



NCPA - Region 14 ESC

Cloud-Based, SaaS Solution for Government Transaction Processing RFP#15-21

Proposal Due

22 July 2021, 2:00 PM CST

Proposer

CityBase, Inc.

Proposer Address

30 N. LaSalle Ave. #3400 Chicago, IL 60602

Contact

Michael Duffy

CEO and Founder

rfp@thecitybase.com

Proposal Representative

Jim Murphy, Sales Director

jim.murphy@thecitybase.com

(919) 670-8882

Cover Letter

Region 14 Education Service Center
National Cooperative Purchasing Alliance
P.O. Box 701273
Houston, TX 77270

Jim Murphy, Sales Director
CityBase, Inc.
30 North LaSalle Street
Chicago, IL 60602
jim.murphy@thecitybase.com
(919) 670-8882

Dear National Cooperative Purchasing Alliance,

The enclosed proposal is being submitted as a response to the Region 14 Education Service Center and NCPA's RFP#15-21 Cloud-Based, SaaS Solution for Government Transaction Processing Request for Proposal.

CityBase is uniquely positioned to provide digital government services to public sector organizations. CityBase is a leader in multi-agency payment solutions, leveraging easy to use cloud technology. Our software is designed with U.S. residents in mind, whether they use a smartphone, tablet, desktop, cashiering station, or kiosk. We are solely focused on government and utilities, covering a myriad of payments for government entities large and small.

CityBase is highly focused on the needs of major population centers and multi-agency installations, with regard both to your operational environment as well as the diverse needs of your customers, staff, residents, and businesses. We are well-versed in the process of implementing complex, multi-agency payment processing solutions for diverse payments and look forward to collaborating with the NCPA, Region 14 ESC, and your affiliated Public Agencies to achieve your goals.

If any additional information is needed or if I can answer any questions, please let me know. I will be happy to be of assistance. You may reach me at mduffy@thecitybase.com. Thank you in advance for your attention.

Sincerely,



Michael Duffy, CEO + Founder, CityBase, Inc.

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Tab 1 — Master Agreement / Signature Form

Tab 1 – Master Agreement General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$35 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
 - Provide both On-premise solutions as well as Cloud based solutions.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	CityBase, Inc.
Address	30 North LaSalle Street, Suite 3400
City/State/Zip	Chicago, IL 60602
Telephone No.	(866) 210-6270
Fax No.	(312) 276-8123
Email address	rfp@thecitybase.com
Printed name	Michael Duffy
Position with company	CEO + Founder
Authorized signature	



Tab 2 – NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 16, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and CityBase, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 16, 2021, referenced as Contract Number 14-02, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Cloud-Based, SaaS Solution for Government Transaction Processing;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%


- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

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: August 16, 2021

Vendor:

CityBase, Inc.
Name: Michael Duffy
Title: CEO + Founder
Address: 30 North LaSalle Street, Suite 3400
Chicago, IL 60602
Signature: 
Date: 7/1/2021



Tab 3 – Vendor Questionnaire

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input checked="" type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of **Chicago**, State of **Illinois**

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
- A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3^d box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
- | | |
|---|--|
| <input checked="" type="checkbox"/> Manufacturer Direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: |

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Corbin Brown
Title: Senior Accounting Manager
Company: CityBase, Inc.
Address: 30 North LaSalle Street, Suite 3400
City: Chicago State: IL Zip: 60602
Phone: (866) 210-6270 Email: cbrown@thecitybase.com

- Purchase Orders

Contact Person: Corbin Brown

Title: Senior Accounting Manager

Company: CityBase, Inc.

Address: 30 North LaSalle Street, Suite 3400

City: Chicago

State: IL

Zip: 60602

Phone:

Email: cbrown@thecitybase.com

- Sales and Marketing

Contact Person: Jim Murphy

Title: Director of Sales

Company: CityBase, Inc.

Address: 30 North LaSalle Street, Suite 3400

City: Chicago

State: IL

Zip: 60602

Phone: (866) 210-6270

Email: jim.murphy@thecitybase.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No

Tab 4 – Vendor Profile

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.

CityBase, Inc.

- ◆ Brief history of your company, including the year it was established.

When CityBase was founded in 2013 to create technology that improved people's interactions with their local government, the govtech industry was in its infancy and our staff numbered an ambitious half-dozen. We were a research-driven and design-led group with a vision to help facilitate a common user experience for customers and staff alike. Like many in the govtech industry, we embrace the very challenge that makes government so unique when compared to any private sector technology: serve the entire demographic, inclusive of their needs and challenges.

“We're a firm that's dedicated to partnering with governments and utilities to make government more personal and responsive. Every facet of this is designed with the thought of getting someone to the information they need, to successfully complete a transaction, and giving them the confidence that they did the right thing to solve whatever challenge they had.”

Mike Duffy, CityBase CEO + Founder

Today, more than 100 agencies, utilities, cities, and counties use the CityBase platform to bring hassle-free payments and digital services to their customers. We work exclusively with governments and utilities to make their public services more accessible to their customers. Our kiosk clients include EPB Electric Power in Chattanooga, Montgomery Water Works, Indianapolis Power and Light, Alabama Power, a Southern Company, where we've deployed a kiosk network across the state totaling 80 kiosks, providing indoor and outdoor units covering 80% of the utility service area in Alabama.

Our focus is centered on providing payment solutions that lead industry standards with best-in-class functionally and expansion capabilities. We believe smart cities should serve everyone, which is why we are committed to creating convenient payment experiences for in-person customers, many of whom are cash-preferred and may not have access to traditional banking services. We prioritize security, user experience, and innovation to provide customers a modern, seamless payment experience.

CityBase products include:

CITYBASE PAY
**Payments that work
for everyone**



Kiosks



Web + Mobile Payments



Point of Sale (POS)



Revenue Management

CITYBASE SERVE
**How customers get
what they need**



CityBase Screendoor



Content Management



Online Forms



User Profiles

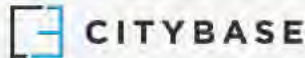
Explore CityBase products at thecitybase.com/products.

About GTY Technology

In 2019, CityBase became a business unit of GTY Technology (GTY), a publicly traded company on NASDAQ. GTY brings leading government technology companies together to achieve a new standard in citizen engagement and resource management.



Procurement



Payments/Digital Services



Grant Management



Permitting



Budgeting/Consulting



Budgeting/Transparency

Through its six subsidiaries, GTY offers an intuitive cloud-based suite of solutions for state and local governments spanning functions in procurement, payments, grant management, budgeting, and permitting: [Bonfire](#) provides strategic sourcing and procurement software to enable confident and compliant spend; [CityBase](#) provides government payment solutions and digital services to connect customers with utilities and government agencies; [eCivis](#) offers a grant management system to maximize grant revenues and track performance; [OpenCounter](#) provides government permitting software to guide applicants through complex permitting and licensing procedures; [Questica](#) offers budget preparation and management software to deliver on financial and non-financial strategic objectives; [Sherpa](#) provides public sector budgeting software and consulting services.

CityBase leverages our expertise in user experience, user research, and accessibility to create a better payment experience for customers, business users, and government staff. Together, with the business units of GTY, we provide local governments the opportunity to revolutionize the digital government experience, from creating a budget that works to procuring the best vendors in the business.

◆ Company's Dun & Bradstreet (D&B) number.

079756674

◆ Company's organizational chart of those individuals that would be involved in the contract.

The CityBase Team

CityBase understands the importance of managing client relationships. A significant benefit for NCPA Agencies is that we combine a cutting edge payment solution specialized for the public sector with a service-oriented

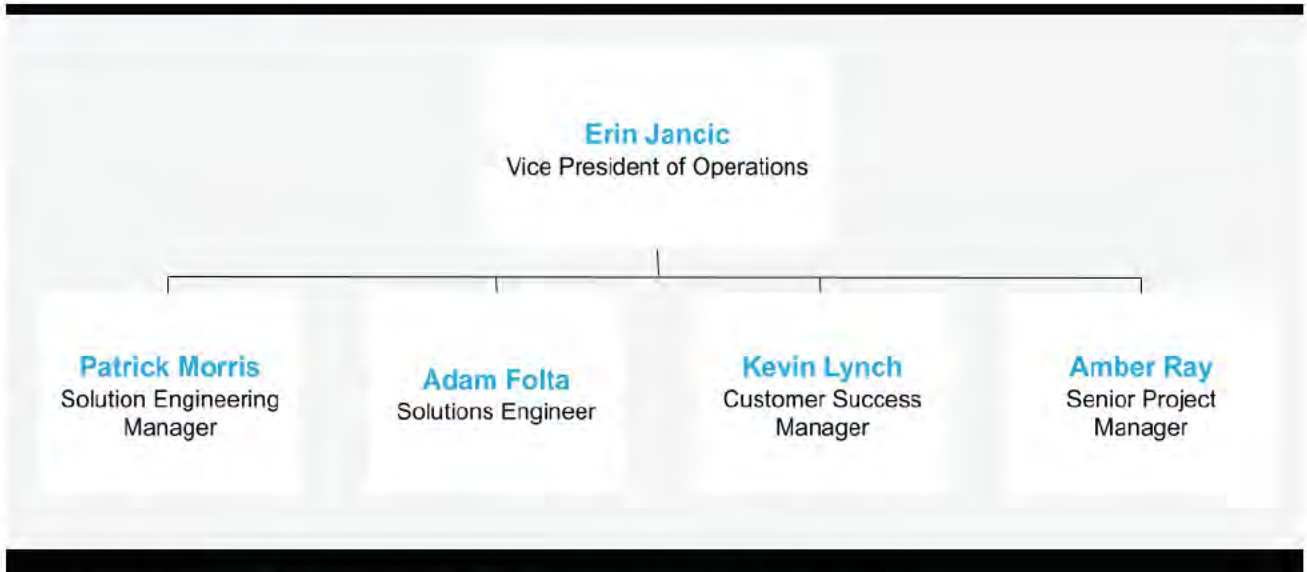
business model that prioritizes client satisfaction, efficiency and successful growth. CityBase will assign Agencies a dedicated team to support all of their individual initiatives.

NCPA Agencies will have an assigned Executive Sponsor to collaborate with leadership and serve as a point of escalation, an Customer Success Manager to lead our work and serve as your main point of contact, and a Solutions Engineer to collect business needs and configure the platform to meet an Agency's required outcomes. Our Customer Success Manager and Solutions Engineer will lead training during implementation, and as needed throughout our engagement at no cost. The CityBase team will be a dedicated partner to NCPA Agencies throughout discovery, implementation, Go Live, and post Go Live.

