

**Solicitation Number: RFP #060624****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and MGT Consulting of America, LLC, 3600 American River Drive Suite 15, Sacramento, CA 95864 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, 3, and 4.

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

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the parties agree the Supplier will pay a 2% administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more

than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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



D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

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

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

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

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

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

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

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



Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

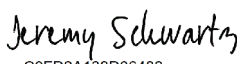
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

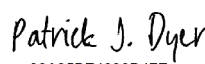
## 22. CANCELLATION

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

Sourcewell

Signed by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 10/23/2024 | 8:07 PM CDT

MGT Consulting of America, LLC

DocuSigned by:  
  
By: 39A35BE4236D47E...  
Patrick J. Dyer  
Title: Vice President  
Date: 10/23/2024 | 3:36 PM PDT

# RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

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## Vendor Details

Company Name: MGT of America Consulting, LLC

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

Address: 4320 West Kennedy Blvd  
Tampa, Florida 33609

Contact: Shannon Blakey

Email: rcvrfp@mgtamer.com

Phone: 888-302-0899

Fax: 888-302-0899

HST#: 810890071

## Submission Details

Created On: Tuesday May 14, 2024 10:19:52

Submitted On: Thursday June 20, 2024 12:46:57

Submitted By: Shannon Blakey

Email: rcvrfp@mgtamer.com

Transaction #: 6749ec95-1a0c-44b0-8b60-6a1f32ef5a8e

Submitter's IP Address: 198.176.112.133

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	MGT Consulting of America, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	MGT does not have any subsidiary entities. Our SaaS solutions are with Davis Demographics and Step by Step Learning (SBSL), who are divisions with MGT.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 7QKE1 Unique Entity ID #: DFMGUMGYWKL9	*
5	Proposer Physical Address:	4320 West Kennedy Boulevard Tampa, Florida 33609	*
6	Proposer website address (or addresses):	<a href="https://www.mgtconsulting.com/">https://www.mgtconsulting.com/</a>	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Patrick J. Dyer, Vice President 3600 American River Drive Suite 15 Sacramento, CA 95864 pdyer@mgtconsulting.com 888.302.0899	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bret Schlyer, Vice President 6478 Winchester Blvd #124 Canal Winchester, OH 43110 316.214.3163 BSCHLYER@MGTCONSULTING.COM	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lorne Woods, Partner – K-12 Demographer & Regional Manager 3600 American River Drive Suite 15 Sacramento, CA 95864 lwoods@davisdemographics.com 469.857.6500  David Butz, Vice President 3600 American River Drive Suite 15 Sacramento, CA 95864 dbutz@davisdemographics.com 951.270.5211 x214  Shashank Shinde, Lead – Business Analyst 100 Canal Pointe Blvd. Suite 123 Princeton, NJ 08540 shashank.shinde@learningmate.com 609.512.4050  Heather Brewbaker, Improvement Specialist 3600 American River Drive Suite 15 Sacramento, CA 95864 sgatsupport@mgtconsulting.com 610.398.1231  Terrence Roberts, Director of Technology Innovation & Business Development 625 W Adams St., Floor 19 Chicago, IL 60661 troberts@kfa-inc.com 916.790.9979	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>MGT was founded in Florida in 1974 by a group of former educators to provide management consulting services to assist public sector clients to operate more efficiently, effectively, and with more accountability to the communities they serve. Since then, MGT has flourished as a full-service management consulting firm, providing high-quality services to public sector clients nationwide including cities, states, schools, colleges, and universities. MGT's clients appreciate and benefit from high-quality quantitative and qualitative analysis, detailed findings, and objective recommendations that are practical and actionable.</p> <p>MGT has an extensive history of providing innovative yet practical solutions to public sector clients in all 50 states and several countries. We provide objective, creative, expert services in the areas of human capital, finance, technology, programming, and planning. We draw on the expertise of our highly qualified staff, most of whom have an insider's knowledge of education operations and structure, giving MGT a competitive advantage and an ability to hit the ground running from the start of a project.</p>	*
11	What are your company's expectations in the event of an award?	<p>In the event of an award, MGT has the following key expectations from Sourcewell:</p> <ol style="list-style-type: none"> <li>Marketing Support: <ol style="list-style-type: none"> <li>Active Promotion: We anticipate that Sourcewell will actively market our products and services and provide a simple process for members to engage our products/services.</li> </ol> </li> <li>Value Partnership: <ol style="list-style-type: none"> <li>Strategic Alliance: We look forward to establishing a strategic partnership with Sourcewell, where both parties work closely to enhance mutual value.</li> <li>Co-branding Opportunities: Opportunities to co-brand events, webinars, and other marketing initiatives to leverage the reputations and reach of both organizations.</li> <li>Feedback and Improvement: A feedback loop where Sourcewell provides insights and suggestions to help us refine our products and services based on member needs and market trends.</li> </ol> </li> <li>Member Engagement: <ol style="list-style-type: none"> <li>Direct Access: Facilitated introductions and direct access to Sourcewell's member organizations to better understand their needs and demonstrate how our solutions can meet those needs.</li> <li>Educational Events: Opportunities to participate in or host educational events, such as webinars, workshops, and conferences, to showcase our expertise and solutions.</li> <li>Resource Sharing: Sharing resources such as market research, industry trends, and member feedback to help us tailor our offerings more effectively.</li> </ol> </li> <li>Performance Tracking: <ol style="list-style-type: none"> <li>Regular Reporting: Regular reports from Sourcewell detailing the performance of our marketing efforts, including metrics such as lead generation, member engagement, and sales conversions.</li> <li>Joint Evaluation: Joint evaluations to assess the effectiveness of our partnership and marketing strategies, and to identify areas for improvement.</li> </ol> </li> <li>Operational Support: <ol style="list-style-type: none"> <li>Smooth Onboarding: Assistance in smoothly onboarding our company onto Sourcewell's platform and ensuring that our products and services are well-represented.</li> <li>Customer Service: Support in handling customer inquiries, providing information, and addressing any issues that arise promptly and efficiently.</li> </ol> </li> </ol> <p>Overall, MGT is eager to collaborate with Sourcewell to maximize the visibility and impact of our products and services, ultimately driving mutual growth and success. We believe that a strong, synergistic partnership will benefit both organizations and, most importantly, the members we serve.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see section Financial Viability and Marketplace Success of the proposal and/or the attached Financial Statements and Statement of Good Standing.	*
13	What is your US market share for the solutions that you are proposing?	The MGT team is offering a wide range of SaaS solutions across multiple market spaces. Many of these offerings are unique and developed by our in-house experts in their respective fields. It would be extremely difficult to place these offerings in terms of total addressable market. We would welcome the opportunity to review any of these solutions alongside competitor offerings with you.	*
14	What is your Canadian market share for the solutions that you are proposing?	The MGT team is offering a wide range of SaaS solutions across multiple market spaces. Many of these offerings are unique and developed by our in-house experts in their respective fields. It would be extremely difficult to place these offerings in terms of total addressable market. We would welcome the opportunity to review any of these solutions alongside competitor offerings with you.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?  b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>MGT is a consulting firm that sells services in the public sector and education space with in-house developed SaaS products. MGT has no dealer network but utilizes in-house employee sales and development teams.</p> <p>LearningMate leverages a network of trusted dealer partners, who are third-party employees, to extend our reach and provide localized support, enhancing our ability to deliver tailored educational solutions and services proposed in this RFP.</p> <p>Bush Infotech is a developer and integrator of enterprise software. All staff allocated to this RFP will be W2 employees. All solutions delivered via cloud-based platform. Geographic local of staff is not a factor in supporting our cloud SaaS model.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	SOC 2 Type 1 and ISO27001. GIS Fundamentals and ArcGIS Pro, ArcGIS Developer Foundation Certifications. For Amazon Web Services.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	LearningMate is one of the fastest-growing EdTech companies. We have recently received several awards and accolades, including: <ul style="list-style-type: none"><li>• Asian Technology Excellence Award</li><li>• Great Place To Work</li><li>• CIO Advisor's 25 Hottest APAC Artificial Intelligence Companies</li><li>• CMS Content Marketing Summit Asia</li><li>• Avtar 100 Best Companies for Women</li><li>• 50 Smartest Companies of the Year</li></ul> Bush Infotech: U.S. Department of Commerce Minority Business Development Agency's 2020 "Minority Innovative Technology Firm of the Year" award winner	*
20	What percentage of your sales are to the governmental sector in the past three years	MGT: 30%.  LearningMate: For the past three years, 10-12% of our sales have come from the Government sector.  Bush Infotech: 85%.	*
21	What percentage of your sales are to the education sector in the past three years	MGT: 70%.  LearningMate: LearningMate is a pure EdTech company, and all our sales are in the education sector.  Bush Infotech: 15%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold.  What is the annual sales volume for each of these contracts over the past three years?	<ul style="list-style-type: none"><li>• The Interlocal Purchasing System (TIPS) Technology Solutions Products and Services #220601- \$3,200,000</li><li>• The Interlocal Purchasing System (TIPS)Academic and Educational Goods and Services #220802- \$1,300,000</li><li>• The Interlocal Purchasing System (TIPS) Consulting and Other Related Services #200105- \$2,100,000</li><li>• California Multiple Award Schedule (CMAS) 3-21-08-1011- \$1,400,000</li><li>• Florida Department of Management Services IT Staff Augmentation MSA- \$671,000</li><li>• Georgia Management Consulting Statewide Agreement- \$422,000</li><li>• Hawaii Department of Education Professional Development Services Relating to English Learners. -\$1,100,000</li></ul> LearningMate has recently registered as a Texas DIR vendor. Please refer to <a href="https://dir.texas.gov/contracts/dir-cpo-5304">https://dir.texas.gov/contracts/dir-cpo-5304</a>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.  What is the annual sales volume for each of these contracts over the past three years?	None.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
FAYETTE COUNTY PUBLIC SCHOOLS	Steve Hill, Director, Pupil Personnel	(859) 381-4127	*
CLAY COUNTY DISTRICT SCHOOLS	Bryce Ellis, Assistant Superintendent of Operations	(904) 284-6517	*
BILL & MELINDA GATES FOUNDATION	Adam Goldfarb	(732) 331-3555	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Los Angeles Unified School District	Education	California - CA	IT and efficiency planning	\$141,082	\$1,269,744	*
Metro Nashville	Government	Tennessee - TN	Organizational review	\$143,802	\$719,009	*
Hillsborough County Public Schools	Education	Florida - FL	Educational consulting	\$1,129,532	\$6,777,195	*
City of Dallas	Government	Texas - TX	Disparity study, User Fee study, Cost Allocation Plans,	\$40,000	\$620,232	*
Duval County Public Schools	Education	Florida - FL	Educational consulting	\$670,000	\$2,010,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Our sales team is comprised of individuals located across the U.S. designed to serve customers by region. We engage new clients via website, email or phone inquiries for all of our products and services. When engaging a new customer, we discuss product features, the customer's timeframe, service needs and budget to confirm that the customer is not only agreeable to our software but also, understands the downstream and long-term benefits of partnering with MGT for a solution.	*
27	Dealer network or other distribution methods.	MGT routinely provides direct sales to our clients. Additionally we are participants in multiple national purchasing cooperatives including: <ul style="list-style-type: none"><li>• The Interlocal Purchasing System (TIPS) Technology Solutions Products and Services #220601</li><li>• The Interlocal Purchasing System (TIPS)Academic and Educational Goods and Services #220802</li><li>• The Interlocal Purchasing System (TIPS) Consulting and Other Related Services #200105</li><li>• California Multiple Award Schedule (CMAS) 3-21-08-1011</li><li>• Florida Department of Management Services IT Staff Augmentation MSA</li><li>• Georgia Management Consulting Statewide Agreement</li><li>• Hawaii Department of Education Professional Development Services Relating to English Learners.</li></ul>	*
28	Service force.	MGT provides all support in-house and includes both self-service documentation and videos and ad hoc live support. Between MGT, LearningMate and Bush Infotech, we have over 250 FTE in our service force.	*



