



Collaborative Solutions Response to National Cooperative Purchasing Alliance (NCPA) #41-20 for Business and IT Consulting and Advisory Services

November 19, 2020



November 19, 2020

Region 14 ESC in association with NCPA
1850 Highway 351
Abilene, TX 79601

Dear Region, 14 ESC and NCPA representatives:

Collaborative Solutions, LLC. (Collaborative) is pleased to submit our proposal in response to the Region 14 ESC and National Cooperative Purchasing Alliance (NCPA) Request for Proposal #41-20 for Business and IT Consulting and Advisory Services dated November 19, 2020.

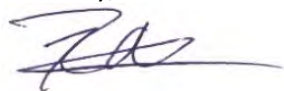
National Cooperative Purchasing Alliance can offer their public agency users our solutions by selecting an organization that has a proven track record of deploying HR and Financial transformation both successfully and comprehensively leveraging Cloud Technology. The professional services offered by Collaborative Solutions leverages our 16 years as a full-service Finance and HR transformation consultancy. The changes we've seen over those years along with the adjustments we've made to be out in front of the industry, appear to be in line with what you are looking for in a deployment partner.

Collaborative Solutions provides strong implementation capabilities for the NCPA users.

Collaborative Solutions will help NCPA users stay in front of this dynamic industry by leveraging our experience, proven templates, cost reduction techniques and Workday's technology, ensuring proper execution of short-term requirements and long-term growth and flexibility. Our success in delivering transformation solutions for our customers is built upon work with 1000+ customers in over 125 countries. As one of Workday's first customers and its longest tenured partner, we have been intimately involved in shaping their innovative solutions and have a unique perspective from both the customer and deployment side. More specifically, we have performed the deployment and optimization of Workday Financials, Human Capital Management and payroll at companies with similar complexities and objectives as NCPA public agencies.

We have reviewed NCPA's requirements in detail and diligently crafted an approach that combines our understanding of NCPA's strategic needs and objectives as detailed in the RFP. We look forward to the opportunity to discuss this proposal and address any questions you may have. We are confident that our skills, abilities, and experience position us to meet and exceed your expectations. If you would like further information, please do not hesitate to contact me at (703) 729-5577 or via email at bmaller@collaborativesolutions.com or your primary contact, Broc Zautner, National Director, Government Sales at (262) 573-5930 or via email at bzautner@collaborativesolutions.com.

Sincerely,



Bob Maller
President & Chief Culture Officer

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Executive Summary

National Cooperative Purchasing Alliance can accelerate their member's business transformation goals by selecting a partner that has a proven track record of deploying Workday with 100% deployment success and a 98% customer satisfaction rate.

Collaborative Solutions, LLC. (Collaborative) would like to thank National Cooperative Purchasing Alliance (NCPA) for the opportunity to bid and respond to your Request for Proposal (RFP) for #41-20 for Business and IT Consulting and Advisory Services. There are many companies that can take NCPA users live on Workday, but we believe that only Collaborative can help those entities meet their strategic goals for the project and the long term. To accomplish this, we have a unique combination of culture, execution, focus, and service offerings to strive for that success with every customer. As the largest, global Workday only consulting firm, our success has been driven by our ability to produce strong partnerships and highly referenceable customers.

The enterprise cloud consulting services that we offer NCPA users leverages our 16 years as a full-service Finance and HR transformation consultancy and addresses your specific goals and objectives to prepare for a successful and comprehensive Workday deployment. As the longest-tenured Workday Services Partner, Collaborative is best positioned to offer NCPA users the leadership and Workday expertise needed to support their multi-faceted implementations. As your partner, we have the expertise, depth, and proficiency to drive a true finance and HR transformation for your user agencies.

NCPA members in the public sector typically have the following key objectives for their Workday deployments:

- Deploy an integrated ERP solution to support agencies on time and on budget
- Increase efficiency, accuracy, and flexibility of HR/Finance/Payroll systems and processes to support the public sector's dynamic structure and future growth
- Incorporate process transformation activities to improve system and process adoption during implementation and in production
- Provide more accurate and real-time information / reporting to employee and managers
- Provide a user experience that is engaging and exceeds employee and manager expectations
- Effective integration co-development and simplified data conversion strategy

The success of our Workday practice has enabled us to continue investing in the growth and continuous improvement of our business. As a result, we offer unmatched services in the marketplace across Financials, HCM and Payroll deployments. Collaborative has worked with a variety of organizations similar in size, geographic distribution, and business sector as NCPA user agencies. Working with the right partner who understands the nuances of global finance and HR business requirements and can also align technology to meet those needs can be the difference between an effort that truly maximizes value versus simply moving your organization to a single system.

GREAT PARTNERSHIP

Collaborative Solutions offers a great partnership. Their support to help with our goals and to support changes needed for Workday has been great.

*MarieClaire Louis,
Accounting/Budget
Analyst, The John D. and
Catherine T. MacArthur
Foundation*

Government Experience

Collaborative has extensive experience deploying and providing consulting services for State/Local Government/healthcare agencies with respect to Workday HCM, Payroll, and Financials. Our practice began in 2003 with providing online business consulting expertise to the Federal Government for Oracle PeopleSoft Applications. As government “natives,” we have a deep understanding of Federal, State, and local government institutions’ unique challenges and complex business requirements. Our expert consultants are skilled at helping public sector and healthcare organizations navigate the transition from outdated legacy software to the modern, cloud-based Workday environment and have a strong track record of helping these institutions achieve internal adoption and long-term success and ROI.

We have successfully deployed Workday HCM, Payroll and Financials solutions to various government entities throughout the country such as Buncombe County (NC), Harford County (MD), and Maryland Environmental Services. Current full platform implementations include the City of Gainesville (FL) and the City of Port Orange (FL). Provided below is a sample of our Government customers.



Government Customers

COLLABORATIVE & YOU: BETTER TOGETHER

We would like to share several benefits our customers commonly experience by partnering with Collaborative to deploy Workday:

- Consistently ranked by Workday in Top 3 for deployment success
- 100% deployment success
- Industry-recognized proprietary tools & methodologies
- Longest-tenured partner and close relationship with Workday
- Largest global consultancy exclusively focused on Workday

Collaborative is pleased to present our approach and qualifications to support NCPA users on their strategic initiatives. Our offering seeks to address the objectives and support NCPA users in their quest for a successful Workday Finance/HCM/Payroll deployment.

Collaborative
Leverages a
Holistic, Proven
Approach for
Cloud-Based
Transformation

- Guided by the Cynergy™ Methodology
- Complementary Service Lines Focused on Successful Outcomes
- A Partnering Mindset that ensures Collaboration vs. Separation in Work

Collaborative is the right partner for your users. We understand that NCPA seeks a true collaborator for user deployments—a trusted advisor who brings real-world global experience and best practices to the projects and aligns with your user's organizational values of teamwork and excellence. Collaborative is best positioned to offer you the leadership and Workday expertise needed to support the deployment of Workday Financials, HCM and/or Payroll. As the implementation partner, we will be proactive in guiding all projects from start to finish, reporting the facts on project progress, resolving issues, mitigating risks, and working collaboratively with NCPA users to ensure their deployments are a complete success for their organization and its stakeholders.



Tab 1-Master Agreement/Signature Form

EXHIBIT A TO TAB 1 – MASTER AGREEMENT

GENERAL TERMS AND CONDITIONS

In addition to the Master Agreement General Terms and Conditions set forth in Tab 1 to RFP # 04-20, Collaborative Solutions, LLC (“CSLLC”) shall incorporate the following terms into any resulting supplemental agreement pursuant to this solicitation:

Payments:

CSLLC’s standard payment provision is set forth below and shall become a part of any resulting supplemental agreement:

Invoices; Payments. CSLLC will invoice Client for all fees, charges and reimbursable items payable to CSLLC on a monthly basis or otherwise in accordance with the schedule set forth in the relevant Statement of Work as such payments are due. Client will pay the invoiced amount in full within thirty (30) days of the date of each invoice, without deduction, setoff, defense or counterclaim for any reason; provided that the Client may withhold amounts disputed in good faith pending resolution of such dispute. Client will pay interest, at a rate equal to the lesser of 1.5% per month (or part thereof) or the maximum legal rate permitted, on the amount shown on any invoice that is paid later than thirty (30) days after the date of the invoice, other than such amounts that are disputed in such good faith during the pendency of the relevant dispute. All amounts hereunder will be invoiced and paid in United States Dollars unless otherwise set forth in an applicable SOW.

Taxes. Client agrees to pay any applicable sales, use, value added, goods and services, services, excise, privilege, or other taxes or assessments relating to the Services or Deliverables provided by CSLLC to Client pursuant to the Agreement hereto, exclusive of taxes based on CSLLC’s net income or net worth. CSLLC will invoice Client for any taxes payable by Client that are required to be collected by CSLLC.

Warranty:

CSLLC’s standard warranty provision is set forth below and shall become a part of any resulting supplemental agreement:

Limited Warranty. CSLLC warrants the following:

- the applicable Services rendered hereunder will be performed by qualified personnel;
- the Professional Services performed will substantially conform to any applicable requirements set forth in the Statement of Work for a period of thirty (30) days (the “Warranty Period”) following performance of such Professional Services; and
- during the Warranty Period, the Deliverable(s) will materially conform to the corresponding product specifications set forth in the applicable Statement of Work for such Deliverable.