The primary training team will consist of a Solutions Engineer and the Customer Success Manager. The training team has extensive experience training client staff in different environments including traditional classroom/lab settings, at installation locations, and at the CityBase office. The team will work with NCPA Agencies to create a custom curriculum, prioritizing milestones, and whichever features the client requests. For our standard implementations CityBase leverages the roles detailed below:

Customer Success Manager	<p>The Customer Success Manager is a dedicated resource that will be the primary point of contact for the engagement. They are responsible for the client relationship and are tasked with ensuring all the work for an account is moving forward according to plan. The Customer Success Manager will be primarily focused on the NCPA Agency during the time of implementation and the close monitoring that follows implementation.</p> <p>Part of the Customer Success Manager's role at CityBase is to act as a trusted advisor to clients. It is the expectation that they fulfill this duty by ensuring that the CityBase product roadmap, including new features and functionality, is well-understood by key stakeholders. Agency business practices and processes, including partnering with the Agency to uncover pain points and areas for improvements or cost savings. As these opportunities are identified, the Customer Success Manager will liaise with CityBase and NCPA Agencies to construct a clear path forward on implementing new products, cost saving ideas, or other efficiencies.</p>
Solutions Engineer	<p>The Solutions Engineer is a dedicated resource that will be responsible for the technical configurations for the engagement. They are responsible for ensuring the implementation meets scope requirements and serve as a technical liaison between client stakeholders and CityBase teams. The Solutions Engineer is responsible for overall delivery of the solution including configuration execution and code review for any customization.</p>
Project Manager	<p>The Project Manager is a dedicated resource responsible for managing the project from start to finish and ensures compliance with Agency specifications.</p>

They will also serve as the owner for the project to confirm our remote teams are properly supported and to provide Agencies with appropriate resources. The Project Manager performs a high level quality review of critical project technology elements including architecture, design, and implementation methods and plans and develops sustainable relationships with Agency executives and the engagement team and supports the executive sponsor(s) keeping them apprised of overall project status.



The following key CityBase personnel are suggested for NCPA Agencies.



Erin Jancic, CityBase - Vice President of Operations

Erin Jancic will be the Executive Sponsor for this project. Erin oversees all implementation projects and ensures consistent process and high-quality execution for our customers. She also leads key strategic initiatives for the company, including Payment Services and Operations. Erin has 15 years of startup technology experience including 10 years working in highly regulated environments. Erin holds a Bachelor's in Mathematics from Northwestern University and is based in Chicago. Erin is an execution-focused leader who excels in maximizing the execution potential of a software development organization. She combines hands-on product management experience with an entire career of working closely with engineers to create an execution-focused environment without compromising creativity or collaboration. Erin has experience as a leader both with and without direct management responsibilities. Her experience across the different roles of a team fosters an empathy-driven approach that focuses on how to get the

best out of the team. With experience in multiple industries, she specializes in verticals with complex, multi-layered solutions. Her technical background lends her to be most valuable in situations where a detailed understanding of the architecture of the product proves critical to the success of her role.



Kevin Lynch, *CityBase - Senior Customer Success Manager*

Kevin Lynch will be the Customer Success Manager for this project. Kevin guides the CityBase relationship with the City of Indianapolis and Marion County and works as a trusted advisor to bring strategy-driven solutions to the City. He has seven years of experience as a client manager, including Fortune 500 companies. Kevin holds a Bachelor's Degrees in English Literature and Education from Denison University and an MBA from Indiana University, with concentrations in Marketing and Entrepreneurship.

Kevin Lynch will serve as the Customer Success Manager and will operate as a dedicated resource and client advocate. He is responsible for the client relationship and is tasked with ensuring all the work for the project is moving forward according to plan. He will also work to ensure that both CityBase and the client address and come to an agreement on next steps related to production issues.



Patrick Morris, *CityBase - Solution Engineering Manager*

Patrick Morris will be the Solutions Engineering Manager for this project. Patrick leads the Solution Engineering team which is responsible for the many intricate details of client payments, enterprise API and online presence integrations. The SE team is the technical bridge between the customers, vendors, engineers and stakeholders. He will work directly with stakeholders, SMEs, developers, and the existing vendors to translate requirements and workflows into a unified solution; additionally, he will perform CityBase product configuration and coordinate implementation activities between all involved parties. His career has spanned several industries including higher education, digital advertising, media distribution and sports television. Patrick is based in Chicago and holds a Bachelor's Degree in Computer Information Systems from Robert Morris University and a Degree in Computing and Information Computer Science from the University of Pittsburgh.



Adam Folta, *Solutions Engineer*

Adam is the primary technical resource for the in-person payment solution implementation team. He specializes in CityBase in-person applications and is responsible for ensuring resilient integrations. Adam has experience with data analytics, financial planning, large-scale data migration, and solutions architecture from his previous work experience and helps facilitate ongoing integration development at CityBase. Adam was the Solutions Engineer for a recent implementation with the City of Lawrence, IN. As the technical lead on the project, Adam coordinated with internal and external partners to ensure the application was built to the client's needs. Adam has a Bachelor's Degree in Urban Studies from DePauw University.



Amber Ray, *Senior Project Manager*

Amber Ray will serve as the Project Manager. She has 13 years of experience as a project manager, leading the delivery of sustainable change to process improvements and implementation. Amber manages several projects, where she oversees the deployment of CityBase technology throughout the engineering, product, operations, and engagement levels. She holds certifications in Agile, Lean, and Six Sigma methodologies. Amber earned her Bachelor's Degree in Industrial Engineering from Purdue University and an MBA from University of San Diego, with a concentration in Managerial Leadership.

◆ Corporate office location.

- List the number of sales and services offices for states being bid in solicitation.
- List the names of key contacts at each with title, address, phone and e-mail address.

30 North LaSalle Street, Suite 3400, Chicago, IL 60602
Jim Murphy, Director of Sales
Jim.murphy@thecitybase.com
(919) 670-8882

◆ Define your standard terms of payment.

Standard payment terms are: Client shall pay all invoiced amounts due to CityBase within thirty (30) days from the date of CityBase's invoice. Client shall make all payments hereunder in U.S. dollars. Client shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

◆ Who is your competition in the marketplace?

We compete with several payment vendors in the municipal and utility space. A few of note are Invoice Cloud, Kubra, Paymentus and Click2Gov. CityBase is unique amongst the competitive landscape, however, for offering a fully cloud-hosted, multi-channel payment platform that supports in-person as well as online payments across multiple tender types including cash, check and credit/debit cards.

◆ What differentiates your company from competitors?

CityBase's raison d'être is to improve the ways people interact with their local governments and utilities. In fulfilling this mission, we work almost exclusively with state and local governments. We aim to unburden our clients by digitizing and streamlining government services, including in-person services by creating cloud-based, integrated software for digital web payments, payment kiosks, and point-of-sale cashiering.

While several factors determine overall economic competitiveness and digital government service's ability to thrive and grow, improving interactions with businesses and residents plays an important role. CityBase's breadth of experience advising governments on economic competitiveness, collaborating on digital solutions, and improving services offered by states has given us a strong understanding of the challenges faced by its citizens and the needs that can be addressed by an effective digital government experience.

CityBase brings a wide array of expertise, tools, and capabilities that can support the NCPA and their Agencies in other matters which may arise throughout the course of the partnership. Our team is prepared and enthusiastic to assist NCPA Agencies in modernizing their digital landscape and proactively finding solutions for process optimization, efficiency, and better service operations for constituents. What makes the CityBase team so powerful is our vision for outstanding customer support and digital innovation, which results in unparalleled modernization in government interactions for our clients and their constituents.

5 Guiding Principles for Effective Government Technology

Most businesses serve a well-defined group of people, who might make up 1 to 10 percent of the population as a whole. This is not the case in government. As an institution, each local and state government must serve every person who visits, resides, or does business within it.

To build government technology that works for 100 percent of the population, that tech must be:



1. Accessible

Use plain, simple language and visual cues to support populations with vision impairments or low-literacy skills. Invest in translation services – sometimes machine translation doesn't cut it. Build mobile-friendly websites – more people will view your website online vs. downloading an app. Make sure your information works for the small screen.



2. Useful

Prioritize utility over entertainment. On a state or agency site, introducing unnecessary information can be a distraction to finding the services they need. Learn from user data to present information related to common searches.



3. Efficient

Make topics searchable by breaking information or processes into their smallest meaningful unit. For instance, a journalism student might be interested in the topic, "Read the Open Door Law," where a veteran reporter would just want to "Request a public record."



4. Relevant

Keep information relevant by using systems that present only necessary information, structured in building blocks that can be presented and discovered in infinite combinations — but which are written and updated in one place only.



5. Dynamic

Government websites should be living, evolving platforms. Create systems that respond to an individual — for example, providing me information and prompting me to request services based on my neighborhood and household profile.

Payment Processing Platform

CityBase is solely focused on government and utilities use cases. We understand the unique challenges and opportunities of working with governments, and our experience in this space advancing our products alongside our partner-clients gives us an advantage over other firms. We're a founder-led firm on "a mission from Gahhhd" to shatter the govtech status quo, creating technology that better serves the everyday needs of

people. We embrace the opportunity that makes government so unique: serve the entire population inclusive of their needs and challenges.

CityBase is uniquely equipped for the “many to many” use case in government where many departments offer many services through multiple channels to their customers. The CityBase payment platform is built on the notion that customers value convenience and flexibility and will select the most convenient path to a solution. CityBase allows governments to offer digital services and payment services via multiple channels including web, kiosks, and point-of-sale cashiering.

We believe smart cities should serve everyone, including people who pay in person due to preference or need. That’s why we focus on digitizing both online and in-person channels, so in the pursuit of better technology we leave no resident behind. It’s also why we never charge transaction fees on top of a cash payment: because we want to make payments as frictionless as possible, particularly for customers who are un- or under-banked.

The CityBase payment platform brings all payment activity together within a single back-office application, making reconciliation and revenue reporting significantly quicker and easier for government employees, the unsung heroes of the public sector. Our significant investment in user experience design allows the users of our applications, both end users and government staff, to accomplish their task at hand quickly and efficiently. User feedback tells us our end users have a positive, delightful experience when accomplishing tasks that are usually associated with cumbersome experiences, such as paying bills or interacting with government technology.

We genuinely care about creating seamless interactions between public servants and the public. We problem-solve alongside our clients, continuously deliver value, and even answer the phone when you give us a call.

CityBase	Gov App Competition
Leading digital agency with high-profile commercial and public sector experience; powered by a network of digital studios, skilled professionals, and commercial insight	Limited commercial experience and limited digital studio capability
Library of common design patterns based on commercial and public sector experience, including common functions such as account set up, ID proofing, shopping cart	Limited experience in latest design trends and de facto standards
Human-centered design; puts the customer experience first; develops sustainable strategies that consider the mobile and web browser dimensions	May push app platform without considering customer experience implications; could create a fragmented and confusing experience for Delawareans
Agencies in control of design decisions	Design decisions driven by other states and convenience fee revenue models

Trusted advisor – will speak candidly	Advice may be compromised by vendor business strategy to promote portal and app platforms
Active connection to innovative leaders such as Salesforce, Google, and Amazon	Limited depth in digital alliances and vendor ecosystems
Significant research and development across industry sectors and exposure to leading industry practices	Limited exposure to leading industry practices

The CityBase Advantage for Customer Experience Vision

- ◆ Describe how your company will market this contract if awarded.

If awarded, CityBase will incorporate this contract into our multi-channel marketing strategy which includes email, our website, conferences and social media. We are also happy to partner with NCPA on joint marketing efforts to promote this contract in all 50 states.

- ◆ Describe how you intend to introduce NCPA to your company.

CityBase is already very familiar with NCPA through our work with Carahsoft. Carahsoft is an authorized reseller of all CityBase products and services and we often leverage the NCPA 01-86 contract with Carahsoft when working with municipal governments.

- ◆ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.

