your team to gather feedback, make adjustments, and ultimately produce a design that you'll love. The most important facet of our process is that, at the end of the day, the final word on visual design is yours. We don't proceed until you have signed off on a design that meets your every desire. With this in mind we can proudly say all of our designs are exactly what our clients wanted.

Mobile Enhanced

We believe that your website should look amazing and perform flawlessly on any device, but we are also aware that a great experience is especially crucial for mobile users. Mobile users demand efficiency. They need a website that is performant and familiar. With this in mind, we optimize our mobile experiences to meet these needs. We avoid loading data-hungry assets and use navigation patterns that resonate in the mobile world. We also make sure that each layout is configured to deliver the most important information to mobile users first.

Where content is concerned, we never compromise the integrity of your content on mobile viewports. Every visitor, regardless of their device, has access to the same content. All we do is make sure that your content is delivered in a way that will make mobile users look forward to their next visit.

KEY WEBSITE FEATURES

Designed for positive audience experiences and efficient administrative use, the i:Create Content Management System (CMS) lets you customize content in various ways so you can connect with your audience on multiple levels.

i:Create provides content editors with easy access to edit pages. From the public website, the content editor with the appropriate rights can double click a control key to get secure access to i:Create.

Staff will have the ability to manage the entire website including the home page, interior pages, news releases, events, photos, photo galleries, forms, menu items and much more. The CMS is easy to use and has been built to allow users of all experience levels to easily maintain the site content.

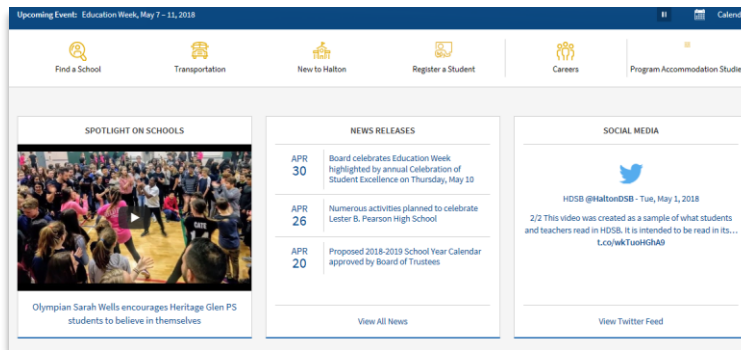
Search Feature on Homepage

A prominent search bar that provides valuable and relevant results will be present on every page. eSolutions will implement **Cludo Search**.

Social Feeds

i:Create's social media plugin can be used to pull the Purchasing Entity's existing social media accounts into the homepage and content pages. Each page can have its own Facebook, Twitter, Instagram, and YouTube accounts associated with it.

The look and feel of the social media will be determined with the website design. eSolutions will work with you on designing the integration into social media that best suits your needs.



Events

The board can feature all of the events, key dates, meetings, programs and activities with a responsive, customizable web-based solution that puts you in control. The calendar module gives you the power to manage and post events across multiple calendars, schools, programs and easily map fields by importing directly from Excel and create customized fields and permissions, while also intuitively promoting user engagement through event update subscriptions, automated emails and the event submission and approval feature.

Additional details provided in our response to 8.20 above.

News Tool

Posting up-to-date and interesting news on your website keeps your users coming back and your search engine rankings high. Whether you're pushing out your latest achievement, news release or emergency announcement, the News tool is a key communication tool that provides information to your audience based on what interests them most.

Additional details provided in our response to 8.20 above.