Remedies. CSLLC does not warrant that any Deliverable will operate uninterrupted or error-free, provided that CSLLC shall remain obligated pursuant to this Section. In the event that any Deliverable or Service fails to conform to the foregoing warranty in any material respect, the sole and exclusive remedy

of Client will be for CSLLC, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. The foregoing warranty is expressly conditioned upon (i) Client providing CSLLC with prompt written notice of any claim thereunder prior to the expiration of the applicable Warranty Period, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with CSLLC in all reasonable respects relating thereto, including, in the case of modified software, assisting CSLLC to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than CSLLC.

Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, CSLLC DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

Responsibility of Client. In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is determined not to be Cognizant's responsibility hereunder (including any problem with Client's third party vendors, Client's computer hardware or software that was not caused by any Services performed by Cognizant), Client will be responsible to pay Cognizant for all costs incurred for all evaluation, correction or other services performed by Cognizant relating to such claim on a time and materials basis at Cognizant's then standard billing rates.

Indemnity:

CSLLC's standard indemnity provision is set forth below and shall become a part of any resulting supplemental agreement. This indemnity language expressly supersedes any indemnity language set forth in Tab 1 – Master Agreement General Terms and Conditions:

Intellectual Property Rights Indemnity. CSLLC and Client (in such case, the "indemnifying party") each agree to indemnify and hold harmless the other (in such case, the "indemnified party") from and against any costs and damages awarded against the indemnified party by a court pursuant to a final judgment as a result of, and defend the indemnified party against, claims of infringement of a U.S. patent or registered copyright or misappropriation of any trade secret related to a Deliverable (in the case of indemnification by CSLLC) or any claim relating to CSLLC's possession, use or modification of any software, documentation, data or other property provided by Client (in the case of indemnification by Client).

Intellectual Property Rights Exclusions. CSLLC shall have no obligation under this Section or other liability for any infringement or misappropriation claim resulting or alleged to result from: (i) modifications made other than by CSLLC, (ii) use of the Deliverables in combination with any equipment, software or material not approved or provided by CSLLC, (iii) Client's use or incorporation of materials not provided by CSLLC, (iv) the instructions, designs or specifications provided by Client; (v) any software or other materials furnished by any third party; or (vi) Client's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

Infringement Remedies. In the event of an infringement or misappropriation claim as described in Section above arises, or if CSLLC reasonably believes that a claim is likely to be made, CSLLC, at its option and in lieu of indemnification, may: (i) modify the applicable Deliverables so that they become non-infringing but functionally equivalent; or (ii) replace the applicable Deliverables with material that is

non-infringing but functionally equivalent; or (iii) obtain for Client the right to use such Deliverables upon commercially reasonable terms; or (iv) remove the infringing or violative Deliverables and refund to Client the fees received for such Deliverables that are the subject of such a claim based on a five (5) year straight line depreciation. This Section 8 sets forth the exclusive remedy and entire liability and obligation of each Party with respect to intellectual property infringement or misappropriation claims, including patent or copyright infringement claims and trade secret misappropriation.

Personal Injury and Property Damage Indemnity. CSLLC and Client each agree to indemnify, defend and hold harmless the other from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of third party claims for bodily injury or damage to real or tangible personal property, not including software, data, and documentation, to the extent caused directly and proximately by the gross negligence or willful misconduct of the indemnifying party, its employees or agents.

Indemnification Procedures. The obligations to indemnify, defend and hold harmless set forth above in this Section 8 will not apply to the extent the indemnified party was responsible for giving rise to the matter upon which the claim for indemnification is based and will not apply unless the indemnified party (i) promptly notifies the indemnifying party of any matters in respect of which the indemnity may apply and of which the indemnified party has knowledge; (ii) gives the indemnifying party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that the indemnifying party shall not settle any such claim or action without the prior written consent of the indemnified party; and (iii) cooperates with the indemnifying party, at the indemnifying party's cost and expense in the defense or settlement thereof. The indemnified party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

Additional Terms:

The following Additional Terms shall be added to any resulting supplemental agreement:

Exclusion of Damages. In no event shall either Party be liable to the other Party or any other person or entity for any lost profits, special, exemplary, indirect, incidental, consequential or punitive damages or liabilities, or for any costs (including transition costs) associated with procuring substitute or replacement services, of any kind or nature whatsoever (collectively, "Indirect Damages"), whether in an action based on contract, warranty, strict liability, tort or otherwise, even if such Party has been informed in advance of the possibility of such Indirect Damages or such Indirect Damages could have been reasonably foreseen by such Party.

Total Liability. In no event shall CSLLC's liability to Client or any other person or entity arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total fees paid by Client to CSLLC for the particular Service or Deliverable with respect to which such liability relates (or in the case of any liability not related to a particular portion of the Services, the total fees paid by Client to CSLLC under the applicable Statement of Work) in the twelve (12) month period preceding the last act or omission giving rise to any such liability, whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise. The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

Non-Solicitation Obligations. During the term hereof and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, (i) any employee of the other Party (including employees of CSLLC's Affiliates); or (ii) any former employee of the other Party (including former employees of CSLLC's Affiliates) who performed any work in connection with or related to the Services.

Subcontractors and Third-Party Providers. In addition to the right to engage Affiliates to provide Services as specified hereunder, CSLLC may engage non-Affiliate third parties which will be responsible for providing a portion of the Services that CSLLC provides to Client (such as field services and end user support) where such services are not dependent on a product being provided by such third party ("Subcontractors"), provided that such Subcontractors have executed appropriate confidentiality agreements with CSLLC. CSLLC may also (i) engage vendors providing equipment or software (and services in support of such equipment or software) to support the provision of Services and/or (ii) subcontract for third party services or products that are not principally dedicated to performance of Services for the Client, which are not material to a function constituting a part of the Services, do not result in a material change in the way CSLLC conducts its business, or are composed of small scale temporary labor (collectively, "Third Party Providers"). For the avoidance of doubt, Third Party Providers shall not be deemed "Subcontractors" as such term is defined under this Section 11.3. CSLLC may engage such Third-Party Providers pursuant to such Third-Party Providers' standard terms and conditions. Client shall agree in writing to be bound by the Third Party Providers' standard terms and conditions to the extent necessary, if at all, for Client to (iii) be able to use of the relevant Third Party Provider's product or services in connection with its receipt of the Services and/or (iv) make use of any of the Services supported by such Third Party Provider's product/services. No engagement of Subcontractors or Third-Party Providers hereunder will relieve CSLLC from any of its obligations under this Agreement.

Nondiscrimination. To the extent applicable to Services under this Agreement, CSLLC shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Governing Law. This Agreement will be governed by the laws of the State of New York, without reference to the principles of conflicts of law. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. In addition, the provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Dispute Resolution.

- **Informal Negotiations.** In the event of any dispute, controversy, or claim of any kind arising out of or relating in any way to this Agreement or the breach thereof (each a "Dispute"), prior to filing a notice of arbitration, the Party claiming a Dispute shall send a written notice to the other Party describing the basis for the Dispute and the requested remedy, and inviting the other Party to have its executive confer with a named executive of the claiming party to attempt to

negotiate a resolution. The claiming Party may file the notice of arbitration in accordance with the Rules (defined below) after the executive conference is completed, if the invitation to confer is declined, or if, within ten (10) business days after the Dispute notice is delivered, there is no response to the invitation or the Parties are unable to schedule the conference.

- **Arbitration.** Subject only to the provision below, any Dispute that is not settled through the negotiation process required under this Section, shall be settled by final and binding arbitration administered by the International Centre for Dispute Resolution under the International Dispute Resolution Procedures – International Arbitration Rules (available at WWW.ICDR.ORG) (the “Rules”). The Parties waive any right to mediate a Dispute and any mediation provisions contained in the Rules shall not apply.
- **Arbitration Process.** In-person hearings or meetings with the arbitrator(s) shall be held in New York, New York and the seat of the arbitration shall be New York, New York. The sole arbitrator, or the presiding arbitrator in the case of a three-arbitrator panel, shall either be a retired judge or a lawyer with at least ten (10) years of experience in information technology matters. Each award shall include written findings of fact and conclusions of law and shall be final and binding, except that if the arbitration is conducted by a single arbitrator and US\$10,000,000 or more in damages are awarded against a Party (exclusive of interest, attorneys’ fees, and arbitration fees and costs), that Party may appeal the award to a panel of three arbitrators pursuant to the Optional Appellate Arbitration Rules of the American Arbitration Association. The existence of a Dispute or the content or result of any award shall constitute the Confidential Information of both parties and the parties shall require that the arbitrator of any Dispute be bound to maintain the confidentiality of such Confidential Information. All informal and formal negotiations between the Parties regarding a Dispute shall be treated as compromise and settlement negotiations under applicable rules of evidence and no written or oral statements of position or offers of settlement made during the informal or formal Dispute resolution procedures shall be offered into evidence for any purpose, or constitute an admission or waiver of rights by either Party.
- **Access to Courts.** Either Party may at any time apply to a court with appropriate jurisdiction only to (a) seek interim or provisional relief necessary to protect its rights or property pending the resolution of a Dispute in accordance with these procedures, including injunctive relief and specific performance, or (b) enter or enforce any final and binding arbitration award.