29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	For all SaaS the process is as follows: 1. Our sales representative conducts a one-to-one conversation with the end customer. 2. Our subject matter experts provide product demos, and training to prospective customers for better understanding and to capture their requirements. 3. Our pre-sales team coordinates with the sales and subject matter experts and prepares the necessary proposal and other contracts 4. Upon establishing contract agreement, we will issue the applicable licenses and set up all users as needed.	*
30	Describe your strategy related to implementation, integration, and use of implementation partners.	Implementation is completed in-house. We onboard customers internally and will issue service licenses. SLA is within 48 hours of contract agreement.	*
31	Describe in detail the process and procedure of your customer service program, if applicable.  Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We have an in-house customer success team that is responsible for responding to customer inquiries. We advise of a 24-hour response service level agreement (SLA) to customer inquiries. This includes Burso, Bento, SchoolSite Pro, SchoolSite Locator, BoundarEase, EquiZone and SGAT(FLITE).  FROST Next Gen has the following incident handling, service requests, and platform support. Support Levels: <ul style="list-style-type: none"> <li>• Level 0: 24x7 Product Health &amp; Infra Monitoring</li> <li>• Level 2: 24x7 email-based support</li> <li>• Level 3: Email-based incident handling</li> </ul> Service Offerings: <ul style="list-style-type: none"> <li>• Web-based Training</li> <li>• Service Portal with User Guides, FAQs</li> </ul> Response Modes: <ul style="list-style-type: none"> <li>• Email and Zendesk</li> </ul> Support Window: <ul style="list-style-type: none"> <li>• 24x7</li> </ul> Platform Support SLA: <ul style="list-style-type: none"> <li>• Incident Categories: Blocker, Critical, Medium, Low</li> <li>• Time to First Response: 30 mins</li> <li>• Resolution Time: Blocker - 4 Business Hours; Others - Per sprint cycle</li> <li>• Update Frequency: Every 2 Hours</li> </ul> Service Requests: <ul style="list-style-type: none"> <li>• Time to First Response: 1 Business Day</li> <li>• Resolution Time: Mutual agreement basis</li> </ul> Severity Definitions: Blocker, Critical, Medium, and Low severity levels defined  Availability SLA: = 99.45% uptime, 24x7x365  Excused Downtime: Routine maintenance, infrastructure failures, AWS issues  Bush Infotech Group's support team is trained in all aspects of PHAZE's features and are efficient in addressing challenges customers may be facing. B.I.G. has developed a library of supporting materials (white papers, manuals, and videos to complement our support team). We assign a customer success manager to ensure the customer is achieving their maintenance goals. B.I.G. also collects feedback and makes necessary improvements to enhance customer satisfaction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are able and willing to provide products and services to participating Sourcewell entities nationwide.  LearningMate has been focused solely on improving education around the globe. Our work with state and local agencies and partnerships with other state education technology providers gives us a 360-degree view of industry standards, trends, and best practices in teaching, learning, administrative ecosystems, state data architectures, business intelligence, and data visualizations.  Using our blended operations model - combining on-site and offshore team members - LearningMate will continue to involve the right blend of on-site and offshore resources to ensure cost and budgets are achievable and we can deliver high levels of quality in results.  LearningMate has been a cash-positive and zero-debt company since its inception. We maintain the highest quality of financial governance, and we are audited by Ernst & Young every year, in addition to consulting KPMG.  LearningMate has also kept pace with changing market needs and dynamics. It has kept itself ahead of the curve by adapting, evolving, and investing in the right markets, services, skills, and technologies. We continue to invest 5-10% of our revenues in new technologies and services like video development and production, content management, learning object repositories, taxonomy management, learning design, etc. Furthermore, we make up-front investments in building and maintaining large and dedicated resource pools for our customers through our Center of Excellence programs.  Our cloud-based CMS - Frost allows educators to curate, assemble, create, and deliver content effectively.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are able and willing to provide products and services to participating Sourcewell entities in Canada.  LearningMate has been focused solely on improving education around the globe. Our work with state and local agencies and partnerships with other state education technology providers gives us a 360-degree view of industry standards, trends, and best practices in teaching, learning, administrative ecosystems, state data architectures, business intelligence, and data visualizations.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We do not have any geographic areas we will not fully service.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.  Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We do not have any Sourcewell participating entity sectors that we will not fully service.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any specific contract requirements or restrictions for participating entities in Hawaii, Alaska, or the US Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>30-60-90 DAY GO-TO-MARKET PLAN</p> <p>1. Internal Alignment and Training (Days 1-10): Kickstart internal discussions to align teams on the cooperative partnership's objectives and significance. Conduct training sessions to convey the value proposition of our solutions within the cooperative framework. Craft key messaging points to communicate the benefits of our offerings to prospective clients.</p> <p>2. Client Segmentation and Outreach (Days 11-20): Segment past clients and prospects to identify those most likely to benefit from our interactive mapping solutions. Launch targeted outreach campaigns, emphasizing the advantages of cooperative-based procurement. Develop tailored marketing materials showcasing successful implementations within the cooperative ecosystem.</p> <p>3. Partnership Promotion (Days 21-30): Utilize various marketing channels to raise awareness of our partnership with Sourcewell Partners. Engage with industry influencers and participate in online forums to promote our cooperative offerings. Host informational webinars to educate existing and potential clients about the benefits of our solutions within the cooperative framework.</p> <p>60-DAY PLAN</p> <p>4. Client Engagement and Feedback (Days 31-45): Gather feedback from engaged clients and prospects to understand their experiences with cooperative procurement. Conduct follow-up meetings to address inquiries and provide additional information as needed. Personalize communication to nurture leads and understand their specific needs.</p> <p>5. Expansion of Outreach Efforts (Days 46-60): Extend outreach efforts to reach a wider audience of potential clients within the cooperative network. Explore collaborative marketing initiatives with Sourcewell Partners, such as joint webinars and co-branded content. Utilize digital advertising to target decision-makers within public agencies.</p> <p>90-DAY PLAN</p> <p>6. Cross-Selling and Upselling Opportunities (Days 61-75): Identify cross-selling opportunities within our existing client base. Develop proposals highlighting the integration of additional services to meet their evolving needs. Schedule meetings with key stakeholders to discuss expansion opportunities and demonstrate the value of our solutions.</p> <p>7. Performance Evaluation and Optimization (Days 76-90): Evaluate key performance metrics to assess the effectiveness of our go-to-market strategy. Gather insights from sales and marketing teams to refine our approach and address any challenges. Optimize strategies for future cooperative-based initiatives, ensuring continuous improvement and alignment with our goals.</p> <p>This comprehensive plan demonstrates MGT's commitment to maximizing the benefits of the Master Agreement with Sourcewell Partners and our dedication to delivering exceptional value to our clients and partners.</p> <p>LearningMate's marketing strategy consists of three phases:</p> <p>AWARENESS AND TRAINING, IDENTIFYING EXPANSION OPPORTUNITIES, AND ESTABLISHING SUSTAINABLE STRATEGIES.</p> <p>Phase 1: Awareness and Training (within 15 to 20 days from award)</p> <p>We will start by releasing an internal communication memo to the Sales &amp; Marketing Team, focusing on client goals, compliance, initiatives, and resources. This will be followed by internal team training on client requirements and updating our marketing collateral and website. We will conduct multiple online workshops on client initiatives for our sales, presales, and marketing teams.</p> <p>Phase 2: Identifying Expansion Opportunities (within two months from award)</p> <p>During our weekly sales meetings, we will promote and discuss client contract utilization opportunities. Our leadership team will identify target segments for client contract expansion. The sales team will identify current opportunities for immediate focus.</p> <p>Phase 3: Establishing Sustainable Strategies (Ongoing)</p> <p>We will integrate the client as a leading procurement option in all public sector client engagements, updating our website and marketing materials accordingly. Our communication with current clients will highlight our client vendor status through newsletters and discussions by Account Managers and Project Managers. For prospective clients, we will conduct email marketing campaigns and cold calling, and use co-branded marketing materials at events and conferences.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our company has diligently maintained the company website (which we recently revamped) and blogs, where we publish all our latest updates. We also have a company LinkedIn page where we announce our latest partnerships and any other MGT activities.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?  How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role in promoting contracts would be to provide visibility to your membership regarding MGT's unique SaaS solutions to their greatest challenges. Sourcewell's ability to reduce the burdens of the public sector procurement process will enable your members to access these benefits with greater speed and affordability.</p> <p>If selected as a Sourcewell provider, MGT will actively promote the clear benefits of cooperative purchasing membership to all of our existing and prospective clients.</p>
40	Are your products or services available through an e-procurement ordering process?  If so, describe your e-procurement system and how governmental and educational customers have used it.	No.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	<p>MGT: We offer both in person and virtual training options for GIS and the use of SchoolSite Pro for enrollment forecasting and boundary planning. User training, via self-service materials as well as live, customized trainings, are available to all Bento customers.</p> <p>LearningMate: As part of our product onboarding process, we provide product training and t subject matter experts to handhold the users during the transition time. We also offer L0, L2, and L3 support as part of our product license.</p> <p>B.I.G.: All client administrators will be trained by our PHAZE team by our training methodology.</p> <ul style="list-style-type: none"> <li>• Training Content</li> <li>o End user training</li> <li>o Admin training</li> </ul>