CityBase does not offer an e-commerce option for purchasing our products and services. All sales are made by our sales representatives who consult with potential customers to determine the customers specific needs and how CityBase products can address those needs. Our website contains an extensive library of our products and services, and can be found here: <https://thecitybase.com/products>

- ◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

Technical Support

The CityBase team takes great pride in our proven track record of providing outstanding customer service in such environments. Having implemented our platform in several comparably sized markets, we understand how to partner with you to maintain open lines of communication, two-way transparency, and a relationship built on our joint interest in providing all users with an exceptional experience.

While each engagement has its own nuances, there are some steps we take at the outset of the engagement to ensure our expectations for service are aligned.

We will dive into the specifics of what customer service means to your Agencies, and who precisely their customers are. This may include proactive outreach from our team to designated people or groups in the Agencies including those in customer service focused functions. We are prepared to facilitate discussion on this topic, or take direction from the Agencies, and then manage the agreed upon plan.

Some of our support benefits include:



SLA requires response within 4 hours of receiving a support ticket

- CityBase **responds** to support inquiries in **10 minutes on average**.
- CityBase **resolution** time is **20 minutes on average**.



Support is available **7:00AM – 7:00PM CST**



All tickets are visible to your **staff** through the **support tool**



Customers can request support via **phone and email**

Our comprehensive supporting solution consists of a multi-tiered system. Standard support, including a toll free phone line and direct email, is available during regular business hours (7 am to 7 pm CST), and a dedicated on-call member will respond via email after business hours.

Depending on the needs of NCPA Agencies CityBase may enlist the help of a third-party call center to facilitate 24/7 phone support for all issue levels.

Target resolution time for critical issues is 24 hours with update frequency every 2 hours. Major issues have a target resolution time of 24-48 hours with an update frequency every 4 business hours. Medium level issues have a target resolution time of 48-72 hours with an update frequency every 24 hours. Low impact issues have a target resolution time of 5 business days with update frequency every 48 business hours.

Please see our sample SLA below.

Severity Level	Definition	Action 1	Action 2	Action 3	SLA
Critical	All payment channels	30 Minutes,	2 hour	24 hour, 24x7	99.95%

unavailable in any one (1) location where no other location is available within two (2) miles; all lookup methods unavailable; unable to process all payment types; payments improperly posting for five (5) or more users within one (1) business day; significant account reconciliation issues

24x7

maximum interval, 24x7

Major	More than one (1) payment channel unavailable in any one (1) location where no other location is available within two (2) miles; unable to process multiple payment types; payments improperly posting for four (4) or fewer users within one (1) business day; minor account reconciliation issues	2 hours	4 hour maximum interval	24 - 48 hours	99.95%
Medium	One (1) payment channel unavailable in any one (1) location; one (1) lookup method unavailable; unable to process one (1) payment type; payments improperly posting for one (1) user.	4 hours	24 hour maximum interval	48 - 72 hours	99.95%
Minor	Minor issues as reasonably determined by Client	4 hours	N/A	As appropriate	99.95%

◆ Green Initiatives

□ As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

CityBase understands the importance of sustainability and strives to support environmentally friendly initiatives where possible. The continued depletion of natural resources has led to CityBase becoming more environmentally aware than ever. This is because green initiatives save on costs, reuse resources and meet compliance requirements, and they also help to create brand recognition among customers.

One of the core initiatives and missions of developing the CityBase technology was to reduce or eliminate the need for paper processes. The CityBase platform is completely cloud based and reduces the need for paper consumption drastically for all of our clients by digitizing traditional paper processes. Our technology also makes it easier for customers to manage their debt online and via self-service, in-person payment channels which reduces mail-in billing. CityBase has created Digital City Halls for residents around the country by allowing people to complete most if not all interactions with their government online. CityBase is providing more ways for people to pay at home or in their own neighborhoods and we are reducing the need for people to commute downtown for things like paying a parking ticket, completing a business permit, or other trip that would typically require a commute to city hall.

The CityBase main office is a tenant at the 30 North LaSalle building in Chicago, which is certified by Energy Star as well as the prestigious Platinum LEED certification.

CityBase has made Amazon Web Services (AWS) its cloud provider of choice. AWS provides CityBase with resilient cloud infrastructure, which is hosted in an independently managed datacenter which carries an ISO 270001 certification, in addition to extensive network, and physical security controls. One of the reasons CityBase chose AWS is because AWS is committed to running their business in the most environmentally friendly way possible and achieving 100% renewable energy usage for our global infrastructure.

Cloud Efficiency

The results of a study by 451 Research show that AWS's infrastructure is 3.6 times more energy efficient than the median of the surveyed U.S. enterprise data centers. More than two-thirds of this advantage is attributable to the combination of a more energy efficient server population and much higher server utilization. AWS data centers are also more energy efficient than enterprise sites due to comprehensive efficiency programs that touch every facet of the facility.

Reducing Water in AWS Data Centers

AWS has multiple initiatives to improve our water use efficiency and reduce the use of potable (drinking) water for cooling data centers. AWS develops our water use strategy by evaluating climate patterns for each AWS Region, local water management and availability, and the opportunity to conserve drinking water sources.

Amazon Sustainability Data Initiative

The Amazon Sustainability Data Initiative (ASDI) seeks to accelerate sustainability research and innovation by minimizing the cost and time required to acquire and analyze large sustainability datasets. ASDI supports innovators and researchers with the data, tools, and technical expertise they need to move sustainability to the next level.

Additionally, CityBase tries to minimize our carbon footprint in day-to-day operations by enforcing recycling initiatives. We work with our office building management team to comply with all recycling and disposal regulations.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other

governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Please see the following attachments with our proposal.

- CityBase PCI Compliance Certificate
- CityBase SOC compliance reports



Tab 5 – Products and Services / Scope

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Cloud-Based, SaaS Solution for Government Transaction Processing categories. List all categories along with manufacturer that you are responding with:

Motor Vehicle Services (*e.g. vehicle registrations, driver licenses, titles & liens*)

Please see a detailed description of applicable CityBase products and services at the end of this document.

Turnpike & Transportation (*e.g. turnpike/toll payments, bus/train fare payments, truck permitting, driver tax reporting*)

N/A

Utility Services (*e.g. utility payments and account management*)

Please see a detailed description of applicable CityBase products and services at the end of this document.

Parks & Wildlife (*e.g. hunting and fishing licenses, park passes, camping reservations*)

Please see a detailed description of applicable CityBase products and services at the end of this document.

Permits & Licenses (*e.g. business registrations, professional licenses, construction permits*)

Please see a detailed description of applicable CityBase products and services at the end of this document.

Environmental Services (*e.g. waste disposal permits, use permits, compliance reporting*)

Please see a detailed description of applicable CityBase products and services at the end of this document.

Citations (*e.g. parking tickets, traffic tickets, court fees*)

Please see a detailed description of applicable CityBase products and services at the end of this document.

Taxes & Fees (*e.g. property taxes, sales & excise taxes, other taxes & fees*)

Please see a detailed description of applicable CityBase products and services at the end of this document.

- User Profile & Personalized Services (*e.g. stored user profile, push notifications, electronic billing, secure document storage*)

Please see a detailed description of applicable CityBase products and services at the end of this section.

CityBase Products and Services

The CityBase payment platform will allow government agencies to accept payments made with credit/debit cards, EFT, ACH/check, and cash for various Agency bills like tax payments, permit fees, and court ordered payments among others via integrated payment channels including web, mobile devices, kiosks, and POS locations.

CityBase Payment Platform

CityBase is exclusively dedicated to government and utility use cases. We understand the unique challenges and opportunities of working with governments—our experience in this space, advancing our products alongside our partner-clients, gives us an advantage over other firms - empathy. We embrace the opportunity that makes government so unique: to serve the entire population, inclusive of their needs and challenges.

CityBase platform was designed to facilitate the “many to many” use case native to government where many agencies and departments offer many services through multiple channels to many customers. The CityBase payment platform is built on the notion that customers value and will engage with products that offer simplicity, convenience, and flexibility. CityBase enables governments to offer digital services and payment services via multiple channels including web, kiosks, and POS.

We believe smart governments should serve everyone, including people who pay in person due to preference or need. That’s why we focus on digitizing both online and in-person channels—so we leave no resident behind in the pursuit of better technology. It’s also why we never charge transaction fees on top of a cash payment: because we want to make payments as frictionless as possible, particularly for customers who are un- or under-banked.

The CityBase payment platform brings all payment activity together within a single back-office application, making reconciliation and revenue reporting significantly quicker and easier for government employees. Our significant investment in user experience design allows the users of our applications, both end customers and government staff, to accomplish their task at hand quickly and efficiently. User feedback tells us our end users have a positive experience when accomplishing tasks that can be cumbersome experiences, such as paying bills or interacting with government technology.

Multiple Payment Channels on One Platform

CityBase provides a unified, integrated payment platform for every payment channel. We understand that various NCPA Agencies will have unique needs which may also change over time. CityBase technology allows for the Agencies to have flexibility in setting implementation priorities by debt types and by channel. Our intimate knowledge of the inner workings of local and state governments provides us with the distinct ability to adapt to individual department or agency needs while maintaining a macro approach to digitizing the municipal experience. Making technology sustainable, reusable, and scalable for our public-sector clients is the ultimate premise of the CityBase platform.

The CityBase platform integrates to all underlying systems of record, billing, and other source systems, and configures payments and digital services to meet the requirements of NCPA Agencies. Integrating an Agency source system to the CityBase platform makes its data accessible from any channel. CityBase can host all payments and digital services migrated to the CityBase platform, and assumes all responsibility for maintenance, reliability, PCI compliance, and data encryption functionality of the systems. We require no infrastructure, hardware, or software from you—only access to the systems you want exposed. There are no requirements for network connectivity other than browser-based client-facing functionality, while back-end integrations require secured access to those systems.

Merchant Processing Services with CityBase

The CityBase payment platform provides a single point of interaction for payments across various payment channels including web, in-person cashiering, and kiosks. The CityBase gateway has Level-1 PCI certification and is cloud-based, allowing us to handle the card transactions without introducing PCI compliance scope to the NCPA Agencies.

CityBase is a designated payment facilitator with payment processors to provide merchant processing services, including Fiserv and Chase, as Merchant of Record (also known as “Master Merchant” by Visa and Mastercard). CityBase operates these partnerships with full transparency to Agencies such that all parties involved in the processing of Agency transactions and movement of Agency funds are known to each other.

As a merchant services provider, CityBase gives our clients the ability to:

- Process refunds
- Process voids
- View chargebacks
- Consolidate reporting

CityBase is singularly focused on the customer and back-office experience for NCPA Agencies. There are a multitude of advantages to choosing us in lieu of an acquiring bank, including:

CityBase Merchant Processing Advantages

- ✔ Our technology is tailored specifically for the public sector experience
- ✔ We have a holistic view on the full-spectrum customer experience rather than being singularly focused on processing payments
- ✔ We understand the challenges and opportunities that your team is facing and are committed to addressing them

CityBase Web Payment Solution

CityBase provides a unified, integrated payment platform that will accommodate all payments in scope and scale with changing demands. Unlimited users will be able to access the platform from a web browser and on mobile devices with our mobile-responsive web design. CityBase commits to continuous uptime, ensuring that payments will be processed accurately and on time 24/7/365 without interruption—whether a person is making a one-time payment or has scheduled a recurring payment in advance.