Binding Effect and Assignment. Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, except either Party may, upon prior written notice to the other Party (but without any obligation to obtain the consent of such other Party), assign this Agreement or any of its rights hereunder to any Affiliate of such Party, or to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if such entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

Confidentiality Obligations. For a period of three (3) years from the date of disclosure of the applicable Confidential Information (as hereinafter defined), Client and CSLLC shall each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care,

and (ii) not use the Confidential Information of the other Party for any purpose whatsoever except as expressly contemplated under this Agreement or any Statement of Work. Except with the express written consent of the other Party, each Party shall disclose the Confidential Information of the other Party only to those of its and its affiliates' employees officers, directors, subcontractors, agents or representatives having a legitimate need to know the information for the purposes of this Agreement ("Representatives") and shall take all reasonable precautions to ensure that such Representatives comply with the provisions of this Section 6.1.

Definition. The term "Confidential Information" shall mean any and all information or proprietary materials other than Personal Information (as defined in Exhibit A attached hereto) (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either Party (the "disclosing party") to the other (the "receiving party") in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements.

Exceptions. The obligations of either Party under this Section will not apply to information (other than Personal Information) that (i) was in the receiving party's possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by the receiving party, or (iv) is independently developed by the receiving party without regard to the Confidential Information of the disclosing party. In addition, the receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; *provided* that the receiving party (a) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

Note that Personal Information shall be addressed in a Data Privacy Agreement by and between the Parties.

Ownership of Work Product. CSLLC agrees that, upon Client's payment in full, the software or other intellectual property developed by CSLLC or its Affiliates as a 'work-for-hire' specifically for Client, as set forth in a Statement of Work ("Work Product") shall be the property of, and ownership shall vest in, Client. Client's ownership of Work Product does not include CSLLC Proprietary Intellectual Property (as defined below) or any Third-Party Items, or any derivative of the foregoing, that is incorporated into the Work Product. CSLLC agrees to take, at Client's cost and expense, all actions requested by Client which are reasonably necessary to assure the conveyance to Client of all right, title and interest in and to the Work Product, including copyright.

Residual Rights. Notwithstanding anything to the contrary herein, CSLLC, CSLLC Affiliates, and their respective employees and agents shall be free to use and employ any Residual Information. "Residual Information" means the general knowledge, ideas, know-how, experience, and techniques that would be retained in the unaided memory of an ordinary person skilled in the art, not intent on appropriating the proprietary information of the disclosing party. Nothing in this paragraph, however, shall be deemed to grant a license under Client's registered intellectual property rights.

CSLLC Proprietary Intellectual Property. Client acknowledges that as part of delivering the Services, CSLLC personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship, creative works, ideas, know-how, data or other materials which have been or are originated, developed, licensed, purchased, or acquired by CSLLC or its Affiliates or subcontractors (collectively, “CSLLC Proprietary Intellectual Property”). Client agrees that CSLLC Proprietary Intellectual Property and Residual Information, any derivatives of CSLLC Proprietary Intellectual Property or Residual Information, is the sole property of CSLLC (or its licensors) and that CSLLC (or its licensors) will retain sole and exclusive title to and ownership thereof. If any CSLLC Proprietary Intellectual Property owned by CSLLC is embedded in Work Product, CSLLC grants to Client a worldwide, royalty free, non-exclusive, transferable, perpetual license to use, execute and perform such CSLLC Proprietary Intellectual Property as a functional element of the applicable Work Product, subject to any additional terms or limitations set forth in the applicable Statement of Work, and provided that no portion of the CSLLC Proprietary Intellectual Property is separated or unbundled from the applicable Work Product or used as a stand-alone product or development tool. Except as expressly provided in the foregoing sentence, nothing contained in this Agreement or otherwise shall be construed to grant to Client any right, title, license or other interest in, to or under any CSLLC Proprietary Intellectual Property (whether by estoppel, implication or otherwise). Any license to CSLLC Proprietary Intellectual Property that is not embedded in Work Product or that is commercially available will be pursuant to a separate license agreement between Client and CSLLC (or its licensor).


Third Party Items. CSLLC shall obtain Client’s prior written consent before embedding in Work Product or installing in Client’s environment any proprietary third-party tools or applications. If any third party tools, applications, utilities and cloud infrastructure are distributed, resold, or provided to Client in connection with this Agreement (collectively, “Third Party Items”), such Third Party Items shall be provided AS-IS and made available to Client under a separate agreement between Client and the licensor of the Third Party Item or may be made available to Client by CSLLC under a separate agreement or pass-through terms set forth in an SOW, which shall apply to the relevant Third Party Item(s) in lieu of any of the terms of this Agreement.

Installation of Tools. CSLLC may use certain CSLLC owned or licensed Tools (the “Tools”), including those set forth in the applicable SOW in connection with its performance of the Services. The Tools are CSLLC’s confidential information. As between CSLLC and Client, CSLLC is the sole owner of the Tools, together with all modifications, enhancements, and changes to the Tools. Client consents to CSLLC’s installation of the Tools onto Client’s systems. Only CSLLC may install, configure, control, or grant access to the Tools. Client agrees that CSLLC may uninstall and remove the Tools at any time, and that the consent set forth in this paragraph is not a software license or subscription agreement. CSLLC will use the Tools as installed on Client’s systems solely to perform the Services for Client.

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	Collaborative Solutions, LLC
Address	11190 Sunrise Valley Dr., Suite 110
City/State/Zip	Reston, VA 20191
Telephone No.	(888) 545 - 5387
Fax No.	(703) 390 - 9289
Email address	inquiries@collaborativesolutions.com
Printed name	Bob Maller
Position with company	President & Chief Culture Officer
Authorized signature	

Tab 2-NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Collaborative Solutions LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 11-57, 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 Business and IT Consulting and Advisory Services;

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 (15th) 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%

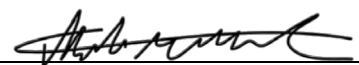
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

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: December 8, 2020

Vendor: Collaborative Solutions, LLC

Name: Robert Maller
Title: President
Address: 11190 Sunrise Valley Drive, Suite 110
Reston, Virginia, U.S.A. 20191
Signature: 
Bob Maller (Dec 15, 2020 17:33 EST)
Date: December 15, 2020

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)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

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 Reston, State of Virginia

◆ **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 3rd 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:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: service provider

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Accounts Payable

Title: _____

Company: Collaborative Solutions, LLC

Address: 11190 Sunrise Valley Drive, Suite 110

City: Reston State: VA Zip: 20191

Phone: 888.545.5387 Email: accounts-payable@collaborativesolutions.com

- Purchase Orders

Contact Person: Broc Zautner
 Title: Regional Sales Manager - Government
 Company: Collaborative Solutions, LLC
 Address: (same as above)
 City: _____ State: _____ Zip: _____
 Phone: +1(262) 573-5930 Email: bzautner@collaborativesolutions.com

- Sales and Marketing

Contact Person: Broc Zautner
 Title: Regional Sales Manager - Government
 Company: Collaborative Solutions, LLC
 Address: (same as above)
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- ◆ 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

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
N/A			

Tab 4-Vendor Profile

Please provide the following information about your company:

Company's official registered name.

Collaborative Response:

Collaborative Solutions, LLC.

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

Collaborative Response:

Founded in 2003 as a Financial and HR transformation company with a focus on Higher Education, Public Sector, and Federal customers, Collaborative Solutions has consistently delivered value to our customers looking to adopt the latest technologies. We began supporting large-scale implementations of PeopleSoft ERP solutions, and by late 2006, we began forming alliances with leading SaaS providers such as Salesforce.com and Taleo. By mid-2007, we added Workday deployment services as our foundation offering, making the transition from being exclusively focused on legacy and packaged software solutions to helping shape the growing SaaS space.

In 2018, Collaborative Solutions acquired Theory of Mind Pty Ltd, the leading Workday boutique consultancy in the Asia-Pacific region. With our combined expertise and track record of success, Collaborative Solutions and Theory of Mind together creates the largest and strongest Workday-focused consultancy, providing an unrivaled capability for servicing our customers around the globe. We now have offices in Sydney, Melbourne and Perth, Australia; Auckland, New Zealand; and Manila, Philippines to compliment and provide resource/support options for our growing global practice.