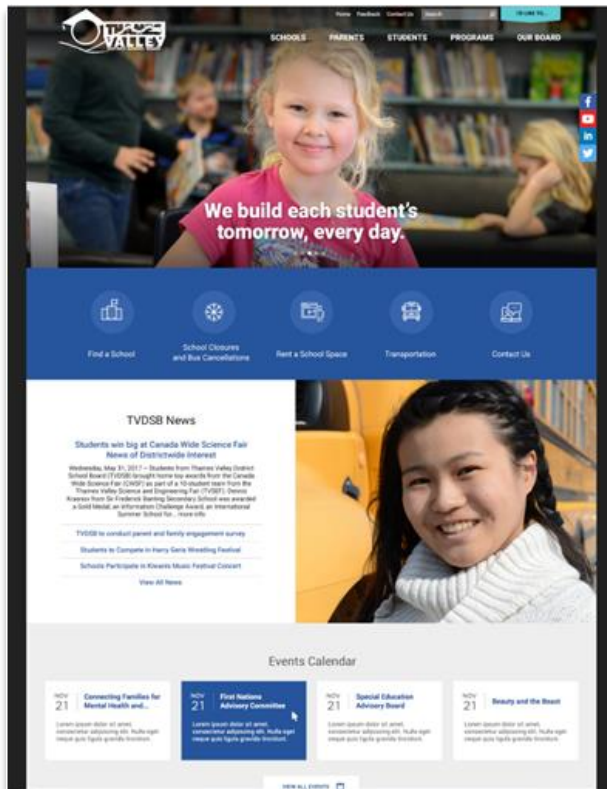
DESIGN EXAMPLES

Below are a few representative designs. I:Create has no inherent design restrictions, so eSolutions can work with the Purchasing Entity to implement any type of design required.

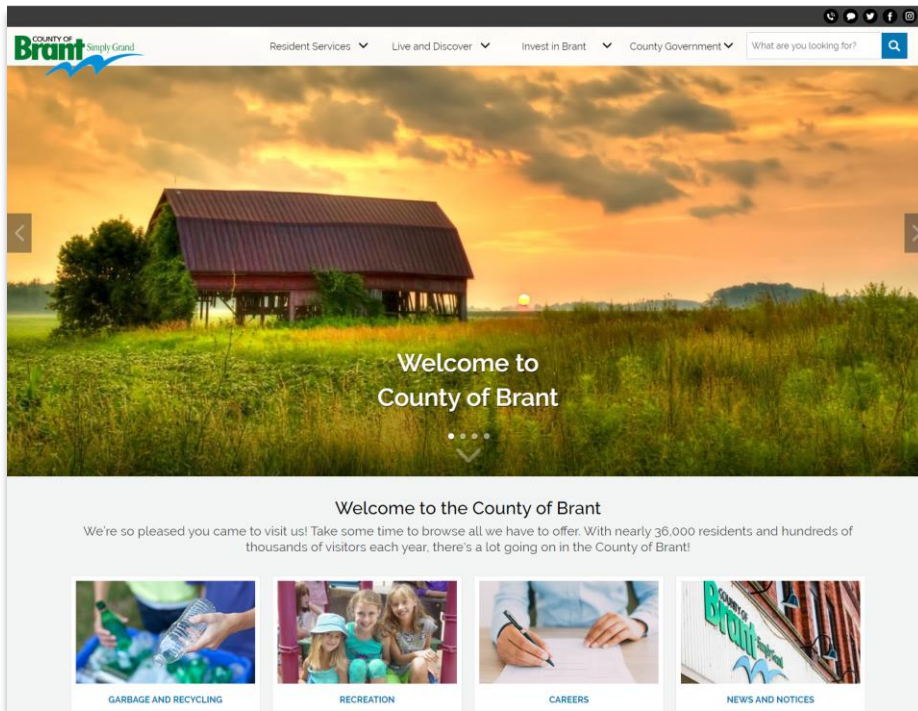
Homepage Example 1:



Homepage Example 2:



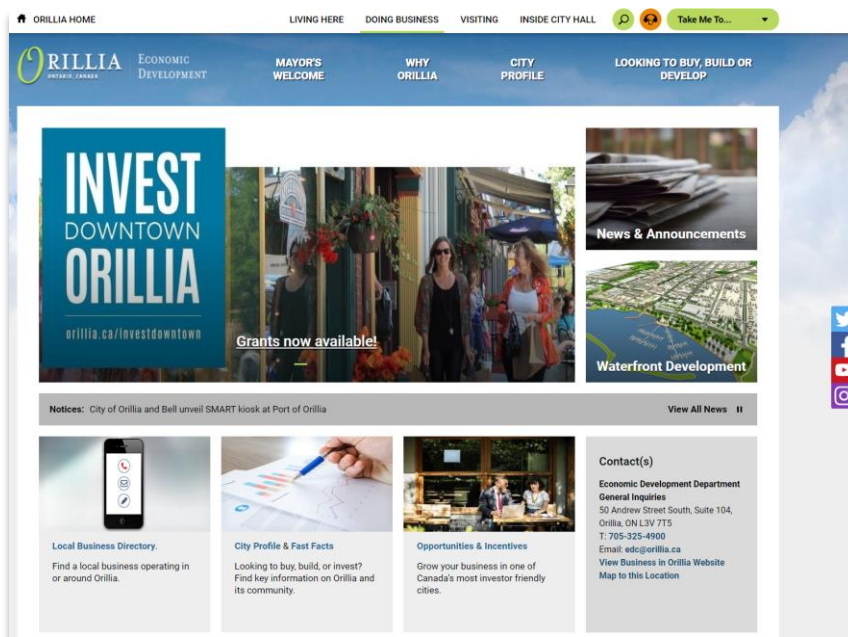
Homepage Example 3:



Landing Page Example 1:



Landing Page Example 2:



TEMPLATES AND PERMISSIONS

The i:Create CMS utilizes templates and Cascading Style Sheets (CSS) to maintain a dependable experience across the site through consistent navigation, layout, colours, and font.

eSolutions will also provide standard templates within the scope of the project which includes homepage, landing page, interior page, interior wide, with or without contact and with or without quick links for example.

Content editors will be able to select from the available text styles in i:Create's WYSIWYG editor. The Theming option will allow the schools to choose /change their logo, colours and design elements of the website.

When creating pages, a content editor can select from the template list and also on the fly change the existing template using the following options to customize their content page while still keeping a consistent look and feel throughout the site.

User Permissions

eSolutions will train the administrators of the site separately after a governance document has been completed. eSolutions will provide a draft governance guide and review the options for administrating the site. Once it is determined how you would like workflow approved, we setup each of the modules accordingly.

Top-level site administrators will have the ability to set-up users, and specify which pages those users are able to edit. In addition to setting up content editing levels, the built-in workflow engine allows you define your approval / publishing steps at a page level or by a user or user group.

i:Create built-in workflow engine allows notifications to be sent off to the applicable parties at the approval intervals. Automatic notifications can also be sent when a page is published, approved, rejected and expired.

The following table provides an overview of the access controls present in i:Create:

User Administration	Editor	Approver	Publisher	Admin
Manage user groups				✓
Manage user accounts				✓
Manage user roles				✓
Set individual or group permissions to department pages				✓
Content Management	Editor	Approver	Publisher	Admin
Copy content page	✓		✓	✓
Delete content page	✓		✓	✓
Edit properties	✓		✓	✓
Edit content	✓		✓	✓
Edit HTML	✓		✓	✓
Preview page	✓		✓	✓
Save changes	✓		✓	✓
Release page(s)	✓		✓	✓
Set template(s) release date and time	✓		✓	✓
Approve page(s)		✓		✓
Publish page(s)			✓	
Delete page(s)			✓	✓
View page history	✓		✓	✓
Roll back page			✓	✓

THEMING

Theming can be incorporated into the templates to allow for the creation of sub sites that maintain the branding of the main site, however include unique colors and calls to action to distinguish each of the sites and ensure that their important information is communicated.

About Castle Kilbride	Events and Exhibits	Visitor Information	Education	Weddings
About Castle Kilbride	Events and Exhibits	Visitor Information	Education	Weddings
About Castle Kilbride	Events and Exhibits	Visitor Information	Education	Weddings
About Castle Kilbride	Events and Exhibits	Visitor Information	Education	Weddings
About Castle Kilbride	Events and Exhibits	Visitor Information	Education	Weddings
About Castle Kilbride	Events and Exhibits	Visitor Information	Education	Weddings
About Castle Kilbride	Events and Exhibits	Visitor Information	Education	Weddings
About Castle Kilbride	Events and Exhibits	Visitor Information	Education	Weddings
About Castle Kilbride	Events and Exhibits	Visitor Information	Education	Weddings
About Castle Kilbride	Events and Exhibits	Visitor Information	Education	Weddings

WEBSITE CONTENT

We highly suggest rewriting website content rather than migrating/transferring it from the present site. The reason for this is that we will be updating the website architecture, which will provide Purchasing Entity staff an opportunity to review all current content for relevance. This process will also allow you to remove content that is not used anymore and, most importantly, is to update the content with accessibility and SEO features. eSolutions key to success is ensuring we follow a defined content development process with our clients. Our process ensures that staff have the tools and support to complete the very important task of writing relevant content that engages an audience and attracts new visitors.