For online payments, CityBase will provide a flexible web interface to NCPA Agencies on their own domain, using a dedicated subdomain, hosted by CityBase on Amazon Web Services (AWS). This provides an optimal user experience and instills trust in constituents that they are interacting with the official Agency online payment experience. In a completely consistent web experience, users can pay with credit/debit cards or ACH/e-check in the same place, on your domain while CityBase assumes PCI compliance. The CityBase platform is also built to be fully mobile responsive, allowing it to be accessed on mobile devices, tablets, and desktop computers.

CityBase will allow NCPA Agencies to accept online payments in the form of electronic checks and Automated Clearing House (ACH) originations as well as major credit cards (Mastercard, Visa, American Express, and Discover) and debit cards should an Agency elect to offer card payments through the portal in the future.

Our robust platform can support high volumes of payments being made simultaneously and can scale with increasing volumes over time, as well as support unlimited Agency users for back-end revenue management. Unlike a payment application for, say, online retail, the ability to make payments for Agency obligations is a critical functionality to your customers. In today's technology landscape, "uptime" is more than a binary "on" or "off." We understand that performance quality can influence business processes and service degradation, like a slowly loading confirmation page, can lead to bigger problems like a duplicate payment.

Our approach to uptime ensures high-performance functionality is treated as a critical matter and we will ensure that NCPA Agencies will be able to accept daily payments without interruption. We release small changes often as a way to minimize the risk associated with each release. An iterative approach and continuous release cycle ensures that we are building safe and scalable solutions that meet the needs of Agency stakeholders and customers. Agile methodology acknowledges that the process of building software is not distinct from planning, and has become the best practice in developing software across industries. It's the approach CityBase uses in building public sector technology. In agile software development, we build, test, and launch technology often and in small increments.

Some of the benefits to hosting web payments through the CityBase platform include:

Benefits of the CityBase Platform	
✓	Optimize Payment Processing CityBase is an experienced payment facilitator and provides faster funding timelines and streamlined back-office operations.
✓	Build Customer Loyalty + Trust Customers can quickly and securely pay with credit/debit cards and ACH/e-check on Agency websites. The streamlined user experience leads to high adoption rates and instills trust that they are making a payment directly to their Agency.
✓	Provide Flexible Payment Options Customers can make a simple one-time payment from a secure payment page or they can create a User Profile and store a preferred payment method to make payments faster.
✓	Native Payment Experience

With one online experience for constituents, completely native to your website, your customers can pay in the same place. Customers will never need to leave an Agency website, and the Agency will be removed from PCI scope.



Single Point of Reconciliation

CityBase provides a single back office solution that facilitates efficient account reconciliation review, integrated third-party payment files, and creates a single point of reconciliation for all payment channels and debt types. CityBase payments tie more data to every transaction, ensuring accurate and efficient reconciliation at Agency and department level. Direct integration to your source systems means updates in real time with every payment and reversal. We'll also deposit directly to bank accounts, label fundings with revenue codes, and post directly to the general ledger.

With one platform for all channels and all tender types, CityBase is a one-stop shop which allows for a consistent up-to-date experience, regardless of which payment channel the customer chooses to use. We are committed to driving research to ultimately improve resident-government interactions, and to enable local tech communities to solve citizen problems and create new ventures on the CityBase platform.

We will ensure a consistent, unified customer experience across all NCPA Agency online payments. Based on your existing brand guidelines and on established best practices in usability, CityBase will work with you to expand on a visual language that reflects the character of NCPA Agencies. From there, items that aid user experience—like font size and buttons—will stay consistent across the entire website. The mobile-responsive user experience is easy to navigate and understand on desktop or mobile devices, which helps promote web payment adoption. Consistency is primarily ensured by the CityBase platform itself.

We make sure all online customer interactions speak to the identity of NCPA Agencies. The result is cohesive branding, consistent interface, and outstanding service and information delivery that's universally accessible and easy to scale.

CityBase Web Payment Checkout Options:

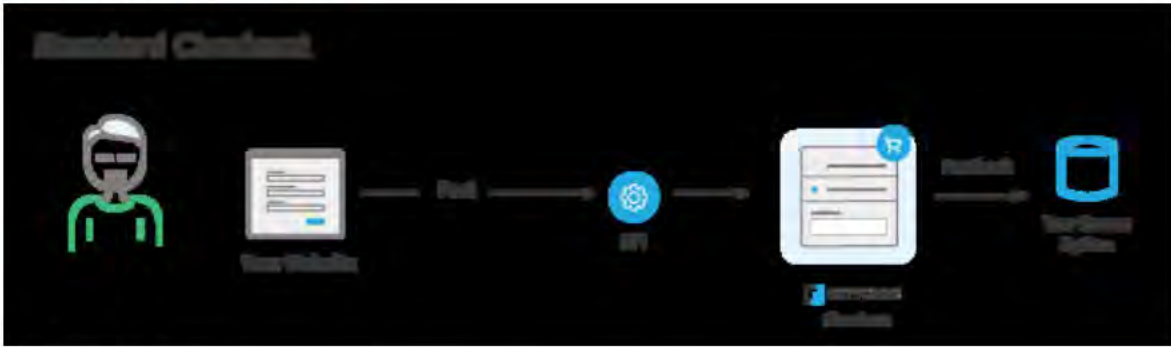
More Flexibility for Your Residents

The CityBase checkout experience is a configurable solution that meets the diverse needs of your agencies and residents.

Residents can make a secure payment to NCPA Agencies through a one-time guest payment, using a previously stored payment method from their digital wallet, or by enrolling in a stored payment and recurring bill Profile. Regardless of how a resident chooses to pay, the Agency staff will see all transaction data in the revenue management tool, where they can search any transaction in real time. CityBase products can seamlessly integrate to an Agency's current single sign-on platform to better serve residents and staff alike.

For NCPA Agencies, we can implement our Standard Checkout and/or our Profile Checkout experiences.

CityBase Checkout Experiences



Standard Checkout

The standard checkout experience allows residents to make a payment toward their Agency bill without creating or logging into a profile. Residents follow your existing workflow, and seamlessly check out through an integrated payment page on your website.

Your residents never leave an Agency web domain. Residents can checkout using credit or debit card or by bank via ACH/eCheck on a payment flow native to an Agency website. After a payment is complete, residents will view a confirmation screen and receive a receipt via email.



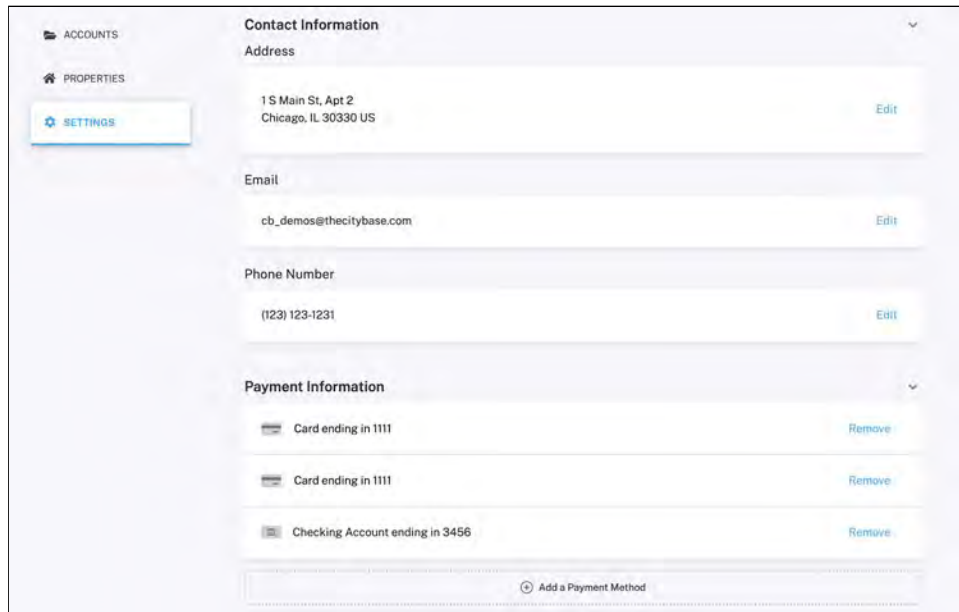
Profile Checkout

The User Profile will empower NCPA Agency users to save information and preferences to a stored profile, like address, payment method, and preferred communication channels; easily opt-in for stored and recurring payments; and make safe and secure payments.

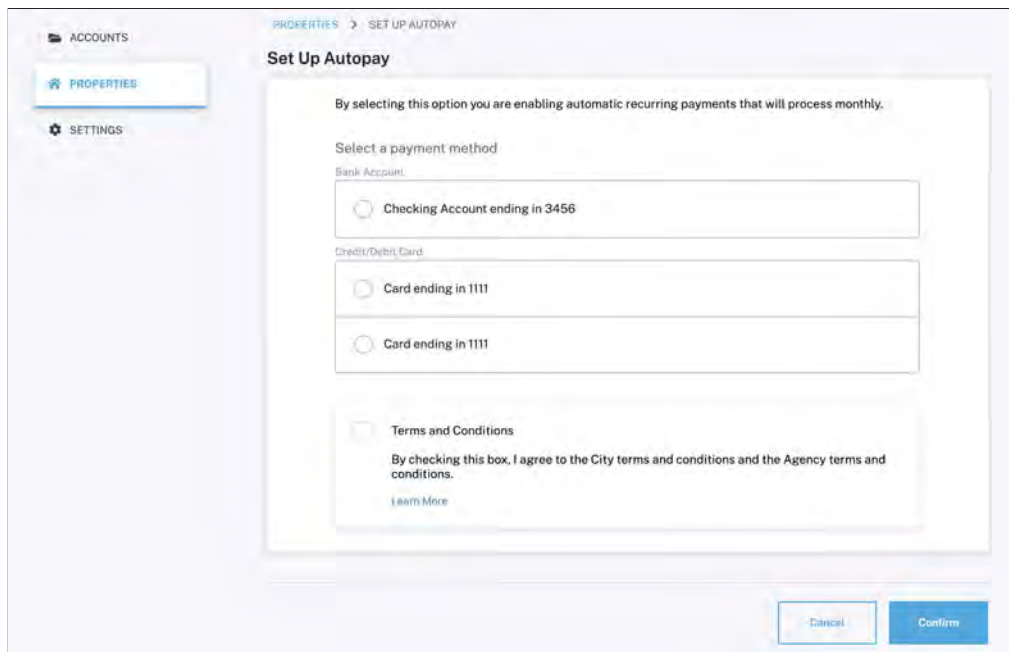
The CityBase User Profile will make the Agency customer payment experience even more personalized, responsive, and convenient by increasing flexible and seamless payment options for constituents.

The user profile will empower NCPA Agency constituents to:

- Securely store multiple payment methods and select a preferred option, including debit and credit cards and bank payments by ACH/eCheck
- Pay for multiple bills in a single transaction
- Log in to view their current bill and make a full or partial payment
- Enroll in autopayments for recurring payments
- View past billing history



Users will be able to store their payment information to allow for one time, scheduled, or recurring payments, through a secure user profile on an Agency website.



The User Profile will allow users to select various payment methods previously stored on their profile when setting up auto payments and during the simple checkout process.

CityBase Cashiering Solution

The CityBase cashiering solution will allow an Agency to accept payments at various locations in cash, from major credit cards (Mastercard, Visa, American Express, and Discover), debit cardholders, as well as in the form of electronic checks and ACH/EFT (Automated Clearing House) originations.