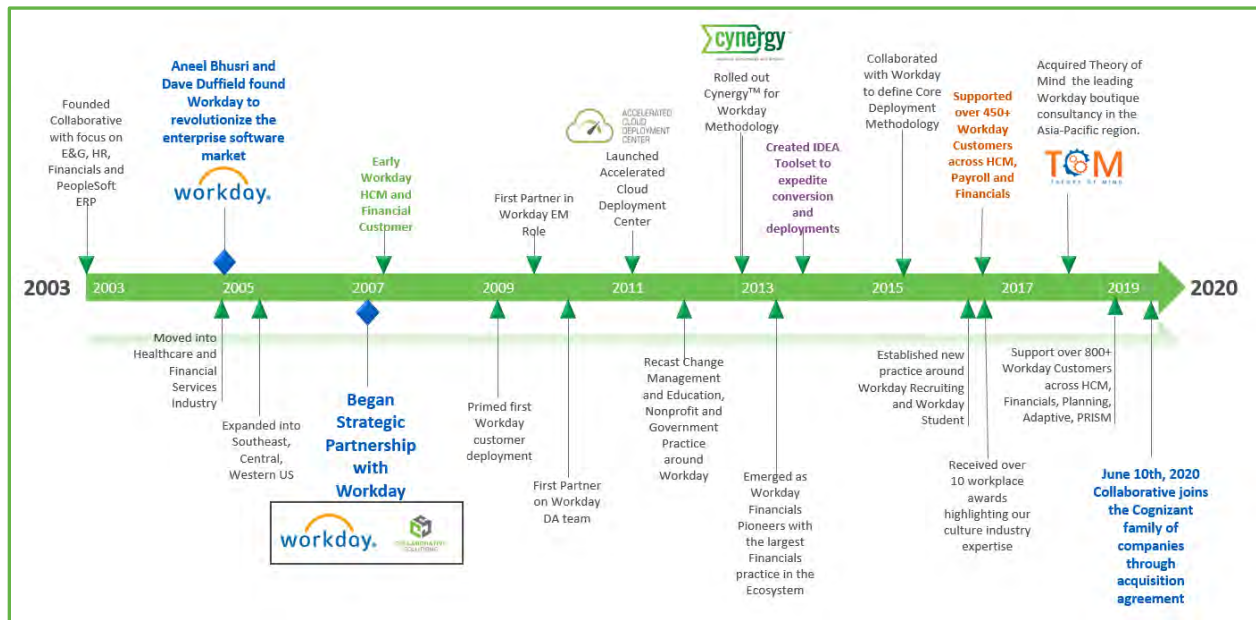
In 2020, Collaborative Solutions became part of the Cognizant family of companies through an acquisition agreement. Cognizant is one of the world's leading professional services companies, transforming customers' business, operating, and technology models for the digital era. As a Cognizant company, we will continue to pursue our mission as a leading global digital transformation consultancy and continue to drive our growth strategy into the future, but we will be able to do it faster with Cognizant's resources and expertise.

As the longest tenured Workday Services Partner, establishing our partnership in 2007, we have managed a sustained growth resulting from our timely execution, thought leadership, operational excellence, and our strong focus on culture. Our brand accomplishments enable us to attract and retain the best and brightest thought leaders in the industry, while the success of our Workday practice empowers us to continue investing in the growth and continuous improvement of our business. As a result, we offer unmatched services to support our customers ERP transformation.

Collaborative has 1,000+ global employees averaging more Workday experience than the ecosystem average and we boast a 100% successful deployment rate across our customer base with a 98% customer satisfaction rate. We take special pride in ensuring that the project is delivered right the first

time. Many customers turn to Collaborative to extend the value of the Workday platform further due to our capabilities.

The following figure illustrates our significant growth and company history:



Company History

Company’s Dun & Bradstreet (D&B) number.

Collaborative Response:

The Dun and Bradstreet number for Collaborative Solutions is 13-305-8391.

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

Collaborative Response:

Organizational Structure

Our organization is structured to enable alignment of our services with our customer needs. Our practice focus is on Finance and HR Transformation that provides end to end services from up front Strategy through deployment to long term Customer Support and Continuous ROI achievement. Since our start in the Workday partner ecosystem 13 years ago, we have closely paralleled Workday’s own strategy of organizational alignment to optimize the logical touchpoints between companies and best serve our collective customers.

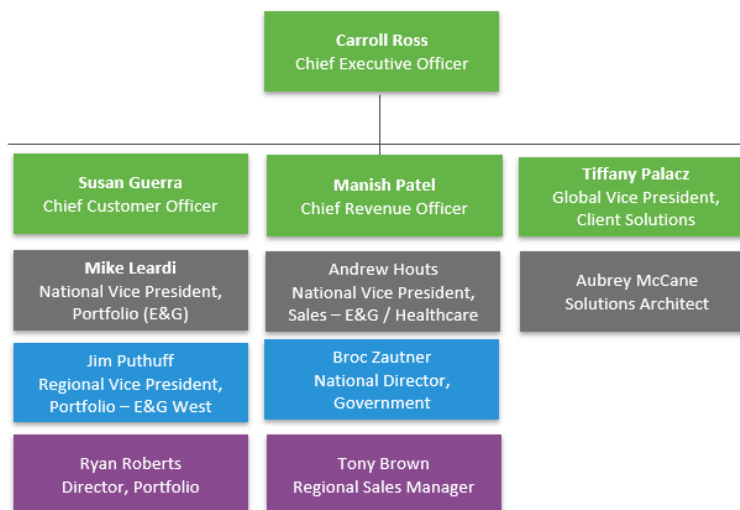
Our Consulting practice constitutes 100% of our Workday Finance and HR implementation consulting services, including our in-house Organizational Change & Training team. Our Consulting practice currently consists of 850+ Workday professionals holding 2,350+ different Workday certifications. Our Portfolio Delivery practice consists of Portfolio Directors responsible for overall health of customer deployments in each region and Engagement Managers who focus on day to day project execution. Our

Engagement Managers are 100% Workday certified in a functional area as well as the Workday Project Management methodology.

Our complementary units focus on the Strategy & Transformation enabled by Workday deployments and related Organizational Change and Training. This includes HR and Finance Transformation through Executive alignment, Service Delivery transformation, and Readiness activities specific to the Workday implementation. These units also guide customers through other challenges critical to the success of the overall transformation project and ongoing success once live in Production.

Oversight in each of these units is performed by a single Vice President who in turn reports directly to the Chief Operating Officer and Chief Executive Officer. The respective business units have a somewhat different alignment under each Vice President due to the inherent differences in those unique business units.

From a Workday product and process deployment perspective, our skilled resources are organized according to Workday product focus area (i.e., Core HCM, Talent, Financials, Integrations, etc.). Each resource in a focus area reports into a team with a Workday-experienced manager who is responsible for their mentoring, career development and skill enhancement. Team managers are guided and developed by Senior Managers and Directors. These Workday-experienced resources not only provide the mentoring and guidance to the team managers and their reports, but also define the objectives for and manage our different practice areas (i.e., Payroll, HCM, Financials, and Technical Services). Our Directors work in conjunction with the unit VPs and senior leadership to ensure that appropriate skills are being developed, best practices are shared across all regions and expertise is available for all our projects to ensure our 100% project success rate.



Resourcing Approach

All Workday skilled consultant development and project assignments are managed across our organization through our Resource Management group. Resource assignments are chosen to align each project with the best and most relevant skilled resources available that align to our customers’ culture, values, and business needs. We believe our centralized approach to resourcing ensures consistency in our approach and eliminates the communications bottlenecks and regional P&L priorities that occur in larger or “mega” consulting organizations. Regular communications between our Resource Management, Sales, and Delivery groups ensure that resourcing needs are identified early and planned

for during the sales process. Key team members are typically identified for oral presentations prior to deal closure so the start of our projects is focused on results vs. working out resourcing and team dynamics. Our resourcing approach can be depicted as follows across our delivery segments.

Corporate office location.

Collaborative Response:

The address for our headquarters is:

11190 Sunrise Valley Dr.
Suite 110
Reston, VA 20191

- List the number of sales and services offices for states being bid in solicitation.

Collaborative Response:

We are based in the Washington, D.C., metro area with offices in Pleasanton, CA; Chicago, IL; Atlanta, GA; Tampa, Florida; San Diego, CA; New York City, NY; Denver, Co; Toronto, Canada; Dublin, Ireland; London, England; Sydney, Australia; Melbourne, Australia; Auckland, New Zealand and Manila, Philippines.

Our Integration Center of Excellence is operated from our Tampa office and approximately 30% of our U.S. based consultants work remotely outside of the metro areas listed above allowing for extensive geographic coverage. We strive to ensure an even distribution of service area skillsets across these geographies. Through this model we achieve a high degree of focus on project execution, communication and decision making while also ensuring that we have the right people on the ground when onsite customer representation is required.

- List the names of key contacts at each with title, address, phone and e-mail address.

Collaborative Response:

Broc Zautner
National Director, Government & Transportation Sales
262-573-5930
bzautner@collaborativesolutions.com

Maggie Acosta
Regional Sales Manager, Government
310-722-9855
macosta@collaborativesolutions.com

Tony Brown
Regional Sales Manager, Government
301-526-6112
tbrown@collaborativesolutions.com

Darryl Warren
Regional Sales Manager, Government
704-724-5236
dwarren@collaborativesolutions.com

Andrew Houts
National VP, Sales, Education/Government/Healthcare
913-486-5512
ahouts@collaborativesolutions.com

Define your standard terms of payment.

Collaborative Response:

Unless otherwise specified in a specific Statement of Work (SOW), all invoices shall be paid within thirty (30) days from date of invoice, per a Master Services Agreement.

Who is your competition in the marketplace?

Collaborative Response:

Our top 3 competitors have typically been Accenture, Deloitte and Price Waterhouse Coopers.