Content is crucial to the success of this project, so we've included two options to find the best balance and meet your unique needs based on your internal resource demands and budget. Regardless of the option selected, eSolutions has scheduling and content planning tools, including easy-to-use checklists, tracking sheets and helpful tips that will help ensure success of this project.

Option 1 – Purchasing Entity Staff Writes Content

Content produced by the Purchasing Entity staff can save time and money. In this scenario, eSolutions would work closely with an identified Content Manager at the school board who, in turn, would coordinate writers within your team.

Below is an outline of roles and responsibilities for content team members.

Content Manager	Content Writer(s)	Content Expert(s)
- Oversees the Content Development Process - Assigns Content Experts to pages included in the Content Writing Schedule - Provides support to Content Development Team - Manages the Content Development Team to ensure deadlines are met and the process stays on track - Is extremely organized, comfortable with managing staff and delegating tasks, pays close attention to detail	- Writes the content, including hyperlinks and accessible formatting - Works with the Content Expert(s) to resolve missing or out-of-date information - Has strong writing skills and knowledge of writing for a web audience - Is skilled at getting to the point, writing in a clear and simple language, paying close attention to detail, meeting tight deadlines	- Provides key information and resources required for Content Writer to write relevant, up-to-date and accurate content - Is the authoritative source for topics and information related to their assigned pages - Has knowledge and understanding of goals and key messaging

To prepare your team for this project, eSolutions would:

- Consult and evaluate web-ready abilities of staff, including a review of one page of content per writer
- Provide a tailored "Writing for the Web" seminar, and a Writing Style Guide (details below)
- Consult and advise regarding Accessibility and Search Engine Optimization best practices (details below)

We also offer training for your Content Manager to help prepare them to oversee the content development process from beginning to end, keeping the project on track and making it possible to meet important deadlines. This training includes a step-by-step overview of our own content development process and methods for tracking the progress of writers.

Accessibility (Optional Training)

Beyond a legislative requirement, inclusiveness is just good business. eSolutions provides Accessibility training for communicators writing for websites and documents shared with the public.

Among the topics covered is the POUR test:

- **Perceivable:** Content needs to be perceivable in multiple ways (both seeing and hearing).
- **Operable:** User should be able to use the site via various input methods (not everyone uses a mouse).
- **Understandable:** The content and navigation of your website must be understandable by its visitors.
- **Robust:** Robust websites work similarly across different platforms (operating systems, browsers and mobile devices).

Search Engine Optimization (Optional Training)

SEO uses several online strategies and techniques to increase the amount of targeted traffic to a website by obtaining a high-ranking placement in the search engine results pages. There are many SEO strategies that can be employed, but we focus on those that are proven to generate the greatest impact, including the following:

- Keyword analysis and research
- Onsite/offsite SEO consultation
- Page SEO analysis and optimization
- Layout conversion analysis and optimization
- Website audit and search console reporting
- Keyword ranking report
- Google Analytics setup, customization and reporting

Writing Style Guide

Following is just some of the sections included in this guide, customized to your municipality and own style or brand guides.

- Guidelines for effective and accessible website writing
- How to format sitemap Word documents
- Accessibility
- General tips for web writing
- Capitalization, lists and numbers
- Metrics use, punctuation and abbreviations

Option 2 – eSolutions Writes Content (OPTIONAL VALUE ADD)

eSolutions is committed to the success of your project; at launch and beyond. We would be pleased to assign one or more of our full-time writers to this project for full Content Development Services including:

- Management of the Content Development Process
- Customized filing system, based on client's sitemap
- Direct communication with the client's Content Manager
- Organization of the Content Writing Schedule
- Ongoing management of the Content Writing Schedule, including updates
- Weekly progress reports
- Compiling Content Preparation Packages
- Writing new content*, based on information provided by client's Content Expert(s)