42	Describe any technological advances that your proposed products or services offer.	<p>Our software tools are built on top of the industry leading GIS platform from Esri. As business partners with the leader in GIS technology for 20+ years, we have access to tools and resources to deliver high-quality and cutting-edge solutions.</p> <p>We have the following benefits for Frost Next Generation:</p> <ol style="list-style-type: none"> <li>1. Intuitive User Interface/User Experience (UI/UX) Offers seamless navigation and one integrated interface to organize, build, align, and deliver.</li> <li>2. Organize Organize courses and assets into folders for efficient search and management, with quick access to recent and starred items.</li> <li>3. AI Integration AI buddy for content development and efficient course building with intelligent content and document recommendations</li> <li>4. Powerful Search Harness advanced neural networks for precise search results, semantic understanding of user intent, personalized recommendations, and quick text/link search across courses.</li> <li>5. Version Management Work on the next version of courses and metadata without impacting the existing data.</li> <li>6. Course Building, Reusability &amp; Delivery Offers versatile course-building options, allowing users to start from blueprint, templates, or IMSCC packages.</li> <li>7. Learning Outcome Alignment Create from scratch or import existing Learning Outcomes Seamlessly integrate learning outcomes with assessment instruments and rubrics.</li> <li>8. Reporting Provide reporting capabilities to evaluate the coverage of the alignment of learning outcomes.</li> </ol> <p>PHAZE features:</p> <ul style="list-style-type: none"> <li>• GIS integration</li> <li>• Workflow automation</li> <li>• Centralized database for access and storage</li> <li>• Secured cloud platform</li> <li>• Document annotation</li> <li>• Offline Mode</li> <li>• API Integration</li> </ul>
43	<p>Please describe your software innovation maturity related to the following technology areas:</p> <ul style="list-style-type: none"> <li>o Machine learning</li> <li>o Natural language processing</li> <li>o Virtual assistants/chatbots</li> <li>o Predictive analytics</li> <li>o Big data analytics</li> <li>o AI/Generative AI</li> </ul>	<p>Our analysis tools make use of advanced AI technology from Esri in the form of feature extraction from drone and aerial imagery for advanced analytics. Leverages natural language processing (NLP) to parse key words and key phrases from open text survey responses to deliver automated analysis of common themes and items across survey respondents.</p> <ul style="list-style-type: none"> <li>o Machine learning Our software integrates advanced AI, including machine learning algorithms, to enhance content development and management. By leveraging AI, the platform offers intelligent content and document recommendations, helping users create high-quality content more efficiently. Machine learning also powers the advanced search functionality, providing precise search results and personalized recommendations.</li> <li>o Natural language processing Our powerful search feature utilizes NLP through advanced neural networks to understand user intent semantically. This ensures that users receive the most relevant and accurate search results, improving the overall user experience and efficiency in content management.</li> <li>o Virtual assistants/chatbots Frost NextGen incorporates AI integration, including a virtual assistant often referred to as the "AI buddy," which aids in content development and efficient course building. This virtual assistant supports users by providing intelligent content suggestions and recommendations, streamlining the creation process.</li> <li>o Predictive analytics We offer reporting capabilities that can evaluate the alignment of learning outcomes. These reports can inform predictive analytics to enhance educational strategies and content effectiveness over time.</li> <li>o Big data analytics Frost NextGen supports big data analytics by organizing vast amounts of content and metadata efficiently. The platform's search and reporting features enable users to analyze large datasets, facilitating data-driven decisions in content development and delivery.</li> <li>o AI/Generative AI The integration of AI and generative AI in Frost NextGen empowers users with advanced content creation tools. The AI buddy assists in generating high-quality content by making intelligent content and document recommendations based on user input and context. This feature significantly enhances the content creation process, ensuring efficiency and effectiveness from ideation to delivery.</li> </ul>
44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	<p>We work with a variety of student information systems such as Aeries. The data formats we use are industry standard and compatible with many different GIS tools such as Google and can be exported as a shape file for use in 3rd party systems. Designed to integrate with Qualtrics, allowing users to upload Qualtrics survey data directly into Bento for visualization without any additional formatting or pre-conditioning.</p> <p>Frost offers LTI mechanism.</p> <p>Content Publishing and LTI Capability</p> <ol style="list-style-type: none"> <li>1. Frost supports exporting various packages like IMSCC 1.1, and IMSCC 1.2, and LMS-specific packages like Canvas, Blackboard, D2L, etc.</li> <li>2. Frost can also be integrated with these LMSs via LTI 1.1, LTI 1.3, or application programming interface (API)-based integrations. Both LTI and non-LTI exports are supported.</li> </ol> <p>Multi-channel delivery, Hybrid delivery</p> <ol style="list-style-type: none"> <li>1. In case LTI-based integration is not supported, API-based integration can be established with your preferred social media, headless, non-headless delivery, mobile application, etc.</li> </ol> <p>Frost supports the capability of Deep publishing with the Canvas LMS. It helps push the incremental updates of the course content without republishing the entire course/site. This eliminates the step of exporting and importing the packages. With a click, you can push the course authored in Frost to the Canvas LMS.</p> <p>Frost supports the Sharable Content Object Reference Model (SCORM) content; however, authors cannot edit the SCORM content. Frost has also been integrated with VitalSource, red shelf, and Readium</p> <p>If a complementary software solution has a published API, PHAZE can connect to it.</p>