There are several companies that can provide Workday services, but we believe that only Collaborative Solutions can help your members meet their strategic goals for a Workday transformation project. To accomplish this, we have a unique combination of culture, execution, focus, and service offerings to strive for that success with every customer. As the longest tenured Workday partner, Collaborative's success over 16 years has been driven by our ability to produce strong partnerships and highly referenceable customers. To create a successful partnership, it is critical that we truly understand our customers and identify how we align with them.

Collaborative is uniquely positioned to partner with NCPA users as highlighted below:

- End-to-End Finance & HCM transformation
- In-house change management capabilities
- Comprehensive post Go-Live support services
- Deep experience with broad customer mix
- Global expertise and locations

- **Depth of Workday Experience** – With 850+ Workday consultants, Collaborative is in the top 2-3 in terms of largest Workday practice among all partners in the ecosystem. In addition, Collaborative’s consultants have on average 2.5 years of Workday experience, which is more than the average for our competitors. Even our Organizational Change & Training organization is staffed with Workday certified consultants. Because our deep experience with Workday is unique among Workday’s deployment partners, **we offer NCPA the advantages of a firm with the largest and most experienced team of Workday consultants.**
- **Longevity in Workday’s Partner Ecosystem** – As one of Workday’s first customers and its **longest tenured partner**, we have been intimately involved in shaping their innovative solutions and have a unique perspective from both the customer and implementation side. The professional services Collaborative offers leverage our 16 years as a focused full-service HR and Finance transformation consultancy to address **NCPA** user’s specific organizational and business requirements.
- **Award Winning Culture** – Collaborative invests in their employee’s professional development and overall well-being. We are proud that our workplace and company culture have achieved top honors from organizations including **Fortune Magazine** and **Consulting Magazine** and more.
- **In-House Change Management Capabilities** – One of the only partners with an in-house, Workday-focused Organizational Change & Training practice. In business, change is a constant factor. Communicating key process changes and training employees effectively are essential to the successful adoption and ongoing use of any new enterprise application. We are one of the only partners with an in-house, Workday-focused Organizational Change & Training practice (including Workday Financials and HCM Certified Change Management Consultants). We’ll be with you every step of the way.

We are confident that our **shared values, 100% focus on Workday and 100% deployment success**, our **deep Workday expertise**, our **longevity in Workday’s ecosystem**, **award winning culture** and **in-house Change Management** capabilities best positions us to meet and exceed your strategic objectives.

- **Strategic Services** – We offer a full range of strategic services for pre-implementation and production customers including a unique M&A Assessment offering.
- **PeopleSoft Experience** – Our Workday practice was built on a foundation of top-tier PeopleSoft HCM consultants. In addition to their knowledge of PeopleSoft, these consultants have up to five years of practical experience replacing PeopleSoft solutions with Workday. We have worked with **100+ customers** with their PeopleSoft to Workday conversions.
- **Large/Complex Deployments** – In addition to our deep experience in Higher Education and Government, Collaborative has more than a decade of experience working with large organizations to achieve transformation and deploy Workday. Collaborative has worked with more than two dozen organizations that have 20,000+ employees. Each of these projects brought a unique set of challenges and requirements. Some examples include the Campbell Soup Company, MGM Resorts, Dow DuPont and Facebook. Collaborative is able to draw off of each of these experiences to bring a broad set of expertise to NCPA.
- **Experience in Government** – Collaborative has extensive experience deploying and providing consulting services for State/Local Government agencies with respect to Workday HCM, Payroll, and Financials. Our practice began in 2003 with providing online business consulting expertise to the Federal Government for Oracle PeopleSoft Applications. As government “natives,” we have a deep understanding of Federal, State, and local government institutions’ unique challenges and complex business requirements. Our expert consultants are skilled at helping government

agencies navigate the transition from outdated legacy software to the modern, cloud-based Workday environment and have a strong track record of helping these institutions achieve internal adoption and long-term success and ROI. We have successfully deployed Workday ERP solutions to various government entities throughout the country such as **Buncombe County (NC), Harford County (MD), City of Port Orange (FL), City of Kent (WA), Kitsap County (WA), and Maryland Environmental Services**. Collaborative Solutions is currently implementing Workday ERP solutions at the **Louisville Metro Government, Jackson County, MS, City of Largo, FL, Monroe County, FL, and City of Gainesville, FL**.

- **Experience in Higher Education** – Collaborative’s business started 16 years ago with a focus on Education and Government customers, and since then we have steadily built our higher education with each successful deployment. We’re proud of the work we’ve done with institutions like **Washington University in St. Louis, University of Chicago, Georgetown, University of Southern California, Brown University and the University of Texas at Austin**.
- **Student Practice** –To date Collaborative has consultants with 48 Workday Student certifications and 13 product leads. Our resources are not just Workday experts but Higher Education experts. Ranging from former higher education employees to seasoned consulting veterans. Collaborative Student consultants attended Workday SCATE 30 to be the first to see the new version of Student and obtain visibility into the roadmap.
- **Recognized Leader in Workday Financials Community** – With one of the largest Financials practices in the Workday ecosystem, we have 100+ Workday Financials certified consultants and 100+ unique Workday Financials customers to date with multiple in process.
- **Foundation Data Model Exercises** – We offer this during the pre-sales, sales, planning and architect phases to align Collaborative's Financial Architects with the customer and perform a proof of concept with their GL data live within a Workday instance built by Collaborative without Workday involvement.
- **Collaborative’s Full Platform Engagements and Phase II Engagements** – Collaborative aligns financials consultants with cross-functional knowledge to help align touchpoints with HCM and Payroll for instances like: Payroll Accounting, FDM alignment for HCM Position Assignments and Security.
- **Collaborative’s Planning and Adaptive Financials Practice** – Collaborative has been identified as a "Fast Follower" by Workday and has a practice aligned to implement Workday Planning and Adaptive Insights.
- **Leader of Workday Learning** – Collaborative is a leader in the deployment of Workday’s Learning application. As a fast follower for Learning, Collaborative implemented several of the first Learning customers and is a trusted member guiding the development of Workday Learning. With our multiple product leads and delivery assurance reviewers, Collaborative has the experience of drawing from other Workday Learning implementations towards providing the best experience for end-users.
- **Payroll Expertise** – Staffs one of the largest populations of Certified Workday Payroll consultants. We have executed 120+ Workday Payroll deployments with 100% success and have a reputation for the highest payroll standards in the Workday ecosystem.
- **Custom Tools for Financials** – We have a methodology and tools that we’ve developed during our 13 years implementing Workday. These custom accelerators have been built and refined over the course of 100+ financials engagements, utilizing our consultant’s average of 3.7 full financials implementation lifecycles each to assist in optimizations. Data Conversion accelerators are examples of our tools. We have tools to facilitate and expedite data extraction, data

mapping to the Workday format, and data reconciliation tools. We have a Payroll reconciliation tool that can process payroll results for 21,000 employees in ~ 10 minutes. It tracks the results while allowing for comments, and it retains this information for future payroll runs, which allows for an audit trail of test results in addition to expediting the process.

- **Government Contracting Experience** – Since leading and successfully deploying the first Workday Phase I project for a government contractor in Northern VA we have been the “go to” partner for all things Workday in the GovCon community. We’ve since led multiple large enterprise GovCon Phase I deployments, Phase II add on projects, and task order work for large acquisitions and production support for companies such as BAH, PAE, Leidos, and NCI.

Government is an exciting vertical market sector focus at Workday. Workday’s HCM, Financials, and Payroll platforms today, as well as their product development roadmaps have been designed towards providing extensive improvements to this vertical space. Workday is experiencing explosive interest and growth in Government.

Collaborative Solutions is poised to partner with Workday and Federal, State, and Local Government entities to deliver these improvements. Collaborative has deep government qualifications and roots. Elements:

- Collaborative started in 2003 in Reston, Virginia with a focus on Government HR and Financial transformation. Our customers included:
 - Department of Housing and Urban Development (Financials – Elements)
 - Federal Housing Finance Board (Financials – Elements)
 - Department of Labor (Human Resources – Payroll – Elements)
 - National Academies (Financials – Elements)
 - Smithsonian Institution (Financials – Elements)
 - Chicago Public School System (HCM Elements)
- Collaborative maintains a GSA Schedule with the Federal Government for general procurement of software consulting services.
- Collaborative Team Members have extensive experience deploying/providing consulting services for State/Local Government environments with respect to HCM, Financials, Payroll.

Examples include:

- Integrations Consultant working with government customers deploying HCM technologies. Consulted with State Department of Health and Human Services as both an Integrations Specialist as well as a Training and Development Specialist (State of North Carolina).
- Project Lead with 10+ years of experience running projects in the State and Local Government space.
- Consultant with 20+ years in public space as Practice Director, Project Manager, and Principle Consultant. Several government deployments including States of Kansas and New Mexico.
- Consultant with 22+ years of Financial deployments experience across multiple industry verticals, including State & Local Government. Multiple roles including Project Manager, Consulting Lead, Product Expert, Functional Lead, and VP Information Technology. Provided financials support and technical guidance to large City PeopleSoft deployment (City of Corpus Christi).