- Reviewing and incorporating edits to the first draft provided by the client's Content Expert(s)
- Polishing and delivery of final draft for approvals and sign-off

**A Writing Style Guide is mandatory for this service, if the Purchasing Entity does not already have one.*

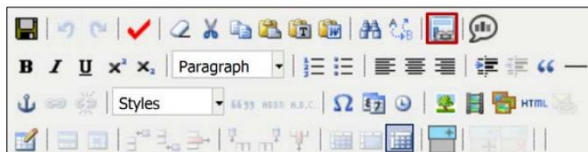
Accessible Documents

eSolutions can guide you through general guidelines for making your website more accessible, how to create accessible documents, and how to customize your Adobe 9 and 10 or 11 conversion settings to create accessible online PDFs.

CONTENT EDITING

i:Create provides content editors with easy access to edit pages. From the public website, the content editor with the appropriate rights can double-click a control key to get secure access to i:Create.

The user visually sees an exact replica of the public website in the web-based WYSIWYG editor, with no need for HTML knowledge.



i:Create features an easy to use WYSIWYG editor to allow authorized administrators to efficiently make edits in the back-end of the site.

i:Create features an easy to use WYSIWYG editor to allow authorized administrators to efficiently make edits in the back-end of the site.

i:Create offers the following editing options, some new, some familiar including:

- | | |
|--|---|
| ▪ Bold, Italic and Underlined text | ▪ Managing Tables |
| ▪ Spell check | ▪ Special Characters |
| ▪ Superscript and Subscript | ▪ Applying Style Sheets to text, tables and images |
| ▪ Numbered and Bulleted Lists | ▪ Removing MS Word Format Tags (in text copied from Word) |
| ▪ Left, Right and Centre Alignment | ▪ Ability to switch languages while in the editing mode |
| ▪ Indent and Out-dent | |
| ▪ Inserting Links, Images, Documents such as PDF, etc. | |

INTRANETS

i:Create can also be used for intranets. All of the same functionality is available, as well as options for:

- LDAP/AD/SAML2 integration for authentication
- AD or HRIS based staff directory and organization charts
- "Social Intranet" with blogs, discussion boards, comments, and user profiles/history

INTEGRATIONS

i:Create is very flexible and can integrate with any third party system that has an API or web service. Example integrations include:

AMANDA Integration eSolutions has integrated with AMANDA through their own API services and we have also built our own custom Webservices that communicate securely with the AMANDA Oracle database. In addition to the Citizen and Pet data, eSolutions has also transferred financial transaction data that was collected during the online payments (using eSolutions Payment Gateway)	eScribe eSolutions works directly with eScribe in enabling direct integration through Webservices from eScribe to the public facing website for automated posting of Council/Committee Agendas, Minutes and Meeting Dates into eSolutions i:Calendar	Bizpal Integrating with Bizpal is a simple, seamless process. By simply embedding or linking off to Bizpal's website, users can be taken directly to the appropriate Municipal page to register for their permits and licenses.
Active Networks	GIS (ESRI, ArcGIS, GeoCortex, Map Guide, Google) ■	Lagan CRM integrating Pingstreet into reporting a problem with Lagan
ERPs ■ Valtech ■ Vadium ■ PeopleSoft ■ Banner	JD Edwards Integration into work order management system and public reporting systems	Great Plains (Microsoft Diamond) Integration for Tax Calculator Integration for financials for eCommerce
CityWorks Integration into the CityWorks service request system to allow problem reporting from the Pingstreet mobile application and customer web pages	Infor 311 integration for reporting a problem from Pingstreet	Salesforce integrating Pingstreet into the Salesforce CASE object system
NJoyn		Library ■ Polaris ■ SirsiDynix
Integration that allows us to pull active job postings for municipalities into Pingstreet	Prevue Automatically pull active job postings that auto post to our news modules in specific feeds	

