



# GRANICUS

Request for Proposal for  
Region 14 Education Service Center  
For  
Software and SaaS Solutions  
RFP #39-20



Response Submitted by Granicus  
Proposal Contact:  
Sam.morton@granicus.com  
Submitted on November 19, 2020

To Whom It May Concern,

Thank you for the opportunity to connect with Region 14 Education Service Center (the Region) and other public agencies supported by this contract. We look forward to detailing throughout this process and proposal how we can provide a platform of products to increase the efficiency of civic engagement and move towards a true digital Region.

Granicus' platform of digital engagement will allow the Region, and other agencies, to transition to on-line services. During current times, the public is getting used to working on-line and from their own spaces. After the dust settles, a new normal, as already seen in the UK, will be employees and the public wishing to work within the digital world.

Granicus is uniquely position with a proven platform of integrated tools to make this new normal a reality. We have the digital tools to communicate both within and outside of agencies, move workflows and public facing processes like paying student fees, to a digital format with minimal coding. We can also wrap it all within a communication network that is made for mobile access.

We look forward to being able to guide the Region and its agencies in changing the way that you connect with residents, creating better lives for more people through secure, world-class technology.

Sincerely,



Sam Morton  
Vice President of Sales  
303-521-0052  
[Sam.morton@granicus.com](mailto:Sam.morton@granicus.com)

Granicus' statements regarding its plans, directions, and intent are subject to change or withdrawal without notice at Granicus' sole discretion. The information mentioned regarding potential future products is not a commitment, promise, or legal obligation to deliver any material, code, or functionality. Unless otherwise stated, this proposal is valid for 180 days.



## Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made by and between the party procuring Granicus Products under NCPA 01-115 ("**Client**") and Granicus, LLC ("**Granicus**").

### 1. Ordering and Scope

- 1.1. Ordering Granicus Products.** The parties will enter into a binding order, proposal or purchase document (each, an "**Order**"), setting forth the products and services made available to Client pursuant to NCPA 01-115 and this Agreement which may include online or cloud subscription services, on-premise software, or required equipment or hardware components (the "**Granicus Products**"), and may enter into statements of work ("**SOW**") setting forth corresponding professional or consulting services related to the Granicus Products. The parties may execute one or more Orders or SOWs under this Agreement, each Order or SOW becoming effective when executed by both parties or upon delivery and acceptance of purchase orders referencing the Order or SOW and this Agreement. Each Order and SOW will constitute a separate agreement between the parties related to the sale and purchase of Granicus Products. Each Order or SOW will generally include an itemized list of the Granicus Products as well as the Order Term for such Granicus Products.
- 1.2. Support.** Basic support and maintenance services provided to Client for Granicus Products ("**Support**") is included in the fees paid for the Granicus Product subscription or maintenance during the Term. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.
- 1.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 1.4. Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

### 2. Use Rights

- 2.1. License.** Subject to the terms and conditions of this Agreement, Granicus hereby grants to Client a non-exclusive, non-transferable right and license to use the Granicus Products for its internal purposes during the Term, subject to any additional rights and restrictions set forth in the applicable Order or SOW. This grant of rights is not a sale of the Granicus Products. Granicus and its third-party providers reserve all rights not expressly granted to Client in this Agreement. In addition to the license terms set forth in this Agreement, certain third-party products may be subject to additional terms and conditions, set forth in Exhibit A, below, which will apply to such third-party products in addition to the terms of this Agreement.
- 2.2. Use of Granicus Products.**
  - 2.2.1. Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Data purchased from third parties may not be used with the Granicus Products without Granicus' prior written consent and list cleansing services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing services subject to this Agreement.

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions


- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273  
Houston, TX 77270

Signature: 

Date: December 8, 2020

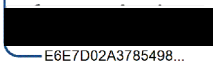
**Vendor:**

Granicus, LLC

Name: Spencer Lasley

Title: Contracts Manager

Address: 408 St. Peter Street, Suite 600  
St. Paul, MN 55102

Signature:   
DocuSigned by:  
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Date: 11/06/2020