- Regional Manager with 20+ years sourcing and managing projects. Responsible for leading projects with several local Municipal Governments to deploy ERP and Payroll technologies.
- Functional Lead Consultant with 10+ years of experience. Specialist for Grants Management worked with State of Delaware, State of New York.
- Collaborative understands government qualifications and requirements. Elements include:
 - Understanding, knowledge, experience deploying and managing unique workforce requirements with respect to multiple collective bargaining agreements.
 - Designing and deploying advanced workflow with respect to Represented vs. Non-Represented Worker Recruiting and Onboarding processes:
 - Testing
 - Evaluation
 - Onboarding
 - Probationary
 - Position Budgeting/Position Management as workflow steps within Job Requisition process
 - Unique requirements for Public Safety (Police, Sheriff & Fire): appointments, hiring, examinations, scheduling, time tracking, FSLA overtime calculations, etc.
 - Payroll Commitment Accounting requirements
 - Government auditing requirements
 - Sophisticated procurement requirements
 - Financial Commitment Accounting requirements
 - Nonprofit and Government Budgeting – unique requirements
 - CAFR Reporting Requirements
 - Public Retirement integration and Reporting requirements
 - Other State and Federal Reporting requirements
 - Grants Management/Reporting requirements
 - Change Management requirements (change across multiple agencies, guiding through change, leveraging change agents, communicating change)

Describe how your company will market this contract if awarded.

Collaborative Response:

Collaborative Solutions will communicate our NCPA contract in multiple ways. First with any prospects that are seeking alternative procurement sources. Second, we will plan to introduce our capabilities early in our go to market strategies in vertical markets that NCPA serves.

Describe how you intend to introduce NCPA to your company.

Collaborative Response:

We have already begun the introduction to NCPA internally as we have built out our RFP response. The teams that will communicate this potential purchasing capability are already involved and crafting a go to market plan should we be selected.

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

Collaborative Response:

Collaborative is a services company and does not offer on-line catalog/ordering website.

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

Collaborative Response:

Our Service Center locations are in Reston, VA, Chicago, IL, Tampa, FL, and Pleasanton, CA and provide standard business hours' coverage (local time). Standard hours for project implementation are 8:00am-5:00pm MT. Off-hour escalations are handled through the Engagement Manager.

However, weekend/off-peak support can be arranged if pre-scheduled in advance.

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.

Collaborative Response:

Collaborative does not maintain a separate Environmental Policy. However, we are always looking for innovative ways to have greener, more sustainable business practices. Our no-to-low paper policy includes utilizing online services for processing payroll and tracking expenses, cutting down on unnecessary paper use through scanning documents and using e-signatures. Our work-from-home policy allows us to minimize fuel and energy consumption on a company-wide scale. We provide recycling bins in its office kitchen, encourages use of ceramic mugs as opposed to paper cups, and uses filtered water dispensers instead of bottled water. We attempt to run appliances within its office kitchen facilities only when full (e.g. dishwasher), have sensors on office lights (to turn off when not in use), and automatic heating/air thermometers that are not controlled by individual employees. We also offer "Free Green Days" to encourage employees to take advantage of supplementary paid time off for participating in earth-friendly initiatives.

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.

Collaborative Response:

Not applicable.

Tab 5 – Products and Services/Scope

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) categories. List all categories that you are responding with:

- Strategic Planning
- IT Assessments
- Project Management Oversight
- Business Process Improvement
- Organizational Change Management
- Procurement
- Implementation Oversight
- Business Advisory & Support
- Business Process Reengineering
- Consultation Services
- Customized Training
- Software Asset Management
- Software Portfolio Management
- Tax Consulting and Compliance
- Financial Statement Audits
- Internal Controls Review
- Organizational Design
- Leadership development & coaching services
- Succession and transition planning
- Customer/Citizen experience design
- Service digitization assessment and consulting services
- Data analytics consulting services
- Data strategy and transformation
- Technology strategy and consulting (to include cloud strategy, IT organization/operating model)
- Program and system assessments
- Program management services

- Resource capacity modeling and planning
- Risk analysis and management
- Research and analysis

Collaborative Response:

Our Workday implementation services Cynergy™ Methodology is included as an attachment located in the [appendix](#).

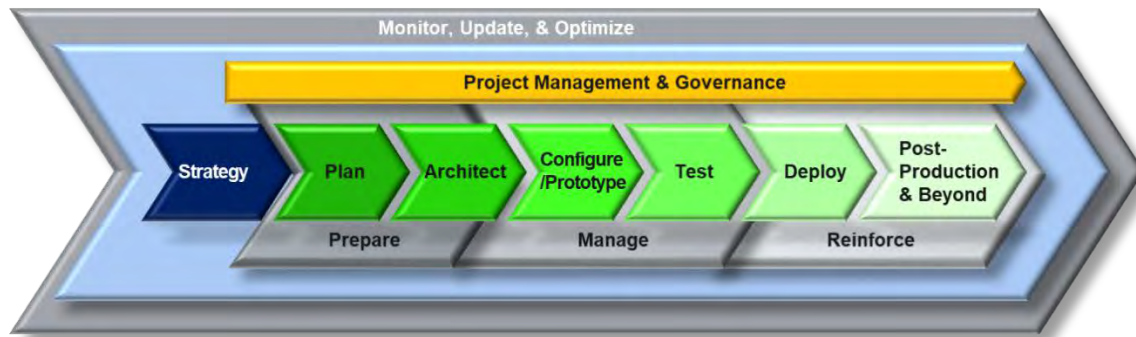
Organizational Change & Training Overview

Change management is a significant contributing factor to the success of our projects. Our Organizational Change & Training (OC&T) practice is grounded in the industry leading Prosci® approach with activities designed to integrate seamlessly within our overall Cynergy™ Methodology to help you manage the people side of change throughout your Workday deployment. Our OC&T consultants are also Workday-certified, which accelerates understanding of the change impacts that come with adopting Workday and will help NCPA maximize its investment by boosting end-user acceptance and adoption.

Our experience, as both a Workday partner and customer, has enabled our 850+ customers to be successful. With our library of tools and templates, our consultants are ready to partner with you on day one in communicating your project goals and meeting your strategic objectives. We work closely with your key stakeholders to assess the readiness of your organization and design a plan tailored specifically to your people and your processes. Our team is dedicated to helping you craft the right change management solution that will effectively transform your workforce. Our familiarity with Workday's training materials such as the Adoption Toolkits allows us to efficiently create customized training solutions for any Workday customer. Our team offers skills and capabilities that meet — and exceed — your requirements for deploying the Workday platform across the organization.

Change is a fact of business but leveraging Workday effectively and understanding and communicating the key process changes to both managers and employees is essential to the successful adoption of the system and thereby meeting NCPA's overall business objectives. Collaborative is the ONLY partner to have an in-house organizational change model built around the Workday methodology to ensure all deliverables are aligned from both a timing and content perspective to provide consistency throughout the project. This alignment reduces effort, increases adoption, and mitigates any potential delays with a system transition of this nature. This is a big differentiator – while our OC&T offering will be specific to your immediate Workday project, the strategies we deploy are designed to help NCPA build internal capabilities to support other organizational changes in the future.

Our integrated Change Management methodology leverages the industry leading Prosci® model described below.



Change Management Stages within Cynergy™

Specific to NCPA's Workday deployment, we will build an overall Change Management & Training Strategy; develop a Change Impact Assessment, Communication Plan, Change Champion Plan, Training Needs Assessment & Curriculum Plan and Sustainability Plan; and provide you with samples, templates, and prototypes that can accelerate NCPA's own execution of the change strategy.

Training Overview

Collaborative's training offerings exist as a core facet of our full-service Organizational Change & Training (OC&T) services. While our Cynergy™ methodology drives overall project management, our integrated (OC&T) approach provides the critical link between deployment and user adoption, helping guide employees down a path of change. The advantage for our customers is a seamless approach for implementing the Workday solution, while navigating a strategic change journey to help your stakeholders adopt and embrace change. We have Workday-certified and Prosci®-certified/trained resources specifically dedicated to Change Management who understand that employees evolve during a change journey, moving through fear, reluctance, and worry to acceptance, readiness, and transformation. It is critical to the success of the project to guide employees through these stages, addressing their concerns and explaining how the project will affect them.

Specific to training and knowledge transfer, we vary our approach, and NCPA's degree of engagement, based on the type of audience involved:

Workday-Provided Training (Project Team Leads)

To successfully make design and configuration-related decisions, it is recommended that the NCPA functional leads undergo Workday-provided training specific to their needs. During the sales cycle and the plan stage, Collaborative will partner with Workday to advise NCPA on the type of Workday training that is needed, which resources need to attend, and the optimal timing to complete this training in relation to the project related responsibilities.

There are a few considerations and challenges associated with coordinating the attendance of these training sessions. These include:

- Most of the team will need to attend Fundamentals as their first class and then attend the training for their functional areas
- The customer resources that will assist in the design and build of some of the integrations have many training classes required and they should be taken sequentially
- Report writing, calculated fields, integration related classes followed by Studio training

In conjunction with the Collaborative team, the customer functional leads then guide additional project team members in their understanding of system functionality. This learning also occurs naturally throughout the course of their involvement in the project.