Locations and Terminals



Locations

Configurable payments by locations



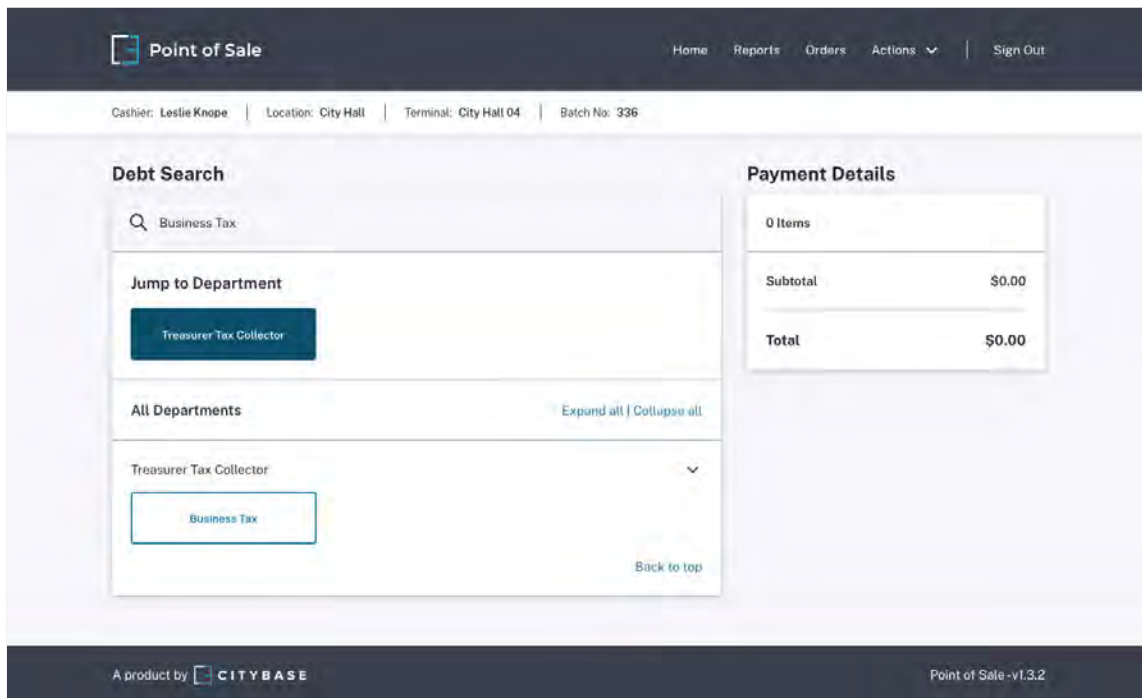
Terminals

Unique terminals for each cashiering station

The CityBase Point of Sale (POS) solution is a comprehensive cloud-based software application that operates in a web browser and processes payments via CityBase’s secure, PCI compliant environment. Visual cues and plain language simplify transactions and cashiers are able to work faster by leveraging the simple and straightforward User Interface (UI). Direct integration with your databases means immediate processing, posting, and reconciliation.

Hundreds of state, city, county departments, and utility companies use CityBase to provide seamless payments to their customers. It is this expertise in local government that makes us a trusted and secure payment platform, regularly exceeding industry security standards.

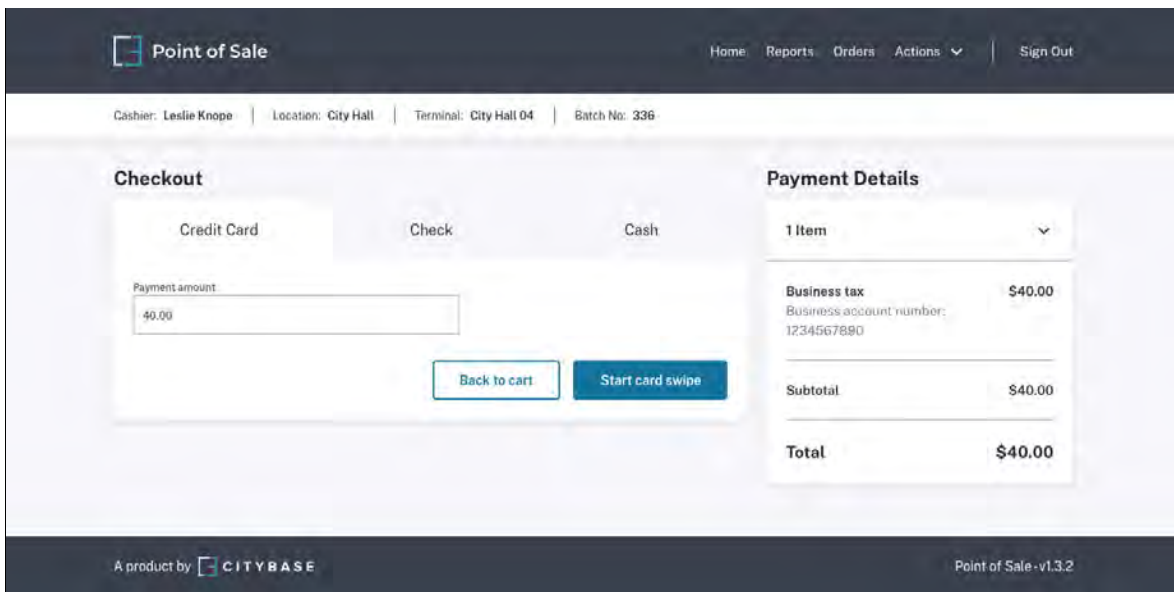
Our cashier-facing software is drastically easier than the status quo. Real-time integrations and streamlined UI make it fast and simple for cashiers to find specific payments and get customers on their way.



Cashiers log into the application from an Agency computer, select their location, and they're ready to begin taking payments. Cashiers perform payment lookups by searching in the POS application. Lookups are supported via direct integration to an Agency's source system(s). Cashiers can browse or search to find a specific payment.

Method 1: Browse	Cashiers can browse debts grouped by Agency departments on the POS homepage. This is helpful when a cashier doesn't know the exact name of the payment but knows the agency that collects the payment.
Method 2: Search	Cashiers can search by keywords using the POS search bar. As they type, the software performs a real-time filter of matching payment types. This is helpful when the cashier knows the name of the payment to be paid and wants to locate it quickly.

If no lookup is required, the cashier will choose the payable item from a menu. Multiple payments can be selected by using the application's shopping cart feature. The current order is displayed to the cashier at all times.



When the customer is ready to checkout and pay, the cashier can accept cash, check, or credit/debit cards. There is also an option to apply the debt to a charge account to be invoiced at a later date. Once the tender type is selected, the cashier accepts the payment and the payment is processed via CityBase's secure, PCI-compliant network. Payments can be processed through CityBase's payment processor or through another processor chosen by an Agency. A receipt is issued showing the order details and any other account information an Agency would like to include on the receipt. Receipts can also be emailed to the customer if they choose.

In addition to base payment functionality, throughout the day cashiers can:

- Pause orders
- Perform cash drops
- Lookup past orders/transactions

- At the end of the day, the cashier performs the closeout procedure, at which time end-of-day reports are generated for closeout and reconciliation

Cashiering Payment Options

- ✓ **Variable Payment Selection**
CityBase in-person payment technology accepts cash, checks, and all major credit and debit cards that are EMV and PCI compliant; digital in-person payment tech includes Apple Pay, Google Wallet, PayPal, and Samsung Pay.
- ✓ **Multi-Payment Transactions**
CityBase technology allows payment towards multiple accounts in one transaction, with a single credit card dip and easy-to-use shopping cart functionality.
- ✓ **Split Payments**
Customers will be able to use multiple payment methods such as debit card and cash in one transaction.

POS Hardware

CityBase will conduct a full analysis of an Agency's current hardware and software inventory and provide recommendations for successfully implementing the new CityBase solution. All transactions are input using a browser-based software application that runs on an Agency computer. The payment hardware operates on a separate, cellular network. This allows CityBase to accept card and check transactions without sending payment information across an Agency's network. Payment details are then sent to the merchant processor. Once processing completes (typically 1-3 seconds), a receipt is issued by the browser based application.

CityBase accepts all major credit and debit cards that are EMV and PCI compliant, and digital in-person payment tech includes Apple Pay, Google Wallet, PayPal, and Samsung Pay. Additionally, the card readers support contactless payments, swipe, and EMV transactions from regular and metal credit cards. In accepting these payments, CityBase meets all standard industry regulations and requirements.

The POS application is supported by the CityBase payment platform. The platform is hosted on Amazon Web Services (AWS) and is accessible to users through a web browser. The POS hardware (card reader, check scanner, and cash drawer) operates through a separate piece of hardware that accepts requests from our cloud-based application through a cellular connection. The architecture of the system makes it easy to scale the solution and implement in multiple locations, while removing all PCI scope from an Agency by accepting transactions through the CityBase network. All card data is transmitted directly from the hardware to CityBase servers without traversing your network. Once a transaction is processed, the POS application on a cashier's computer is updated to show the payment was made successfully and a receipt is issued.

Additionally, the CityBase POS software application will integrate with a variety of hardware options, depending on the preferences of an Agency. There are no requirements for network connectivity other than browser-based client-facing functionality, while back-end integrations require secured access to those systems.

CityBase Payment Kiosks

CityBase can also provide payment kiosks for in-person payments. Our kiosks leverage the same payment platform infrastructure and integrations to offer a self-service, real-time solution for accepting cash, check, and card payments.

CityBase creates technology that unifies the way people find, apply, and pay for public services. Our product roadmap is continually innovating within the sector, allowing for seamless updates with zero service interruptions.

CityBase kiosks are powered by the PCI Level-1 compliant CityBase payment platform. This takes clients out of PCI scope for card payments made on kiosks by using cellular modems for all internet connectivity. All kiosk software is cloud-based and can accommodate payments from different government and utility departments on the same machine. Kiosks accept cash, check, and credit and debit cards.

“It’s a very quick transaction. The receipts print faster, the kiosks accept cash better than they did on our old kiosks. Customers really appreciate the convenience.”

- City Utilities of Springfield

We offer various self-service kiosk models, including indoor and outdoor machines. Outdoor kiosks can be installed as a walk-up or drive-through kiosk.



Our client, Lawrence Utilities, provides their customers the option of paying on an indoor kiosk or an outdoor drive-through kiosk.



A CityBase outdoor kiosk in the Town of Marshfield allows customers to walk up and pay multiple bills 24/7, such as property taxes, parking tickets, liquor licenses, excise taxes, marriage licenses, and more.

Seamless integration and real-time payments

Our kiosks are designed to integrate with your existing source systems. Customer payments post in real time so that the new balance is reflected instantly to customers and your staff. The CityBase payment platform can easily be expanded to other departments or payment channels, such as web and point of sale. Once a departmental source system is integrated to the CityBase payment platform, its data can be available from any payment channel.

Easy to use, with high customer adoption

We are committed to providing a customer-friendly experience, which benefits NCPA Agencies by increasing the number of repeat users. Our user experience is informed by an academic usability study and optimized for people with low literacy skills or vision impairments. In fact, several of our utilities and municipal kiosk clients have reached 100% adoption for in-person payments.

“Once the customer uses that kiosk once, they are coming back and using the kiosk the next time they make their payment.”