45	Describe your migration, customization, configuration, and upgrade processes.	<p>Upgrading our software is quick and seamless with a simple installation process. Data typically is backward compatible and will be updated automatically by SchoolSite Pro if needed for additional functionality. Bento is designed to be customizable within each customer's private space, and among each of their projects as well. We are constantly improving, expanding, and enhancing Bento's capabilities, and all enhancements are available to all users at the moment of deployment. Additional customizations that may be required are available for an additional fee on a case-by-case basis.</p> <p>Our migration, customization, configuration, and upgrade processes for Frost are designed to ensure a seamless transition and optimal functionality for our clients.</p> <ul style="list-style-type: none"> <li>● Migration Process: We follow a pre-defined implementation process that can be tailored to meet the specific needs of our customers. The migration steps are as follows:</li> <li>● Configuration: Set up and prepare the platform.</li> </ul> <p>High-Touch Support (parallel with configuration): Our Product SME engages in detailed discussions with the client team over a period of approximately two months to identify processes, workflows, and content types that need to be ingested and implemented in Frost. The guidelines and next steps for migration and training are established based on these discussions.</p> <ul style="list-style-type: none"> <li>• Enhancements: Depending on immediate client needs, certain requirements can be accelerated from the product roadmap and implemented before the Go-Live.</li> <li>• Migration: Transfer the client's digital content to Frost.</li> <li>• Training: Provide webinars or live training sessions for client users.</li> <li>• Support: Offer continuous Level 0, 2, and 3 support.</li> <li>● Customization: We customize the platform based on the identified needs of the client during the High-Touch Support phase. This includes setting guidelines for the specific workflows, processes, and content types required by the client, ensuring that the platform aligns perfectly with their operational requirements.</li> <li>● Configuration: The configuration involves setting up and preparing the platform according to the client's specifications. This step ensures that the platform is ready for the client's content and workflows, providing a foundation for seamless migration and usage.</li> <li>● Upgrade Process: Our upgrade process is meticulous, prioritizing the stability and integrity of user data. We use Bitbucket, a robust version control system, to track changes, maintain multiple code versions, and enable rollbacks if necessary. The process includes: <ol style="list-style-type: none"> <li>1. Conduct Rigorous Testing: Perform thorough automated and manual testing phases, including unit tests, integration tests, and system tests, to ensure compatibility with existing data and configurations.</li> <li>2. Implement Data Migration Strategies: Carefully plan and execute data migration strategies to ensure seamless data transformation without compromising integrity or availability.</li> <li>3. Employ Backward Compatibility Mechanisms: Incorporate mechanisms to allow continued use of older versions without data compatibility issues, using data adapters, translators, or emulation layers.</li> <li>4. Provide Clear Upgrade Instructions: Offer clear and concise instructions to users, outlining steps for updating the solution and addressing potential compatibility issues.</li> <li>5. Establish a Rollback Plan: Have a well-defined rollback plan to revert to previous stable versions if necessary, restoring user data and communicating the process to affected users.</li> <li>6. Monitor User Feedback and Analytics: Continuously monitor systems, user feedback, and analytics post-update to identify and resolve potential issues promptly.</li> <li>7. Prioritize User Data Security: Implement robust data encryption, access controls, and data loss prevention measures to safeguard user information from unauthorized access or corruption.</li> <li>8. These comprehensive processes ensure that our clients experience a smooth transition, effective customization, reliable configuration, and secure, well-managed upgrades.</li> </ol> </li> </ul> <p>PHAZE is SaaS that is customized, configured, and upgraded in a beta environment according to our SOC 2 Type 2 process. No migration to production is required. We publish our build to production environment after thorough testing. Per SOC 2 Type 2 PHAZE has an announcement highlighting enhancements for review by logged in users. Major enhancements are scheduled for weekends and after hours.</p>
46	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>MGT:</p> <p>WASTE MINIMIZATION – All physical office locations have active recycling programs. MGT uses recycled-content paper and limits the use of paper copies. Whenever possible, we transmit reports and proposals electronically. This reduces paper usage and shipping. In addition, MGT encourages clients to accept electronic copies of final reports and deliverables to reduce waste. MGT reuses project binders and has moved from physical storage units of all old files and reports to electronic storage. Finally, we are phasing out server hardware and moving to cloud-based servers for storage.</p> <p>ENERGY EFFICIENCY – In offices where it is available, MGT uses timer-based climate control systems. In our corporate office, we utilize green lighting, which includes lights turning off when areas of the building/office are not in use. In addition, we have increased the amount of natural lighting to reduce electricity usage.</p> <p>WATER EFFICIENCY – MGT offices are equipped with water-cooler systems instead of stocking bottled water.</p> <p>REMOTE WORKFORCE – Beginning in 2005, MGT began allowing employees to go to home office in an effort to reduce the firm's overall carbon footprint and overhead costs. As of 2019, more than 75% of our staff have home offices. Internal company meetings are almost exclusively conducted via teleconference. In addition, we offer and encourage clients to offer teleconferencing to all clients to reduce air and automobile travel.</p> <p>CARBON FOOTPRINT - We request the option to attend conferences via conference call. We use technology to create our office environment, reducing our overall carbon footprint and overhead – a value we pass along to our clients.</p> <p>EDUCATION – MGT's corporate culture encourages a thoughtful approach to sustainability. At all corporate events, recycling receptacles are available. Several of our education facility projects feature green initiative or LEED-certified staff as partners.</p> <p>LearningMate:</p> <ol style="list-style-type: none"> <li>1. Our company has an Environmental, Social, and Governance charter under which we conduct many initiatives across our global offices.</li> <li>2. All of our digital infrastructure (including our proposed products) is on the cloud. Our cloud providers have a solid sustainability program. We understand that cloud infrastructure is 85% more energy efficient than on-premises data centers.</li> <li>3. LearningMate also has an e-Waste policy to take care of hazardous e-waste and other waste generated from electric and electronic gadgets and printer cartridges.</li> </ol> <p>B.I.G.: We digitize an organization creating a green benefit by not relying on paper to be used to collect or present data. Our product is mobile enabled making it easy to access information anywhere effortlessly.</p>
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Frost is hosted in the AWS Cloud, which has a well-defined green/sustainability charter. However, we do not have third party issued labels or certifications.
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	Our strategy is to work with other companies that can help us add new features or improve our services. We look for partners who have strengths that complement ours and can bring in technologies or services that we don't have. By teaming up with these partners, we can offer more to our customers and meet their changing needs. We choose partners that share our goals and can help us grow and innovate together.
49	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Bush Infotech Group is a Minority Business Entity (MBE) firm.