Knowledge Transfer (Project Team)

Knowledge transfer is built into our implementation approach, so the project team achieves the new knowledge, skills, and self-sufficiency they need to support themselves after Go-Live. Our Knowledge Transfer approach educates and teaches project team members how to effectively leverage the Workday solution to perform their future job duties and maintain the system from an administrative perspective. This includes how to update business processes and security configuration, as well as preparing NCPA to manage Workday's semi-annual updates.

Workday pushes new releases two times per year, in February and August. Six weeks before the release is pushed out, Workday pushes release notes and a checklist of new system features through Community in their Product Release Center. The Product Release Center includes:

- **Architect Workshops** — Immersion includes learning the kind of questions and clarifications that are asked to understand how to translate requirements into design considerations.
- **Work Stream Meetings (weekly scheduled and ad hoc)** — Led by Collaborative consultants and attended by NCPA SME's to facilitate Collaborative resources sharing the analysis, decision making, and configuration options available to meet requirements.
- **Customer Confirmation Sessions** — Immersion learning supported by review of functional requirement configuration, on-demand configuration changes (as possible), and hands-on experience of managing business processes.
- **Test Scenario Development** — Ensures NCPA's understanding of the expected outcomes of tests.
- **End-to-End Testing** — First round of End-to-End has Collaborative consultants responsible for triaging and resolving test issues with observation and support provided by NCPA. The second round of End-To-End encourages NCPA resources to be the first line of triage support with shared responsibility for resolving issues between Collaborative and NCPA.
- **User Acceptance Testing (UAT)** — User Acceptance Testing (UAT) is designed to certify the Workday application and Workday integrations are working properly. The UAT stage also helps to ensure that NCPA SMEs are confident in their ability to perform their daily tasks using Workday by allowing select business process owners (outside of the core NCPA team) to provide final validation that the configured system is ready for Production. During UAT, each scenario is assigned to one or more SMEs to act as business process owners and verify that the test executed successfully.
- **Payroll Integration Parallel Test** — As Payroll Parallel Testing is completed, NCPA resources should be the primary for all Issue triage and resolution, and the opportunity for knowledge transfer among NCPA resources. As with all stages of testing, Collaborative consultants are available to support NCPA resources with triaging, resolving, and continued knowledge transfer.
- **Deploy Stage** — Any knowledge transfer remediation that is identified during Payroll Parallel Testing is completed during the Deploy Stage.

Our assessment of progression of knowledge transfer by the end of the stages is as follows:

- **Architect Stage** — NCPA resources understand the concepts and relationships between configuration set up values, business processes, and data.

- **Configure & Prototype Stage** — NCPA resources can configure set up values, business processes, condition rules, and reports. It is during this stage that we expect to use the “See One, Do One, Teach One” methodology to ensure Knowledge Transfer to NCPA resources together. Separate knowledge transfer sessions are not included in the method.
- **Test Stage** — NCPA resources can triage testing issues and resolve issues.
- **Deploy Stage** — NCPA resources can train any non-core team members that will have responsibilities in production as identified above.

Training (For End Users)

End-user training is a fundamental component of our Organizational Change & Training (OC&T) methodology. Our traditional training approach is to provide training tailored to end users and other stakeholders, dependent on the specific roles and business functions they perform. Prior to training, the end users and managers receive communications about the new technology and business processes to build their awareness and enthusiasm about the upcoming changes.

The first step in our training development methodology involves developing an End-User Training Strategy, which serves as a roadmap for all training activities. Collaborative and NCPA would jointly define the training philosophy to ensure that the most effective education for the NCPA environment is delivered to end users.

Following the development of the End-User Training Strategy, we conduct thorough assessments of each customer's needs during Architect Workshops and Customer Confirmation Sessions, and with that information derive a detailed Training Needs Assessment. These assessments are validated with the customer functional team leads and project management prior to building a detailed Training Curriculum Plan for the various end-user populations. We have found that applying a range of training methods works best for most of our customers.

Once training methods have been selected and a meaningful amount of training materials drafted, customers may also elect to have Collaborative assist in User Experience Sessions (UES). While not a form of testing, UES generally occurs during the Test Stage to take advantage of the general stability of most configuration expected by that time. UES focuses on true end-user populations who have not yet been exposed to Workday. During UES, participants do not have the ability to change the system. Instead, we create an "experience" for end-users to explore the system and build their first impressions. The goal of UES is to pilot the system with a group of users who have had no prior exposure to gain an additional, candid perspective on how the new system will be received and whether it is meeting overall end-user project objectives. Feedback from UES also allows the OC&T workstream to pressure-test initial training materials. Combined, this information helps the training team identify and drive focused revisions and adjustments to training materials and plans, in turn ensuring the maximum impact and benefit of your training program.

The following table outlines the benefits and/or implications of the various types of end-user training delivery method options we would recommend for the deployment of Workday, and have executed for other customers:

Detailed Training Methods	
Training Method	Benefits/Implications
Train-the-Trainer for Instructor Led Training	<ul style="list-style-type: none"> Provides tools and expertise to NCPA’s in-house functional and/or training teams, allowing for enhanced knowledge transfer, flexible deployment, and ongoing internal training capacity Customer must provide training resources Scheduling and related logistics
Instructor Led Training (Collaborative Led)	<ul style="list-style-type: none"> Provides detailed training from experienced resources Allows targeting training for specific stakeholder groups, including grouping trainees by which employee type they most often transact upon Increased delivery cost
Customized On-Demand Training Videos	<ul style="list-style-type: none"> Can pair with objective assessment tools to determine the level of the end-user’s comprehension of the delivered material End-users can view on-demand and as needed to support their successful completion of transactions in Workday Reduced delivery cost
Webinars/Presentations to Introduce NCPA-specific Configuration and Processes	<ul style="list-style-type: none"> Large audience can receive the same message at the same time over a broad geographic area Reduced delivery cost Not repeatable unless recorded
Job Aids & Quick Reference Guides	<ul style="list-style-type: none"> Resource material used to aid in learning new processes and troubleshooting Can be linked within Workday system, providing support at the point of need Must be updated as system changes occur to remain relevant
In-System Guidance (Help Text, Guided Tours, etc.)	<ul style="list-style-type: none"> Aids and guides at the point of need (directly within Workday system) Increases accessibility to training materials by linking them directly on the processes they support

Strategy & Transformation Services Overview

We live in an experience economy shaped by digital interactions that drive getting things done. Engaging technology by itself does not ensure success; technology needs to add value for the individual which encourages meaningful adoption. The Strategy & Transformation practice within Collaborative

Solutions' Advisory Services concentrates on the elements of people, process, governance, and technology that need to work in harmony to drive sustainable and impactful outcomes.

Collaborative offers a range of strategy and transformation services that often occur during the pre-implementation Strategy Stage of a Workday implementation but can also be tailored to the unique needs of an organization before, during, or after the implementation of Workday or independent of a platform deployment. Led by Collaborative's team of Strategy & Transformation consultants, some offering areas include:

- Business Productivity
- Consultation Services
- Strategic Planning
- Transformation Readiness
- Service Delivery
- Organizational Design
- Digital Transformation
- Worker/Student/User Experience

Strategic Implementation Planning (described below) is an example of a common service Collaborative offers to organizations that are new or transitioning to Workday. Other services are available such as:

- *Strategic Lifecycle Planning*, which is offered to established Workday customers
- Workday Readiness Services, which draws upon *Strategic Implementation Planning*
- Roadmap Design
- Digital Transformation
- Custom Offerings, which are defined upon request

Strategic Implementation Planning

The success of migrating to a new technology platform is predicated on aligned strategy and planning before the start of implementation. Therefore, the most common Strategy & Transformation offering is known as *Strategic Implementation Planning* where Collaborative's Strategy Consultants guide organizations through what needs to be done, why it must be done, and how it can be done to provide a solid foundation to build a successful Workday project. A Strategic Implementation Planning engagement is tailored to the scope and goals of an organization's Workday implementation and includes all or a subset of elements described below.

In Strategic Implementation Planning, we focus on driving the alignment of **people**, **process**, **governance**, and **technology** toward the vision and goals for deployment success and meaningful adoption. As such, we concentrate our effort toward:

- *Leadership Alignment* (people and governance)
- *Strategic Readiness* (process and technology)
- *Experience Design* (people, process, and governance)

Pre-implementation work is performed by a team including Collaborative Strategy & Transformation consultants with support from organizational leadership, stakeholders, and others who can provide

insight and input toward the experience, quality, and positive impact of the implementation of Workday.

Using a series of workshops and activities, Collaborative leads and facilitates discussion in the key areas that require review to obtain strong alignment for a successful Workday deployment. All sessions are delivered in a virtual/remote manner but can be augmented by scheduled face-to-face sessions if/when appropriate and possible. The resulting deliverables from Strategic Implementation Planning guide and inform implementation and help both the organization and Collaborative teams focus on the principles and objectives that will define project success.

Strategic Implementation Planning: Leadership Alignment

Strategy Map: A shared understanding of the project vision needs to be established to realize goals and achieve optimum alignment. Collaborative works with project leadership and key stakeholders to craft a *Strategy Map* that defines a strategic vision within a Workday digital transformation context that will be linked to the program via a set of guiding principles, goals, and objectives, and both near- and long-term measures of success. The resultant *Strategy Map* is incorporated into the project to guide deployment and frame operational performance within the context of Workday and the overarching project goals.