Transit (GTFS) Real-Time Mapping for Transit Related Data (Up to the minute information on bus routes, schedules and stops)	Versaterm Allow Form Builder forms to communicate directly with Versaterm and record approvals	BrowseAloud eSolutions can integrate BrowseAloud on your website to improve accessibility, help comply with legal obligations, increase digital inclusion, and promote equality and social inclusion. The BrowseAloud suite of products read website content out loud, providing speech and reading support to persons with dyslexia, literacy difficulties, English as a Second Language (ESL) and mild visual impairments.
ParkSmart ParkSmart – integrated into web application and Pingstreet	Web Cams eSolutions can pull in webcam feeds into the front end website. These feeds can exist on an external server or uploaded via FTP to the website.	Video Streaming eSolutions has worked with several video streaming agencies in integrating live streaming or recorded video onto the front end website. This can be done through Vimeo, YouTube, Local Cable Providers

Constant Contact	Get Response	DataFix (Election Data)
CASL integration and eNewsletters	CASL integration and eNewsletters	Pingstreet mobile integration for where to vote, how to vote and am I on the voters list
eDOCS		
Integrate into eDOCS to allow the serving of documents directly from eDOCS to intranet sites to reduce duplicate entry	SirsiDynix	Polaris
	Allows for the dynamic display of new arrival information powered directly from Sirsi InfoDesk Policies	Allows for the dynamic display of new arrival information, library card checks on dynamic forms, and fine payments
ADFS SAML Integration		
We have previously integrated into ADFS using the SAML 2.0 protocol to allow for federated authentication to intranet resources	Smart Simple	Kronos
	We developed a custom interface that seamlessly integrated with the website to display information from Smart Simple's Grant Management platform. This integration also included searching within Smart Simple's database.	eSolutions has integrated with the Kronos Workforce Management platform to determine employee work schedules and availability. This integration uses the Kronos API over secure web services.
	CMiC	
OSL	eSolutions has integrated in to the CMiC Financial platform to automatically create and publish vendor information without the need to transcribe and reduce double entry. This integration uses the CMiC API over secure web services.	
eSolutions has integrated with the OSL Time and Attendance application to review employee work schedules and availability. eSolutions has also integrated with OSL to make changes to timecards and worked hours for payment. This integration uses the OSL API over secure web services.		

C. A specific point-by-point response, in the order listed, to each requirement in the Section 8 of the RFP. Offerors should not provide links to a website as part of its response.

eSolutions' Response:

eSolutions' has provided a point-by-point response to each requirement of Section in the above table.

D. A specific point-by-point response, in the order listed, to each requirement in the Section 8 of the RFP. Offerors should not provide links to a website as part of its response.

eSolutions' Response:

eSolutions' has provided a point-by-point response to each requirement of Section in the above table.

SOFTWARE LICENSING AGREEMENT

Licensee – _____

Date _____

Licensed Software – _____

The undersigned, having read this Agreement in its entirety, understands and agrees to all terms and conditions contained herein and in any schedule hereto and acknowledges that the only right to use the software is in accordance with the terms of this Agreement.

Accepted by: _____ (the "Licensee")

The License is granted by: **eSolutions Group Limited (the "Licensor")** subject to payment of the fees as outlined in the attached Schedule A.

1. GRANT OF LICENSE

1.1 In consideration of the payment of the license fee, the Licensor grants to the Licensee a non-exclusive, non-transferable license to use and access the software described in Schedule A hereto (the "Software") for its own internal operations, and not for the processing of data for others for hire, on the terms set forth in this Agreement (the "Agreement") and the NASPO ValuePoint Master Terms and Conditions agreement which is incorporated herein (the "NASPO T&C").

1.2 The Licensee acknowledges that all intellectual property rights in the Software and Documentation are the property of the Licensor and that all information, data, drawings, specifications, documentation, software listings, source or object code relating to the Software contain proprietary and confidential information of the Licensor, and it agrees that all title to and copyrights in and to the software and ancillary products, including all modifications thereof, trade marks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Software including all documentation and manuals relating thereto (including but not limited to any images, photographs or text incorporated into the Software) and all related materials, logos and names are and shall remain the property of the Licensor.