50	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Bento is unique in the point-and-click analytical flexibility it offers to user exploring survey data, coupled with guardrails to protect the anonymity of individual survey respondents. Bento gives you all the analytical power of raw, response-level data, without compromising anonymity or requiring advanced analytical or spreadsheet skills, and it does it all through automatically generated, beautiful, intuitive data visualizations. Bento can visualize data from any survey tool and has a built-in integration with Qualtrics.</p> <p>As a cloud-based platform, Frost helps move your capital expenses to operational expenses and aligns digital content pipeline infrastructure costs with cash flow.</p> <p>Frost is a complete education CMS that supports multiple learning modalities - eBooks, courses, remediation, adaptive, and CBE.</p> <p>PHAZE is modular. No other system in the industry delivers asset management and additional functionality that eliminates disparate systems like PHAZE does. PHAZE was built from the experience implementing million-dollar solutions, through careful design and thoughtful innovation. PHAZE can be readily available for many organizations who were priced out of the market by competing solutions.</p>	*
51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	<p>Our ability to deliver web-based map and geospatial focused applications to the public increase engagement and transparency between public agencies and the community. We have the ability to solicit feedback via the use of surveys through our apps to inform decision making. Bento protects the anonymity of respondents, allowing for more accurate survey responses and more reliable data. Bento also makes it easy to share survey results back with the community, building trust and creating value for the members of the community as well as their leadership. Because Bento is based on easily navigable data visualizations, it makes the survey data more accessible, not just to community members but also to all key stakeholders who want to make informed decisions but may not have time to dig into the raw data themselves.</p> <p>Bento protects the anonymity of respondents, allowing for more accurate survey responses and more reliable data. Bento also makes it easy to share survey results back with the community, building trust and creating value for the members of the community as well as their leadership. Because Bento is based on easily navigable data visualizations, it makes the survey data more accessible, not just to community members but also to all key stakeholders who want to make informed decisions but may not have time to dig into the raw data themselves.</p> <p>Frost enables the creation of content that can be delivered through any platform for public consumption according to the customer's needs.</p>	*
52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	<p>Bento and Burso are cloud-hosted and accessible anytime, anywhere via the internet. The upload process takes only minutes, so you can see your data visualized in these systems almost immediately after the survey results are complete.</p> <p>Frost is cloud-based and includes an LTI mechanism that allows easy integration with any content delivery system, making the overall solution compatible with any digital transformation initiatives.</p> <p>Overall, PHAZE supports the broader digital transformation goals by:</p> <p>Improving Efficiency: Automating asset management and digitizing workflows reduces the manual burden on staff, allowing them to focus on more strategic tasks.</p> <p>Increasing Transparency: With digital records and real-time data access, transparency and accountability are enhanced within public sector and school system operations.</p> <p>By aligning with these key areas, PHAZE positions itself as a comprehensive solution that drives digital transformation in public sector and school system organizations, ultimately leading to improved operational efficiency and better services for stakeholders.</p>	*