- Alabama Power Company

Convenient and useful for customers

- **Easy lookup:** Customers can look up their current balance using any information available in your source system related to their account. This can include using an account number, address, phone

number, or by scanning a QR code from their bill.

- **Multiple payment options:** CityBase kiosks accept cash, check, and credit and debit cards.
- **Flexible receipt options:** Customers have the option to receive their receipt printed or sent through SMS text or email.
- **No-fee cash payments:** CityBase offers free cash payments for customers who pay their bills using cash due to preference or need. This is an incentive to customers that will have them returning more frequently to make their payments, and allows them to pay portions of their bill throughout the month without added fees.
- **Fast transactions:** Transactions are completed in less than 1 minute on average, eliminating lines and reducing foot traffic.
- **Instant posting:** Payments post instantly to a customer's account, even after business hours, helping customers avoid service interruptions or late fees.
- **ADA accessible:** All kiosks are fully ADA compliant and equipped with high-contrast screens and trackballs. We also work with our clients to determine ideal kiosk placement for wheelchair accessibility.
- **Multiple language options:** CityBase kiosks come standard with both English and Spanish options.
- **All bills in one place:** CityBase kiosks can accommodate multiple debt types from across different departments and/or agencies, various state and local governments, and regional utility providers. When you provide this one-stop kiosk option to customers, they can pay everything from their power bill to their parking tickets in a single visit and on the same machine.

Benefits to you and your staff

- **Flexible installation:** CityBase kiosks are available in indoor and outdoor models, with walk-up and drive-through options. The only site requirements are power and a 5'x5' space.
- **Reduced PCI Scope:** CityBase utilizes a secure cellular VPN and does not require a data line. This significantly reduces PCI scope for our clients by keeping the kiosk application outside of your network.
- **Fewer returned checks:** CityBase uses real-time eCheck verification that drastically reduces the number of returned checks.
- **Improved cash handling:** Our kiosks are equipped with casino-grade cash acceptors, which reject counterfeit bills.
- **Reduced lines:** Quick and easy transactions reduce lines at payment centers and ease the burden on staff.

- **Expanded business hours:** Our 24/7 kiosk service expands business hours without adding operating costs.
- **Continuous monitoring by CityBase:** We provide ongoing maintenance and updates to our kiosks with uninterrupted service. CityBase kiosks require little to no maintenance from Agency staff.
- **Powerful staff reporting:** Ability for staff to manage all kiosk transactions in real time through CityBase Revenue Management.
- **One-stop kiosks:** CityBase clients can choose to share kiosk hardware with other public sector entities, like state and local governments and regional utilities. This provides added convenience to your customers, reduces costs, and maintains completely separate payment infrastructure.
- **Reduced person-to-person contact:** CityBase kiosks provide a secure in-person payment option while significantly reducing person-to-person contact for your staff.

Implementation

CityBase will staff and begin the project within two weeks of signing the Statement of Work. CityBase is highly experienced in and singularly focused on creating products for local governments. Our goal is to provide governments and utilities with the innovative technology required to best serve customers and make government more accessible.

CityBase uses an Agile philosophy for its implementations and client engagements. This philosophy is anchored on delivering iteratively, working closely with end users throughout the development process. With that philosophy as the foundation, we have learned that our implementation process is often best served by being tailored for a specific engagement. As an example, we would favor more frequent check-ins and ongoing communication as we approach a major milestone.

CityBase will develop a detailed Statement of Work (SOW) and project schedule in partnership with NCPA Agencies to define deliverables, budget and timeline that meet and exceed NCPA Agency's needs. Methods used to ensure quality control include weekly check-ins, transparent and consistent communication, project milestones, and not to exceed budgetary options.

CityBase's implementation methodology includes:

- Weekly status meetings with appropriate Agency personnel to discuss ongoing development, risks, issues, and priorities.
- In-person Discovery sessions to understand existing business processes and understand technical and business requirements.
- The CityBase Implementation Team works in two-week sprints allowing for tight feedback loops related to schedule. The progress of these sprints is reviewed in the weekly status meetings mentioned above.
- User Acceptance Testing (UAT) using a dedicated test environment to ensure implemented scope meets the expectations of all stakeholders.
- Training accompanied by a live training environment.

Timeline

Hardware Procurement

Hardware procurement, where applicable, can take up to 12 weeks depending on the order placed and the kiosk stock available within CityBase. Our standard timeline assumes that hardware will need to be procured and that the procurement will take 10 weeks. As such, one of the first things we will do is put in an order for any hardware required for your installation.

Discovery Phase

During or before project kickoff, CityBase will provide a set of standard Discovery documents for you and your team to complete. These documents establish the requirements for the kiosk solution and cover application configuration, kiosk decal design, integration requirements, and payment/banking requirements.

In order for this phase to be successful, CityBase recommends having decision makers available and in a position to decide quickly. Success also requires a tight communication loop with third-party vendors throughout the project. In our experience, this phase of the project is the most variable and has the biggest impact on overall project success.

Build / Test

Once a contract is signed, we will schedule our internal Build Phase with developers to begin four weeks out. This is to accommodate the necessary four weeks of Discovery to be completed. If the Discovery period is extended due to client constraints, we will need to reschedule the Build Phase to a later period.

CityBase will coordinate payment processing integration and implementation activities to ensure a successful transition. We will work closely with an Agency's key stakeholders to monitor the integration of technological compatibilities among payment processing hardware, software, system interfaces, and telecommunications infrastructures, to identify potential risks and collaboratively develop strategies to mitigate them before they become problems.

Training and Adoption

Extensive Training for Staff

The CityBase platform is designed to be user-friendly and intuitive; however, thorough training of Agency staff is essential for a quick adoption of the system. Additionally, CityBase will provide user documentation and instructional materials detailing procedures for using full functionality provided in the application. As part of the implementation and user acceptance processes, CityBase will train Agency staff, coordinated by the Customer Success Manager, and give them the tools to empower customers. Visit

<http://go.thecitybase.com/kiosk-training-video> to view our CityBase kiosks training overview.

Adoption

CityBase kiosks provide a safe and cost efficient way for customers to make payments. Ultimately, conveniences like extended hours, waived convenience fees for cash payments, and campus locations will drive customers to self-select kiosk payments.

Project Approach

We understand the scope of this project to be the introduction of a new payment kiosk for NCPA Agencies, as CityBase is committed to collaborating with you every step of the way. We will work through our governance routines to keep Agency key stakeholders informed of the project's progress and inform them of any changes,

before they occur. As the CityBase payment platform is implemented and integrated, we will build a repository of knowledge to enhance our ongoing engagement.

Statements of Work / Change Orders

The project will begin once the Statement of Work (SOW) has been signed. The SOW will govern the terms and deliverables of the project. There may also be high-level schedule information or milestone target dates in the SOW, depending on the project.

Meaningful changes to the scope will trigger the need for a Change Order. A change is considered meaningful if any of the following is true:

- The change impacts many stakeholders and would benefit from written verification of the new path forward
- The change introduces a change to the project schedule
- The change directly contradicts what is established in the SOW
- The change results in a change in pricing for the project

The CityBase Project Manager is responsible for flagging changes that will require a Change Order and communicating that need to the client. If the client confirms they want to proceed with the Change, the CityBase Customer Success Manager is responsible for drafting the Change Order and working with the client to get a signature.

Change Orders may have an additional cost associated with them, depending on the change requested and terms of the agreement. Modifications that don't have a pricing impact will still be tracked via Change Orders in order to assure expectations remain aligned between NCPA Agencies and CityBase.

CityBase recommends that you establish a Change Order approval process that can typically be completed in 2-3 days in order to not lose momentum on the project.

If the project experiences a critical mass of Change Orders, CityBase will create a new version of the Statement of Work in order to memorialize all of the changes in one place. Since we get client sign-off on each individual Change Order, we do not require signature on a revised SOW that incorporates these approved Change Orders.

Document Management

During Project Kickoff, CityBase will work with the client to set up a place to manage documents. CityBase will defer to the client on which tool to use for this, since some clients already have a system established (Sharepoint, Microsoft Teams, etc.). If the client has no preference or has no system established, CityBase will create a Google Drive that is accessible to all parties.



Communication

In our experience, we have found that creating a place for communication via messaging is more efficient than relying only on email. We have found the best success when we are able to set up chat rooms such that the CityBase Project Team can communicate in real time with the Client Project Team using this method. We defer to the client on which tool the client prefers. If the client has no preference or has no existing tool in use, CityBase will create a Slack channel for the project.

Configuration Worksheet Approval

With any project, managing sign-offs across multiple departments can quickly become cumbersome and hard to keep track of. Given that, CityBase recommends using the CityBase Screendoor product to track the status and approval of configuration worksheets. This product will be used during the project at no cost to the client. Any change in requirements that happens after a worksheet has been approved may result in a Change Order.



Schedule

The project schedule is one of the most important living documents for our project. Since there are so many stakeholders involved, it is critical that we create visibility into what will happen and when, so that everyone is on the same page.

What you will see in our project schedules:

- **Tasks per Payment Application.** Work is organized such that all of the tasks related to delivering a payment application are listed together in a single section. This makes it easier for someone at an agency to see all of their work consolidated in one section of the project plan, while still providing an overall picture to the project team
- **Two-Week Sprints.** CityBase work is organized into two-week blocks of time, or “sprints,” which reflects our internal process for working.
- **Deadlines.** Client deliverables will be associated with deadlines. Where possible, our first deadline will not impact our critical path. This allows us to establish a second deadline without impacting the overall project.
- **Scheduling Consequences.** If a second deadline is missed, there may be a consequence to the schedule. Consequences often include overall project delay or de-prioritization of the impacted deliverable. CityBase will make these deadlines and their corresponding consequences clear.

The project schedule is owned by the CityBase Project Manager and is updated bi-weekly. The document will be stored at a mutually accessible location so that the client has access to the most recent version at any time.

What Each Department Should Expect

Following Project Kickoff	CityBase will communicate with each department to let them know where their payment falls within the schedule. This communication will include an overview of who CityBase is and what the overall project scope is, and it will describe the process below along with corresponding deadlines.
60 Days before Application Build	CityBase will send configuration documentation to the department to gather requirements for their payment application. The deadline for these documents will be in 30 days from receipt. CityBase will be available to answer questions/help departments fill out the worksheets.
30 Days before Application Build	Deadline 1. Ideally all documentation has been finalized and approved such that we are ready to build. If not, Deadline 2 will be established for 15 days later.
15 Days before Application Build	Deadline 2. If documents are not ready, the department will be put on hold and will not be added back to the schedule until their deliverables are complete.
Application Build / Quality Assurance (QA)	<p>This is when CityBase staff will be working on the application. We will request that the department(s) have staff available to answer questions via email or, occasionally, we will request a phone call to quickly resolve issues. This includes both integration work as well as configuration work.</p> <p>As part of this phase, CityBase will be integrating with the source system to verify the integration is working as expected. We will also be building workflows for payments on the kiosks. This phase also includes CityBase internal testing.</p>
User Acceptance Testing (UAT)	<p>UAT sessions are scheduled on a particular date. This timing will be finalized during the application build. In addition, a detailed UAT process document will be sent to the UAT attendees so they know what to expect during testing.</p> <p>CityBase expects each UAT session to involve stakeholders who are familiar with what the customer is paying for, able to verify data in the source system, and able to confirm that the reporting meets back-office requirements. As such, we typically see two to five (2–5) participants involved in each UAT session. UAT is typically completed within two sessions with some time for fixes in between the two sessions.</p>
Go Live	Once UAT is complete, we will work with the department to coordinate Go Live. Typically the application is live within one to two (1–2) weeks of successful UAT.