2. USE

2.1 The Software and Documentation are to be used solely in conjunction with projects carried out by the Licensor.

2.2 The Licensee is responsible for maintaining the security of and access to the Software and will take care to safeguard the Software as it would its own confidential information and this standard of care shall not be less than would be taken by a reasonable company to safeguard its information. The obligation of confidentiality and nondisclosure shall survive the termination of this Agreement.

2.3 At the request of the Licensor, the Licensee shall maintain records of the number and location of all copies of the Software.

2.4 The Licensee shall not itself or through any subsidiary, agent or third party, copy, reproduce, translate, adapt, vary, modify, decompile, disassemble or reverse engineer the Software (other than for back-up purposes or normal system operation), nor assign, license, sublicense, sell, or otherwise provide the Software in whole or in part (including but not limited to software listings, object and source software listings, object code and source code) or in any form or variation to any person other than the Licensee's employees without prior written consent from the Licensor.

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- 2.5 The Licensee shall be solely responsible to maintain and operate its computer systems and other equipment sufficient for the operation of the Software in accordance with the specifications set out in Schedule A, B, at its sole risk and expense.
- 2.6 The Customer acknowledges that all intellectual property rights in the Service (other than the Customer Content as defined below) are the property of the Provider or its licensors and nothing in this Agreement affects the transfer of any such rights to the Customer. The Customer will not, and will ensure that End Users do not, remove or alter any proprietary notices or markings of Provide included on the Service.

3. TERM

- 3.1 The term of this agreement shall be the term set forth in Section 3 of the NASPO T&C. This License shall, at the option of the Licensor, terminate immediately and without notice in the event the Licensee fails to comply with any term or condition herein. Any such termination shall be in addition to and without prejudice to such rights and remedies as may be available to the Licensor, including injunction and other equitable remedies. Upon receipt by the Licensee of written notice of termination from the Licensor, the Licensee shall immediately cease using the Software and Documentation and return or destroy the Software and Documentation, as directed by the Licensor, within five (5) business days.
- 3.2 The Licensee shall have no further right to use the Software upon termination of this Agreement unless it is extended for a further term, on such conditions and for such fees as the Licensor deems appropriate.

4. WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY, INDEMNITY

- 4.1 EXCEPT AS EXPRESSLY SET OUT HEREIN AND SET FORTH IN THE NASPO T&C, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET ALL OF THE LICENSEE'S REQUIREMENTS OR THAT IT WILL OPERATE IN ALL COMBINATIONS WHICH MAY BE SELECTED FOR USE BY THE LICENSEE OR THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED OR THAT ANY DATA OR DOCUMENT IS COMPLETE OR WHOLLY ACCURATE, OR THAT ANY PRODUCT OR SERVICE WILL FUNCTION WITHOUT FAILURE OR INTERRUPTION.
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- 4.3 EXCEPT AS SET FORTH IN THE NASPO T&C, THE LICENSOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS SHALL NOT BE LIABLE TO THE LICENSEE OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER CAUSED OR ARISING, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY, IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, OR ITS USE, INCLUDING BUT NOT LIMITED TO ANY LOSS OR DAMAGE ARISING AS A RESULT OF THE ADEQUACY, PERFORMANCE OR NON-PERFORMANCE OF ANY PRODUCT OR SERVICE, OR IN RESPECT OF EQUIPMENT OR PROPERTY, OR FOR LOSS OF PROFIT, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, THE AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF ANY PROPERTY, THE USAGE OR INABILITY TO USE THE SOFTWARE, OR FOR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.

- 4.4 The Licensee shall indemnify and save harmless the Licensor, its affiliates, agents, employees or representatives from and against any and all claims, cause of action, demand, liability, damages or costs howsoever arising from the use of the software, the breach of this agreement, the infringement of any patent or other proprietary right or otherwise.