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Do your warranties cover all products, parts, and labor?	<p>MGT: Yes</p> <p>LearningMate: Our warranties cover the programs included on the Order Form during the Agreement Term. Specifically, we warrant that:</p> <ul style="list-style-type: none"> <li>• The Master Software License Agreement, the Order Form, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Customer Files.</li> <li>• We will not materially decrease the overall security of the Programs.</li> <li>• The Programs will perform materially in accordance with the applicable Documentation.</li> <li>• However, except as expressly provided herein, we do not offer any additional warranties, whether express, implied, statutory, or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement.</li> </ul>
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>MGT: Yes</p> <p>LearningMate: No, our warranties do not impose usage restrictions or other limitations that adversely affect coverage. The warranties provided cover specific aspects outlined in our Master Software License Agreement, including: Accurate description of administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Customer Files.</p> <p>Assurance that the overall security of the Programs will not be materially decreased.</p> <p>Guarantee that the Programs will perform materially in accordance with the applicable Documentation.</p> <p>These warranties are provided unless otherwise disclaimed or limited by the terms specified in our agreement.</p> <p>Not applicable for PHAZE.</p>
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>MGT: We don't offer physical deliverables. Our warranties do not cover the expense of technicians' travel time and mileage to perform warranty repairs. The warranties provided under our Master Software License Agreement cover specific aspects related to the performance and security of the Programs, as outlined in the agreement.</p>
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs?  How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>MGT: No</p> <p>LearningMate: No, there are no geographic regions of the United States or Canada for which we cannot provide a certified technician to perform warranty repairs. We ensure nationwide coverage to support our customers in both countries.</p> <p>LearningMate provides a support team based on the support model and subscription type. The support team ensures timely services to the client.</p> <p>B.I.G.: Not applicable. Our SaaS platform allows user access globally. Help Desk support is delivered virtually.</p>
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Not applicable as we don't offer physical deliverables. Typically, warranty service for items made by other manufacturers that are part of our proposal is passed on to the original equipment manufacturer (OEM). We facilitate the warranty process by coordinating with the OEM on behalf of our customers to ensure the timely resolution of any warranty issues.</p>
58	What are your proposed exchange and return programs and policies?	N/A as we don't offer physical deliverables.
59	Describe any service contract options for the items included in your proposal.	We have a standard Master Service Level Agreement (MSLA) which governs the Frost services.

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
60	Describe any performance standards or guarantees that apply to your services	<p>MGT shall use commercially reasonable efforts to make the material features of Bento available to Subscribers during their business hours without significant interruption or substantial deviations from the applicable Documentation (each, an "Error"). If Bento experiences material Errors, which are not due to scheduled or intended downtime or as a result of events beyond MGT's control, then MGT shall use commercially reasonable efforts to restore the intended functionality (the "Support Services"). In providing Support Services, MGT shall use efforts that are reasonable in light of the severity of the Error, and in accordance with MGT's then-current standard operating procedures.</p> <p>LearningMate provides robust support services to ensure high performance and reliability. Our services include Level 0, Level 2, and Level 3 support for the Frost Suite platform, covering platform-related issues logged by the client. Level 1 support is out of scope and can be provided by the client.</p> <p>Our support services included with the license fee are available 24/7 and cover the following areas:</p> <ul style="list-style-type: none"> <li>• Incident Handling</li> <li>• Web-based Training</li> <li>• Service Portal with User Guides and frequently asked questions (FAQs)</li> <li>• Product Health Monitoring and Alerts</li> </ul> <p>We respond to support requests via email and the Zendesk Ticketing System.</p> <p>Platform Support Levels and Activities:</p> <ul style="list-style-type: none"> <li>• Level 0 - AWS Monitoring: 24/7 infrastructure monitoring, maintenance, and optimization.</li> <li>• Level 2 - Functional Support: Addressing issues raised by the client, reviewing incidents, and providing configuration support.</li> <li>• Level 3 - Technical Support: Fixing technical bugs and code issues in Frost.</li> </ul> <p>System Availability and SLAs:</p> <p>LearningMate commits to a system availability of 99.45%, ensuring the platform is operational and available to users nearly all the time.</p> <p>Severity Levels: Blocker, Critical, Medium, Low</p> <p>Time to First Response: 30 minutes for all severities</p> <p>Resolution Time:</p> <ul style="list-style-type: none"> <li>• Blocker: four business hours</li> <li>• Critical, Medium, Low: As per product backlog and sprint cycle</li> </ul> <p>For service requests, our response time is one business day, and the resolution time is mutually agreed upon based on requirements.</p> <p>We ensure all services are up to standard, monitoring key metrics like CPU, disk space, and RAM to maintain operational health.</p> <p>B.I.G.: Our SaaS platform offers uptime availability 24/7 at 99.9% rate</p>



61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>LearningMate: Service Standards and Guarantees</p> <ul style="list-style-type: none"> <li>• Support Services Overview: <ul style="list-style-type: none"> <li>-24/7 Support: Included with the license fee.</li> <li>- Support Levels: Level 0 (AWS Monitoring), Level 2 (Functional Support), and Level 3 (Technical Support). Level 1 - support is out of scope and can be provided by the client.</li> </ul> </li> <li>• Key Support Features: <ul style="list-style-type: none"> <li>-Incident Handling</li> <li>- Web-based Training</li> <li>- Service Portal: Includes User Guides and FAQs</li> <li>- Product Health Monitoring and Alerts</li> </ul> </li> <li>• Response Channels: <ul style="list-style-type: none"> <li>-Email</li> <li>-Zendesk Ticketing System</li> </ul> </li> <li>• Platform Support Levels and Activities: <ul style="list-style-type: none"> <li>-Level 0 - AWS Monitoring: 24/7 infrastructure monitoring, scheduled maintenance, quarterly audits, infrastructure optimization, alert response, and assistance with infrastructure-related queries.</li> <li>-Level 2 - Functional Support: Issue resolution, incident review, process adherence, alert review, and support for configuration changes.</li> <li>-Level 3 - Technical Support: Addressing technical bugs and code fixes.</li> </ul> </li> <li>• Availability and Performance Metrics: <ul style="list-style-type: none"> <li>System Availability (Uptime): 99.45% uptime, measured 24/7/365, excluding excused downtime (e.g., scheduled maintenance, force majeure events, malicious attacks, customer-related issues).</li> <li>Excused Downtime: Includes scheduled maintenance and infrastructure failures outside Frost's responsibility, and acts or omissions by the customer.</li> </ul> </li> <li>• Incident and Service Request Handling: <ul style="list-style-type: none"> <li>Incident Severity Levels and SLAs: <ul style="list-style-type: none"> <li>Severity Levels: Blocker, Critical, Medium, Low</li> <li>Time to First Response: 30 minutes for all severities</li> <li>Resolution Time: <ul style="list-style-type: none"> <li>-Blocker: 4 business hours</li> <li>-Critical, Medium, Low: As per product backlog and sprint cycle</li> </ul> </li> </ul> </li> <li>Service Request Handling: <ul style="list-style-type: none"> <li>-Time to First Response: 1 business day</li> <li>-Resolution Time: Agreed upon based on customer requirements and inputs</li> </ul> </li> <li>• Monitoring and Reporting: <ul style="list-style-type: none"> <li>-Key Metrics Monitored: CPU, disk space, RAM, connectivity</li> <li>-Tools Used: Amazon CloudWatch and third-party monitoring tools</li> </ul> </li> <li>• Communication and Updates: <ul style="list-style-type: none"> <li>-Planned Downtime Notifications: Provided to the client two months in advance</li> <li>-Holiday Schedules: Shared with the client in advance</li> </ul> </li> </ul> <p>B.I.G.: We successfully pass our SOC 2 Type 2 which is a key performance indicator (KPI) providing that we continually adhere to rigorous industry best practices.</p> </li></ul>
62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	<p>MGT has robust policies and procedures in place to govern data integrity and security across all our products and services.</p> <p>Many of our solutions, including Bento and many LearningMate offerings are hosted on Amazon Web Services Managed Services along with a Multisite (region) Disaster Recovery (DR) strategy to ensure data integrity and protection. Our approach includes encrypted storage, automated backups, and regional redundancy to safeguard against data loss and ensure high availability. We also implement strict access controls and continuous monitoring to maintain data security and compliance.</p> <p>LearningMate utilizes AWS Managed Services along with a Multisite (region) DR strategy to ensure data integrity and protection. Our approach includes encrypted storage, automated backups, and regional redundancy to safeguard against data loss and ensure high availability. We also implement strict access controls and continuous monitoring to maintain data security and compliance.</p>
63	What are your policies and governance features regarding large language models and generative AI?	<p>MGT: Our consultants help to educate, organize, and execute around AI strategy and solutions, leveraging our consultants' expertise and our expert partners in industry. Internally, our consultants have been trained and we provide a guidance policy for how AI is to be used and used responsibly.</p> <p>LearningMate: We have rolled out a responsible AI policy across the organization. Our employees are trained, and our policies are part of the organization's internal audit.</p> <p>B.I.G.: We turn open AI for our clients whose policies don't allow its use. Otherwise, we expect all PHAZE users to adhere to their internal company policies and procedures regarding the usage of large language models (LLMs) and generative AI.</p>
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	<p>Our SchoolSite Locator web application is offered in a text only version that is compatible with screen readers to meet the requirements of the Americans with Disabilities Act (ADA) accessibility standards.</p> <p>Bento was built in accordance with Section 508 standards to ensure accessibility of features where possible, including access for voice readers and display contrast for visibility.</p> <p>Frost software ensures accessibility for all users, including those with disabilities, in compliance with standards through a Voluntary Product Accessibility Template (VPAT). The VPAT outlines our product's conformance with accessibility standards such as Web Content Accessibility Guidelines (WCAG), ensuring that our software is accessible and usable by all individuals, regardless of ability.</p> <p>PHAZE allows font sizes and colors to be changed by the users. All training videos and other resources include close captioning for the hearing impaired. PHAZE allows for keyboard and mouse navigation.</p>



Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
65	Describe your payment terms and accepted payment methods.	We accept Net30 terms, payment methods are ACH or check within 30 days.  LearningMate: 15 Days payment terms, Payment Mode: Wire Transfer in US Dollars (USD)  B.I.G.: Payment terms are 30 days net from date of purchase order. Payment methods are ACH deposits and business checks.	*
66	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	MGT: Service Level Agreements.  LearningMate: We have standard MSA and MSLA documents.  B.I.G.: All organizations are vastly different; we conform to the procurement documentation that each of our clients utilize as the standard for their organization.	*
68	Do you accept the P-card procurement and payment process?  If so, is there any additional cost to Sourcewell participating entities for using this process?	MGT: No  LearningMate: No  B.I.G.: We currently accept commercial credit cards to enable convenience and to expedite procurement. We will accept P-cards. Transactions over \$10K will be charged a P-card processing fee.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
69	Describe your pricing model (e.g., line-item discounts or product-category discounts).  Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MGT: We utilize a flexible pricing model to offer significant value to Sourcewell, incorporating various discounts to ensure competitive pricing. Our pricing strategy includes line-item discounts, tailored specifically based on the overall cost, subscription tiers, and the number of users. This allows us to provide a cost-effective solution that meets the diverse needs of Sourcewell members. LearningMate: Our system is available under a fixed enterprise license model.  Sr. No.    Price Details    Year 1    Year 2    Year 3 A.    Annual Cost 1.    Frost License Cost    \$175,000    \$175,000    \$175,000 2.    AWS Hosting Charges *    \$55K to \$60K    \$55K to \$60K    \$55K to \$60K 3.    Addon Components (refer slide #8) *    \$26K to 50K    \$26K to 50K    \$26K to 50K B.    One-Time Cost 4.    High-Touch Support (for initial six Months)    \$50,000 Total Budgeted Price    \$306,000    \$256,000    \$256,000 *Pricing: • The mentioned costs do not include applicable taxes. • The Platform setup costs and AWS costs do not include the costs for setting up lower environments (Development [Dev], Quality Assurance [QA], User Acceptance Testing [UAT], Performance Test) and their monthly hosting charges. These costs will be applicable additionally when we begin development on the customizations. Below we have shared the additional annual cost for the Frost Next Generation  Addon Services    100 Users    150 Users    200 Users Real-time Collaboration    \$4,140    \$6,210    \$8,280 WIRIS Editor    \$15,000    \$22,500    \$30,000 AI Co-Pilot    \$15,000 LLM Costs    At Actuals: Based on the choice of LLM	*
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As reflected in the pricing documents provided, we have arranged for discounts up to 60% depending on product and volume.	*
71	Describe any quantity or volume discounts or rebate programs that you offer.	MGT has arranged for discounts up to 60% depending on product and volume.  B.I.G. offers a 5% increasing discount based on the various Tiers offered, which is based on the number of users which is applicable to PHAZE.	*
72	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	LearningMate will include the third-party-sourced services as additional service costs in our invoices (this is subject to the services requested by the respective customer and based on their usage) - AWS Hosting, third-party Services (LLM, CK5 Editor, etc.)	*
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.  This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	SchoolSite Pro requires a license to ArcGIS Pro which can be provided for \$2500 through Esri's Educational Bundle for up to five users.  The pricing for Frost includes all listed costs for items such as pre-delivery inspection, installation, setup, mandatory training and licensing, and support and hosting charges.	*
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A as we don't offer physical deliverables.	*
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A as we don't offer physical deliverables.	*
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A as we don't offer physical deliverables. All SaaS solutions are delivered online.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	SchoolSite Locator Purchase    \$2,995



		they will resubscribe to. <ul style="list-style-type: none"><li>• Consulting Services<ul style="list-style-type: none"><li>o Implementation/project management - \$175/hour.</li><li>o Configuration/ development - \$150/hour.</li><li>o Training – \$125/hour.</li><li>o Help Desk Support – \$100/hour.</li></ul></li></ul> (charged in 15-minute increments) Consulting is billed on a time and materials basis. Requirements will be gathered to determine the scope of each initiative. A proposal for services will then be issued to each client for approval.
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Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.  This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.  Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MGT maintains a list of contract vehicles, each of which outlines the compliance requirements as to periodic reporting and any administrative fees required. Based on this list, every month our contracts team reviews the list, looks up corresponding sales, and makes the required reports as indicated and by the means specified. Some merely require email reports be sent out while others have web portals as a mechanism for reporting.	*
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If we are awarded the contract, we will track several internal metrics to measure our success. These include: 1. Release and Payment Milestones: We have clearly defined release and payment milestones as part of the MSLA and the contract. Meeting these milestones on schedule will be a primary indicator of our success. 2. Release Notes: The thoroughness and accuracy of our release notes will be tracked to ensure they provide clear and comprehensive information about each release. This helps in maintaining transparency and accountability. 3. Customer Sign-Off: Customer satisfaction will be gauged through formal signoffs at each stage of the project. Successful and timely signoffs will indicate that we are meeting or exceeding customer expectations.	*
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.  (See the RFP and template Contract for additional details.)	MGT agrees to the administrative fee of 1% to 2%.	*