Beyond Go Live

CityBase is committed to improving the customer experience by partnering with institutions like NCPA Agencies. Our intimate knowledge of the public sector informs each of our engagements.

After an Agency's Go Live, we will closely monitor the performance of the software and applications, to ensure our solutions are performing at the highest caliber. The CityBase platform is built to accommodate seamless expansion of new departments and debt types over time to meet the evolving needs of governments, utilities, and public sector institutions.

Your Customer Success Manager will operate as a dedicated resource and client advocate. They will offer continuity before, during, and after Go Live, bridging an expert understanding of your evolving needs and ongoing enhancements to the CityBase platform and products.

The CityBase philosophy for research and development necessitates meaningful relationships with our clients. We will learn from your needs and experiences, and offer insights into new product solutions and industry trends to keep you ahead of the curve on platform innovation.

Warranty

Proposals should address each of the following:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

CityBase provides support and maintenance for all hardware products which cover repair or replacement as needed for the duration of the contract. Factory warranties for all component parts will apply.

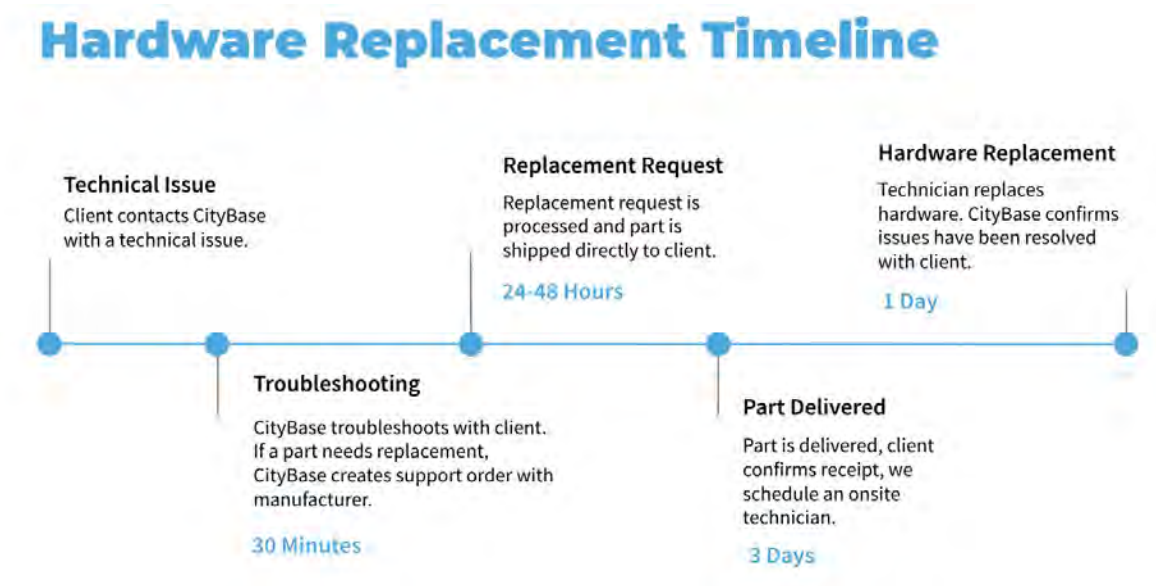
Citybase performs yearly maintenance on all hardware equipment. During a service request our technician will ensure all other devices are fully operational. Upon award of contract CityBase will provide a specific, detailed maintenance plan for all NCPA Agency projects as needed.

CityBase will provide ongoing support, maintenance, and upgrades as part of our core service. We provide ongoing maintenance and updates to our equipment with uninterrupted service. CityBase kiosks and POS hardware require little to no maintenance from Agency staff.

For minor, Tier 1 issues, CityBase provides comprehensive phone support for troubleshooting. For any higher level issues, CityBase will provide onsite maintenance. CityBase Support proactively monitors kiosks and POS systems to ensure quick and efficient support for any payment made in person.

If for some reason there is an issue with the solution upon implementation, CityBase will take all necessary measures to remediate the issue but if no resolution is possible, NCPA Agencies will have 30 days to terminate the agreement for a refund. The typical life expectancy under normal use for hardware is from 3-5 years. Agencies will have two methods available for the replacement and repair of hardware. CityBase offers a store of spare parts that could be kept secured onsite for switching out parts as needed, or we can ship replacement parts to the location. The timeline above would be shortened when using a part from the onsite storage. We advise Agencies to pursue the first method as it will reduce down time. Typically, CityBase can have a technician onsite to repair or replace parts within 48 hours or less.

Below is a timeline for our standard hardware replacement process:



Our model ensures that Agencies will not be burdened with version-based software that becomes frozen at the time of implementation. Rather, NCPA Agencies will benefit from continuous upgrades and improvements to the platform. When a new feature is available, CityBase communicates with our customers before the feature is added to allow for training as requested by an Agency. Live systems are 100% cloud-based and upgraded with zero downtime.

Our product updates are released iteratively, following a weekly release cycle. All product releases undergo thorough User Acceptance Testing.

CityBase monitors all inbound and outbound network requests on our platform. This includes real-time monitoring of all integrations to third party systems and customizations to support client business processes. All activity is charted in real time using our graphical interface tool and automated alerts are configured such that any increase in errors triggers alerting to CityBase and Agency staff. Our robust monitoring allows us to immediately detect, notify, and remediate any issues should they arise.



Tab 8 – Value Added Products and Services

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

CityBase Kiosk Solution

The CityBase kiosk solution is a proverbial “one-stop shop.” We rely on our substantial in-house expertise for all design, development, and implementation, as we fully integrate to our clients source systems, facilitating online payments and Revenue Management for numerous departments. Our growing team of engineers, project managers, and UI and UX designers handles projects end-to-end to best meet and exceed the needs of NCPA Agencies. We pride ourselves in our capacity to offer you a single source for providing staff and customers a best-in-class payment experience.



CityBase will provide full-service kiosks to facilitate ease of payment and overall enhanced user experience for customers and staff. The kiosks provide real-time information about the status of accounts. The CityBase kiosks allow customers to look up multiple accounts using any data available in your source systems. CityBase’s configured kiosk screen flows and functionality are optimized for customers, including any and all account-search methods and functionality (e.g., bill scan, phone number, service-address lookup, QR code, customer name, phone number, billing address, and driver’s license barcode scan). Kiosks make payments happen faster for simple, straightforward transactions so customer service representatives can focus on customers who have issues that require more time and assistance.

“A CityBase kiosk gives customers a quicker and easier way to make their payments. They can just walk up to the kiosk, make their payment, and know that it’s going to process in real time as if they were paying one of the cashiers.”

“It’s a very quick transaction. The receipts print faster, the kiosks accept cash better than they did on our old kiosks. Customers really appreciate the convenience.”

Current CityBase Clients

CityBase kiosk software is easy to use for all customers, which leads to fast transaction times and high adoption rates.

Kiosk Application Features

The CityBase kiosk solution offers the following benefits to our clients:



Real-Time Data Integration

Real-time integration for processing of ACH, cash, and credit-card transactions, and instant updates to your CIS. Once a customer has made a payment, the platform seamlessly communicates the submitted payment and new account balance to participating Agencies so staff can view up-to-date account information.



Kiosk Screen Configuration and Account Lookup

CityBase kiosks allow customers to look up and confirm their account information using any data available in your source systems. Customers can apply payments to the identified accounts/debts/fines after lookup. Configured kiosk screen flows and functionality are optimized for customers, including any and all account-search methods and functionality that can be accommodated by the data available (e.g., QR code, phone number, service-address lookup, driver’s license barcode scan for automated service address lookup).



Real-Time Analytics

Facilitates real-time analytics to your team via staff-facing CityBase Revenue Management for instant access to data such as payments by kiosk location or tender type.



Extensive Training for Your Staff

Allows for staff training on kiosk operations and best practices for driving kiosk adoption, as well as training for armored car service on end-of-day procedures to empty boxes (CityBase can work with most armored car companies to provide funds to your bank via ACH transfer by the next business day).



Continuous Product Enhancements

In an effort to improve and evolve our products and services, customer feedback and experience data is gathered and utilized for continuous development and ongoing enhancements of the initial application. Future

changes in business practices, deployment of new business services (e.g., prepaid service), or new business objectives are a primary focus for our development teams.

Accessible to Everyone



Standard languages include English and Spanish; we can also accommodate additional languages as needed. Our products are built to meet Section 508 compliance, with information structured to be easily navigated and understood through screen readers and Braille displays, as well as via keyboard.



Outdoor

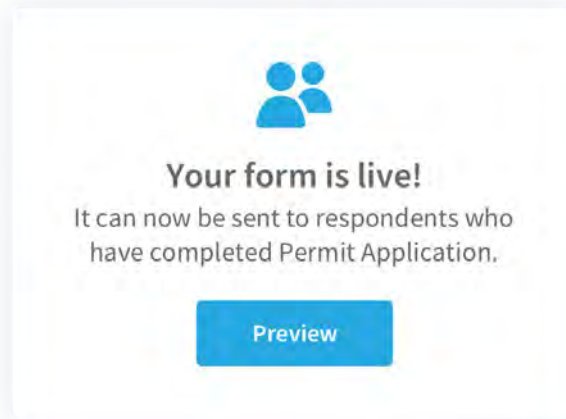


Through-Wall



Indoor

CityBase Screendoor



CityBase Screendoor is a turnkey solution for digital services, business process automation, and applicant management.

Screendoor makes it simple for non-developers to publish new forms in minutes, easily edit existing forms, and save templates to reuse.

On the back-end, a powerful response dashboard enables staff to manage all responses at a glance, triage responses through automation shortcuts, and dig into specific responses to view a log of all activities associated with a specific case. Automation and messaging tools make it easy to collaborate among staff, message respondents, sort and label submissions, and more.

Our clients use Screendoor for projects including:



Calls for Speakers

Label submissions and follow up with in-app messaging.



Community Surveys

Manage thousands of submissions, with easy sorting to find trends.



Fellowships and Grants

Rate respondents and send people to the next round.



Job Applications and Recruiting

Applicants only see the questions that apply to them.



Procurement and Innovation Challenges

Label and evaluate proposals across multiple teams.



Essay Submissions

Launch forms in minutes, with options to upload supporting documents.

No matter your use cases, you'll find Screendoor to be a nimble solution that can adapt to your needs — backed by reliable technology that helps your team streamline their day-to-day processes. The intuitive interface will make digital forms a delight for both your end customers and your staff users.

Research and Development

The CityBase philosophy for research and development necessitates meaningful relationships with our clients. Using an agile approach to building technology, CityBase will work in cycles of researching our client's needs, building prototypes, testing functionality, and deploying small technology launches throughout the engagement.

The first step when building a new product or feature is to determine whether CityBase is solving the right problem. We do this by speaking regularly to customers and collecting feedback through various channels to ensure we have a clear understanding of their needs and pain points. Once we've identified a potential problem to solve, we use a strategic framework to assess the design, technical, and financial risk of developing a solution.