5. GENERAL

- 5.1 **Relationship of the parties.** The Licensor and Licensee shall be independent contractors and shall have no authorization, express or implied, to bind each other to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.
- 5.2 **Force Majeure.** Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party..
- 5.3 **Assignment.** This Agreement is personal to the Customer and shall not be assigned by Customer without the prior written consent of the Provider. Any attempt by the Customer to assign any rights, duties or obligations which arise under this Agreement shall be void in the absence of such written consent. This Agreement shall ensure to the benefit of and be binding on the parties' successors and permitted assigns.
- 5.4 **Waiver.** Failure or neglect by either party to enforce any of the provisions of this Agreement shall not be construed or deemed a waiver of that party's rights hereunder, nor in any way affect the validity of the whole or any part of this Agreement, nor prejudice that party's rights to take subsequent action.
- 5.5 **Headings.** The headings in this Agreement are for convenience of reference only and shall not affect the meaning, construction or interpretation of this agreement or the terms and conditions of the License granted.
- 5.6 **Severability.** If any provision of this Agreement is determined by any competent authority to be invalid, unlawful or unenforceable, such provision shall be severed from the agreement and the other provisions shall remain in full force and effect.
- 5.7 **Notices.** Any notice under this Agreement may be delivered by hand, mail, facsimile or by electronic mail to the address, facsimile number or email address set out above. Except as otherwise provided for in this Agreement, a notice shall be deemed to have been received on the fifth business day after mailing if sent by regular mail, on the date of delivery if sent by courier, on the first business day after the date of transmission if sent by facsimile or electronic mail.
- 5.8 **Governing Law.** The determination of Governing Law for this Agreement shall be made pursuant to the Governing Law and Venue provisions set forth in Section 37 of the NASPO T&C..
- 5.9 **Entire Agreement.** This Agreement and any schedule or attachment hereto whether as of the date hereof, or otherwise, the NASPO T&C and any schedule or attachment thereto, including any Participating Addendum, constitutes the entire Agreement between the parties with respect to the Software and Documentation, and the terms and conditions of this Agreement shall prevail over any prior or contemporaneous proposals, negotiations, agreements, understandings, representations, warranties or orders, whether oral or written.

The undersigned agrees to all terms and conditions contained herein and in any schedule thereto and acknowledges that the right to use the services provided is subject to the terms of this Agreement.

Accepted by:

Per: _____

Name: _____

Title: _____

Date: _____

The License is granted by: eSolutionsGroup Limited

Per: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

Customer Information	
Customer Name:	
Address:	
City:	
Province / State:	
Postal / Zip Code:	
Telephone:	
Fax:	
Email:	

Agreement Number:

Date:

Term:

Account Executive:

This Hosting Services Agreement is not binding until signed by eSolutionsGroup Limited ("eSolutions"). The Terms and Conditions attached to this HSA are integral to and form part of this HSA. This HSA including any additional Terms and Conditions on the face hereof and the Terms and Conditions attached hereto contain the complete and final agreement between eSolutions and Customer, and no other agreement in any way modifying any of said Terms and Conditions will be binding upon eSolutions unless made in writing and signed by eSolutions.

[illegible]

Domain Name(s):	
Annual Renewal Date:	

Additional Terms and Conditions:	
* In addition to the charges specified above, any applicable value added tax, sales tax, use tax, etc. shall be payable by Customer, if appropriate.	

SCHEDULE B**I:CREATE SERVER SPECS AND REQUIREMENTS**

The following standards are a guideline for Module servers.

- OS: Windows Server 2012 R2 Standard, 8GB RAM, 4 CPU (2 Sockets, 2 Cores), 1 NIC.
- 80GB C: System Drive (thin provision is acceptable)
- 60GB E: Data Drive (thin provision is acceptable)
- 60GB Y: Backups Drive (thin provision is acceptable)
- Two Internet accessible IP addresses, port 80,443
- (Optionally one IP and SNI can be used if OS is Server 2012 R2)
- Optionally port 3389 for RDP, can be restricted to eSolutions IP addresses
- Optionally port 5666 for monitoring agent, can be restricted to eSolutions IP

Note: Windows Server 2008 R2 and Server 2012 are also supported

eSolutions requires RDP access to the server to complete installation/maintenance either directly through the Internet or via a VPN connection. If a VPN is used, then at least two VPN connections are requested to be most effective.

Anti-Virus is acceptable with certain exceptions enabled to ensure performance is not degraded.

Windows updates are acceptable and should be performed on a regular basis.

Auto updates to Java, Tomcat, MYSQL, MS SQL, etc. should be turned off and any new update should be verified with eSolutions prior to updating.