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

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	*
82	Category 2: Education and Public Sector Information and Work Management	<input checked="" type="radio"/> Yes <input type="radio"/> No	*
83	Category 3: Asset and Risk Management	<input checked="" type="radio"/> Yes <input type="radio"/> No	*
84	Category 4: Public Engagement and Specialized Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	*
85	Category 5: Integrated Enterprise Solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	*

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
86	Human Resources Software	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
87	Financial Performance, Spend, or Expense Management Software	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our solution for this category is Burso.	*
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
89	Procure-to-Pay and Contract Management Systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

**Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
90	Student Information System (SIS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our solution for this category is SGAT.	*
91	Learning Management System (LMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our solution for this category is SGAT.	*
92	Work Management Software	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
93	Enterprise Content Management/Records Management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our solution for this category is Frost.	*
94	Enrollment Management Systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our solution for this category is SGAT/FLITE.	*

**Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
95	Computerized Maintenance Management System (CMMS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
96	Facility Management Software	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our solution for this category includes: SchoolSite Pro SchoolSite Locator BoundarEase PHAZE	*
97	Energy Management Software	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
98	Insurance and Risk Management	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
99	Environmental, Health, and Safety (EHS) management	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

**Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
100	Court, Corrections, and Justice System	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
102	Parks and Recreation Software	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
103	Citizen Relationship/Engagement Management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bento will be our software solution for this category.	*

**Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	<input type="radio"/> Yes <input checked="" type="radio"/> No		*

**Table 20: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>SchoolSite Pro: Customization to Esri's ArcGIS Pro to extend the functionality to include tools used in the analysis of changing demographics for K-12 school districts. Forecast student growth or decline based on factors such as birth rates, mobility, and housing developments. Plan boundaries around schools to make the best and most efficient use for school consolidation or new school construction to put facilities where they are needed most to serve the population now and in the future.</p> <p>SchoolSite Locator: Web based attendance boundary and address verification tool for K12 districts. Used to facilitate the enrollment process by identifying a student's home school based on residence. Inform and educate the community on boundary changes and school locations.</p> <p>Frost NextGen is a LearningMate authoring and delivery tool for managing the end-to-end content development lifecycle. With features like Repository for content management and organization, AI integration, powerful search, real-time collaboration and track changes, metadata alignment, and much more, the goal is to make the process efficient and easy to manage right from ideation to delivery, thus empowering users to generate high-quality content. Seamless integration with popular LMSs like Canvas, D2L, etc., for content distribution, makes this an end-to-end solution.</p> <p>Bento is an online, interactive survey data visualization tool that enables any users designated by your organization to see, filter, and understand community feedback survey data privately to drive institution-wide decision-making.</p> <p>Bento integrates with Qualtrics, so any survey data you collect in Qualtrics can be automatically visualized and analyzed in Bento.</p> <p>Bento helps your organization:</p> <ul style="list-style-type: none"> <li>• Make informed decisions. Bento makes it easy for your staff to notice trends, make connections, identify opportunities, and drive decision-making.</li> <li>• Organize and understand survey data. With its easy-to-navigate interface, Bento is the ideal home for organizations to securely see and share their own survey data, enabling employees and other stakeholders (e.g., administrators, strategic planning team, researchers, funding partners, etc.) to understand survey findings and apply them to future choices.</li> <li>• Calculate results for sub-populations automatically. Easily analyze your data by respondent demographics (e.g., class level, gender, location, housing status) to answer your questions quickly.</li> </ul> <p>Each annual Bento license allows you to load up to 10 different surveys to Bento, visible and accessible for exploration to up to 250 users of your choosing. Each of those users can create custom reports and share them with other users or export for wider distribution.</p> <p>Burso is our proven cost allocation solution developed and supported by MGT government accounting experts to provide accurate, efficient, transparent, and defensible allocation of public funds.</p> <p>SGAT (soon to be called FLITE), helps teachers efficiently and effectively collect skill inventory data, provide instruction, and manage student progress.</p> <p>BoundarEase is Davis Demographics' (an MGT company) online attendance boundary-setting software that does not require GIS experience.</p> <p>PHAZE is a Web Collaboration Information System for Perfect Project Delivery and business operational efficiency. It eliminates the need for disparate solutions and provides the ability to collaborate effectively with staff, teams, vendors, suppliers, contractors, and other key stakeholders.</p>
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	N/A
10	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	<p>We offer software training for SchoolSite Pro as well as general GIS training for Esri's ArcGIS Pro. We offer consulting services for K12 student forecasting and boundary planning, student yield generation rates for new housing developments, student capture analysis to determine how many of the school age population are attending K12 districts vs private schools and more demographic related studies. In addition, we can create web-based applications around geospatial data, maps, school boundaries, and more.</p> <p>Frost NextGen is a LearningMate authoring and delivery tool for managing the end-to-end content development lifecycle. With features like Repository for content management and organization, AI integration, powerful search, real-time collaboration and track changes, metadata alignment, and much more, the goal is to make the process efficient and easy to manage right from ideation to delivery, thus empowering users to generate high-quality content. Seamless integration with popular LMSs like Canvas, D2L, etc., for content distribution, makes this an end-to-end solution.</p> <p>If requested, MGT can also offer the following supplementary services related to Bento for an additional fee:</p> <ul style="list-style-type: none"> <li>• Additional user training, custom demos/walkthroughs, and webinar support</li> <li>• Survey creation, administration, and analysis services</li> <li>• Strategic planning support for taking action based on your stakeholder survey data</li> </ul>

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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

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

- [Pricing](#) - Sourcewell Pricing.pdf - Thursday June 20, 2024 12:37:14
- [Financial Strength and Stability](#) - Sourcewell Financial Strength and Stability.pdf - Thursday June 20, 2024 12:37:46
- [Marketing Plan/Samples](#) - Sourcewell Marketing Plan.pdf - Thursday June 20, 2024 12:38:46
- [WMBE/MBE/SBE or Related Certificates](#) - Sourcewell WMBE MBE SBE or Related Certificates.pdf - Thursday June 20, 2024 12:38:56
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Sourcewell Standard Transaction Document Samples.pdf - Thursday June 20, 2024 12:39:09
- Requested Exceptions (optional)
- [Upload Additional Document](#) - FINAL\_Sourcewell.pdf - Thursday June 20, 2024 12:36:19

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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



File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM		1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM		4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM		2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM		4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM		1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM		1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM		2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM		4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM		2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM		1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM		1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM		2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM		1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM		1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM		1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM		1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM		1

AMENDMENT #1  
TO  
SOURCEWELL CONTRACT #060624-MGT

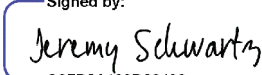
THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **MGT Consulting of America, LLC, n/k/a MGT Impact Solutions, LLC** (Supplier).

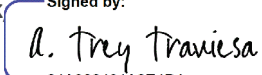
Sourcewell entered into a Contract, 060624-MGT, with Supplier to provide Software Solutions and Related Services for Public Sector and Education Administration, effective October 23, 2024, through October 25, 2028 (Contract).

Supplier has unified its brand under one name and requires a name change to the Contract holder.

NOW, THEREFORE, Supplier’s name is changed to: MGT Impact Solutions, LLC.

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

**Sourcewell**  
Signed by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz, Chief Procurement Officer  
Date: 8/26/2025 | 6:45 PM CDT

**MGT Impact Solutions, LLC**  
Signed by:  
  
By: 64A902481A2E4DA...  
A. Trey Traviesa, CEO  
Date: 8/27/2025 | 9:00 AM CDT