We believe in learning by doing, and take a highly iterative and inclusive approach to developing new products. This means involving subject matter experts in business, design, and development in the conversation from the very beginning, as well as getting a concept of the solution in front of real users as soon as possible. By testing early and often with users from every target audience, we maintain emphasis on the user's problems—as opposed to the details of a specific solution that may not work for everyone—and simultaneously get a deeper and more representative picture of each person's experience of the problem. We believe this is especially important in the government technology space, where a product must serve users of all backgrounds and abilities.

Evolving with the Needs of the Public Sector

CityBase solutions provide best-in-class experiences on all payment channels. Instead of focusing on singular deployment of our products, the real value lies in bringing all solutions together in an enterprise deployment. For example, it is already easy today to research, reconcile, and report transactions across multiple payment channels in CityBase Revenue Management. CityBase sees the opportunity to provide enhanced services to customers when multiple payment channels are available.

We have developed our product roadmap to continually innovate within the public sector, aligning our objectives intimately to those of our clients and their customers. In the near future, the value of the CityBase User Profile extends beyond payments—it is the foundation of a revolutionary level of service and support for customers. Today, the User Profile allows customers to securely store payment methods to streamline the checkout experience and set recurring auto-payments for things like their water bill or property tax. In the future, they can also connect services they care about to receive proactive alerts about things like parking permit renewals based on their account information.

Digital-first cash payments will leverage forthcoming session transfer technology. Your customers can initiate a payment online, then complete it on a kiosk at a later time within an allotted time frame. This functionality is especially important for cash-preferred customers facing a payment deadline. Governments own the entire customer experience for their hard-to-reach cash customers. They gather important information about their customers online, like whether they often choose to make partial payments on a bill, and can offer relevant services like payment plans and relief programs.

We are constantly improving a customer's ability to make a payment and your staff's ability to research and reconcile all payments. There are a number of architectural and user-facing improvements for the Revenue Management product that are planned for 2021 and 2022. We want to give administrators more insights into particular customers and their touch points with NCPA Agencies. Currently, Revenue Management associates a customer's contact information with all payments they have submitted to an Agency. We want to give both administrators and customers additional flexibility by introducing features that allow them to see all messages exchanged with a customer, a customer's payment activity feed, and the customer's file uploads, all in a single place.

As we continue to innovate, we will improve the scalability and performance of our platform.

Staying Current + Competitive

Providing Agile and Modern Security

CityBase is committed to developing technology with security top of mind. Our technology is modern and agile, allowing us to continue to add and improve on existing security measures that our competitors cannot.

Offering Choice in Payment Options

We offer a single platform for all payment types, including cash, check, and card. Customers are accustomed to flexibility and choice in the private market. CityBase can ensure that they are offered the same experience when paying for public services.

Designing for Complex Multi-Department Use Cases

The majority of our engagements involve complex multi-department governmental bodies. This experience allows us to iterate and improve our platform to accept payments throughout a client's many agencies/departments and for a wide variety of use cases.

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

CityBase has established a multitude of professional relationships with MWBE and HUB certified vendors across the U.S. and will be able to meet any NCPA Agency partnership and/or participation targets or requirements.

Training

The CityBase platform is designed to be user-friendly and intuitive; however, ongoing training and support materials are available for a quick adoption of the system. The primary training team will consist of training resources from our customer success and engineering teams who have extensive experience training client staff in different environments, including traditional classroom/lab settings, at installation locations, and in the office. The team will work with NCPA Agencies to create a custom curriculum, prioritizing milestones and whichever features an Agency requests.

CityBase Training + Materials

- ✔ CityBase will offer trainings and phone support to Agency employees during and after implementation
- ✔ CityBase will provide user documentation and instructional materials detailing procedures for using full functionality provided in the application

CityBase will provide technical training and online training to the relevant teams within Agency departments, along with the necessary electronic/online documentation for reference at no cost to NCPA Agencies. At the rollout of new upgrades and functionality, CityBase will train Agency personnel and will consult with an Agency for additional training developed specifically around customized features.

The primary team from CityBase resides in Chicago. On-site visits are currently not recommended due to the ongoing COVID-19 pandemic. We are able to operate 100% remotely and can conduct all status meetings, training, UAT, and implementation digitally.

CityBase has a designated remote training studio to ensure that Agency staff receive thorough and adequate training. Our studio is fully equipped to provide in-depth remote training for all payment channels to Agency staff.



We offer a “train the trainers” session for both admins and end users when the CityBase system is implemented. We provide extensive documentation that speaks to the application, hardware, and maintenance available after a training session. In our experience, admins and end users are comfortable with all of the core functionality after a single session. All CityBase users have access to our user guides, as well as email and phone customer support. We are receptive to additional training at the outset if an Agency desires.

The primary training team will consist of the Solutions Engineer and the Customer Success Manager. The training team has extensive experience training client staff in different environments, including traditional classroom/lab settings, at installation locations, and at the CityBase office. The team will work with an Agency to create a custom curriculum, prioritizing milestones and whichever features an Agency requests.

Some of the topics covered in our training include the following:

Web Payments	Kiosks	Point of Sale (POS)	Revenue Management
Overview of Solution	Overview of Solution	Overview of Solution	Overview of Solution
Supported Checkout	Walkthrough of payment workflow	Walkthrough of payment workflow	User roles/types
Web Payments (all tender types)	Hardware training	Hardware Training	Reports
Walkthrough of payment workflow	Closeout training	Staff training on backend checkout functionality	Revenue Management Filters
Troubleshooting	Troubleshooting	Troubleshooting	"Search Payments" in Revenue Management
	Opening the cash safe		Refund / Void

Please note that all clients receive Revenue Management training, regardless of payment channel.

Below are sample excerpts from training guides for POS and kiosks.

Overview

The CityBase point of sale (POS) is a software/hardware solution that cashiers, and supervisors may use to help constituents to pay for permitting fees and related activities. The system fully integrates with all underlying source systems and payment processing systems to provide real-time lookup and payments.

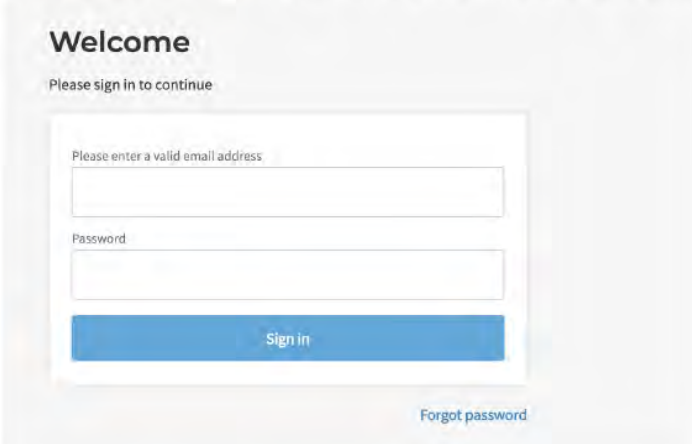
Point Of Sale Basics

There are 7 basic steps to creating and completing an order in the POS system:

1. Choose a fee type.
2. Provide information to perform a lookup for the fee type selected.
3. Choose one or more lookup results and add them to the order.
4. Review the shopping cart.
5. Choose payment type.
6. Execute payment.
7. Choose a receipt option (print or email).

Logging In/Out

From the start screen, enter your username and password into the SIGN IN fields provided.



Welcome

Please sign in to continue

Please enter a valid email address

Password

Sign in

[Forgot password](#)

If you need help resetting your password, click on **FORGOT PASSWORD?**

CityBase will work with NCPA Agencies to develop detailed training plans with clear objectives in line with the needs of Agency staff.

TRAINING OBJECTIVE:

By the end of this training, all Division & Customer Service Leadership will be able to:

1. Locate and define the external peripheral parts of the kiosk:
 - Touch Screen
 - Cash Acceptor and Validator
 - Credit Card Reader
 - Check Reader
 - Barcode/QR Scanner
 - Receipt Printer
 - Trackball and Mouse
2. Understand what screens a customer will see to complete a payment. Walk a customer through the steps to locate their account and make a payment.
3. Understand payment options.
4. Explain how a convenience fee is applied.
5. Understand purpose of notification modals.
6. Know the steps to follow to troubleshoot issues and errors.
7. Understand the cash servicing and kiosk maintenance process that Business Office Managers will conduct.
8. Understand the Customer Service Representative/Greeter training process.

Section Two: Customer Experience

BACKGROUND:

Some customers prefer to be assisted the first time they use the machine. In order to ensure the that each business office is providing customers with the highest level of customer service through an exceptional overall payment experience using this new channel, Business Office Managers and Customer Service Representatives will be given a comprehensive training on each screen in the application as it relates to the customer experience.

OBJECTIVE:

Images of payment screens and an overview of application functionality and customer experience are highlighted below:



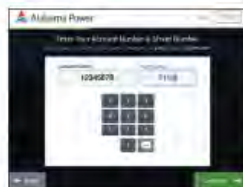
Welcome Screen

- Customers have the option to view application in English or Spanish



Account Lookup Method Screen

- Customer can look up the account they intend to pay by account number or phone number, with a street number.



Select an Account to Pay Screen

- Customer can choose from multiple accounts associated by phone number and street number.

Visual screens help staff understand the step-by-step training instructions for different platform functionalities.



Kiosk Maintenance & Troubleshooting

Content appropriate for Business Office Managers.

BACKGROUND:

When customer kiosk volume is high, the kiosk may require some low level support.

TRAINING OVERVIEW:

By the end of this training, the Business Office Managers will be able to:

- A) Perform basic kiosk maintenance
- B) Perform basic kiosk troubleshooting

A) Maintenance:

Hardware Monitoring

CityBase maintains a standard suite of hardware health monitoring, including hard drive capacity, memory usage, CPU, cash acceptor capacity, state, and network status. You will receive a support notification in the event of a break of a predetermined threshold.

Power Loss

CityBase kiosks contain a short-term uninterrupted power supply (UPS) that activates upon the loss of power. The UPS provides power to the kiosk to complete any critical task, such as the execution of a transaction. Once all critical tasks are completed, the kiosk goes into low power mode until power is restored. While the kiosk and the devices will not be active in the event of a power outage, the kiosk will return to normal functionality when power is restored.

CityBase will provide training and documentation for kiosk troubleshooting and maintenance.



Tab 9 – Required Documents

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	CityBase, Inc.
Address	30 North LaSalle Street, Suite 3400
City/State/Zip	Chicago, IL 60602
Telephone No.	(866) 210-6270
Fax No.	(312) 276-8123
Email address	rfp@thecitybase.com
Printed name	Michael Duffy
Position with company	CEO + Founder
Authorized signature	

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	CityBase, Inc.
Print Name	Michael Duffy, CEO + Founder
Address	30 N. LaSalle Street, Suite 3400
City, State, Zip	Chicago, IL 60602
Authorized signature	
Date	6/22/21

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

6/22/2021

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) 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 CFR Part 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 CFR Part 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.

(E) 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 CFR Part 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §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 CFR Part 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CityBase agrees to uphold and comply with all listed requirements and regulations.



Michael Duffy, CEO + Founder

7/12/2021

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CityBase agrees to uphold and comply with all listed requirements and regulations.



Michael Duffy, CEO + Founder

7/12/2021

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

CityBase has reviewed all the required information.



Michael Duffy, CEO + Founder

7/12/2021