Governance & Decision-Making Model: Effective governance and decision-making are essential through all lifecycle phases of an implementation and beyond. Together with organizational and project leadership, Collaborative will jointly design a framework that is customized to the organization to enable effective data governance and decision-making. We assess the organization's cultural DNA, identify key stakeholders who directly and indirectly influence decisions, develop an appropriate project governance model, define roles and responsibilities, segment and assign decision categories to stakeholders, and implement the governance and decision-making framework by articulating the model in a clear and actionable manner that can evolve over the project's lifetime.

Strategic Implementation Planning: Strategic Readiness

Collaborative understands that data is the foundation for both the operational efficiency and effectiveness of Workday, but also the user experience, as trust in data is paramount to a positive experience. We apply a holistic enterprise architecture approach to explore and understand your strategic vision and connect it with functional needs and expectations. We assess readiness from *data out* to examine transformation potential and impacts on elements such as integration, configuration, and reporting, and concentrate on areas of intersection *beyond data* to surface ways to effectively achieve transformation objectives in areas such as:

- Data Management
- Master Data Model
- Job Architecture
- Integrations
- GDPR
- Reporting & Analytics
- Worker-Focused Learning Transformation

Strategic Implementation Planning: Experience Design

Journey Mapping: At Collaborative, we use personas and journey maps to illustrate the end-to-end worker, colleague, and/or student experience to inform the design of future state processes and weave Workday capabilities into the desired experience. We consider elements of thinking, doing, interacting, using, and feeling at a persona level to capture the human element of process redesign and optimization in order to improve adoption and alignment of Workday with organizational goals and individual expectations and needs.

Service Delivery: Collaborative's approach to service delivery transformation seeks to achieve an end-state characterized by consistent quality, minimized costs, optimized functionality, and satisfied customers. Our goal is to craft a service delivery model (SDM) that enables an organization to effectively pursue long-term value by drawing upon leading practice tailored to an organization's culture and transformation capacity. Our service delivery transformation work with an organization spans: strategy alignment, organizational buy-in, talent/staffing, production governance, and risk management. Collaborative's consultants will provide an organization with an analysis and offer a set of recommendations to evolve and transform service delivery post-go-live and beyond.

Process Review & Optimization: Collaborative believes that well defined, optimized business processes allow organizations to extract the most value from their Workday implementation and beyond. As a result, *Process Review & Optimization* looks at business processes holistically – including touchpoints outside of Workday – to reduce the chance of missed steps and improve the worker experience. Collaborative can facilitate a range of business process optimization workshops to understand practices and related processes today, and to analyze the effectiveness of current state business processes and the potential for optimization. Our strategy consultants leverage best-in-class process design techniques and experiences from other transformation and Workday implementation engagements to develop new future state recommendations that are aligned with organizational goals and Workday considerations in HCM, Finance, and related areas. Finally, Collaborative provides schematic process flow diagrams to illustrate optimization opportunities.

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.

Collaborative Response:

Post-Production Support

Continuous Value Services

Upon going live, our customers often seek to continue to expand the partnership by leveraging one or more of our Workday support and optimization services within Collaborative's Continuous Value Services offering (CVS). Whether the customer is looking for assistance on functional or technical Workday support activities, targeted optimization of owned but not yet deployed Workday functionality, or the deployment of brand-new Workday functions, Collaborative has demonstrated success in all facets of post Go-Live Workday engagements.

Specific to NCPA our ability to deploy and support the entire Workday Platform allows us to be a one-stop shop for any Workday-related engagements for your organization.

The initial Workday deployment is only the start of a great journey. Our belief is that with the ever-increasing functional benefits of Workday, our customers can gain value continually from the platform. One of the most important aspects to achieve the full benefit in your investment in Workday is to establish a well-defined internal Workday roadmap planning, review, and ongoing engagement amongst key stakeholders and system owners in a post-Go-Live support model.

This provides an opportunity to evaluate and identify how current and upcoming planned business needs can be supported through the effective use of technology. It can also ensure that those charged with executing and managing the governance policies have an avenue to review current system challenges and to identify areas where improvements can be made.

Continuous Value Services tends to fall within the five following categories:

- Strategic Lifecycle Planning offerings tailored to meet the most pressing needs preventing customers from realizing the maximum value from their Workday investment
- Execution of planned, current year roadmap initiatives
- Optimization efforts and extension of current functionality
- Required maintenance to support annual occurrences such as annual merit, financials year-end close, audit requests, or open enrollment
- Planned and unplanned tasks introduced due to break-fix, punch list, change in business-drivers, regulatory, or compliance requirements

As part of our comprehensive set of post-deployment CVS offerings, our Lean-On Service provides on-demand support for what you need and when you need it from one of the most experienced set of resources in the Workday ecosystem.

Flexibility is key to our Lean-On Services. The service is typically contracted on an annual basis which targets planned staffing and resourcing needs. The service provides significant flexibility to provide optimization and production support for the following representative functional and technical support needs:

Activity	Functionality Scope
Workday Support and Troubleshooting	Assistance with support activities may include, but is not limited to, troubleshooting issues, guidance and other day to day activities including assisting the team with support requests.
New Functionality Review	Collaborative reviews new features and functions not yet implemented. Collaborative assists with new functionality reviews, which may include, but are not limited to, support and guidance for making decisions regarding the implementation of new functionality, such as employee/manager self-service, benefits, performance and absence management. Collaborative can also provide sample testing scenarios, if available, or can help support Customer in creating new sample test scenarios on an as-requested basis.
Reporting and Integrations	Based on Customer requirements, Collaborative may provide technical support including integrations, custom reporting, and business form layouts via the Business Intelligence Reporting Tools (BIRT) framework. Integration assistance may include the configuration and supports the testing of Workday packaged integrations and the development of Customer integrations.
Workday Solution Optimization	Collaborative is able to help improve the utilization of Customer’s Workday solution, as well as the Customer’s experience. Such optimization may include, but not limited to, updating business processes, revising organization structures, or modifying rules for security, business process, and organization for the full Workday platform.
Knowledge Transfer	As agreed, to by Customer and Collaborative, Collaborative on-demand support may include knowledge transfer pertaining to the resolution of an issue and providing insight on how Customer may troubleshoot similar issues in the future and advisory support services including guidance on new feature sets, impact-considerations, and solution guidance.
Organizational Change & Training Post-Production Services	Collaborative offers in production Workday customers services related to Organizational Change Management, Communications, and Training. This can be part of the Lean-on Service if requested.

In addition to the Lean-On Services, additional CVS offerings include:

- **Strategic Tenant Analysis & Plan** – establishing a strategic baseline for demonstrating value, followed by a thorough evaluation of tenant configuration, resulting in a timebound, actionable roadmap which aligns to delivering on stakeholder definitions of value.
- **Advanced Reporting Dashboard and Analytics (ARD)** – an expanded package of approximately 60 pre-built reports and dashboards that are deployed in as little as five weeks. Dashboard

examples include headcount information, quality of hire, turnover, population diversity, succession potential, etc.

- **Extension and Optimization** – a defined project and scope that supports the deployment of additional Workday functionality that has already been purchased by the customer.
- **Business Event Support** – based on defined, larger scoped projects such as data and/or configuration changes required to support Mergers and Acquisitions or Divestitures. It is also used by customers for project-based support for significant design changes on recurring events of existing functionality such as Open Enrollment, Annual Merit/Bonus Processing, and Financials Year-End Close.



CVS for In Production Customers

Differentiators for Our Continuous Value Services

Collaborative’s Workday Continuous Value Services (CVS) Practice is dedicated to supporting Workday Customers that are in production. Although our CVS practice often collaborates with our primary professional services organization, they are exclusive, separate, and dedicated to providing support for existing Workday customers. We are committed to driving self-sufficiency for our customers in an efficient, scalable, and value driven model. Knowledge Transfer is key to our joint success and incorporated into our standards of delivery.

We work with our customers to target “high value” support opportunities. This means we focus on efforts which will drive stabilization followed by optimization across all deployed Workday Functionality rather than operating primarily in a traditional help desk model that focuses in on “break/fix”. While a limited amount of break/fix is unavoidable in a system as dynamic as Workday, our vast experience supporting Workday customers has led us the belief that both integration and functional support should evolve towards targeting ongoing enhancements, support of optimization efforts, and adapting to

changing business requirements. Doing so moves our customers from operating in a reactive, legacy ERP manner to proactively increasing the value realized from their Workday investment.

The approach we take for supporting production customers aligns to the following:

- Stabilize, then optimize your rollout by providing a quality, highly experienced team of consultants that are dedicated to post- Go-Live services
- Proactively recommend adjustments to your Workday configuration which drive more value from the solution
- Emphasize and support a knowledge transfer first approach to support NCPA's investment in the Workday application to help your organization move towards self-sufficiency
- Leverage our resources as an extension of your internal support team, versus the more traditional "break/fix" help desk model in legacy ERP's.
- Where feasible, align a pre-assigned account team comprising both functional and technical consultants for expected support needs, in addition to a dedicated Engagement Manager

Service Request Process

Ticketing System

NCPA's primary contacts will submit all service requests via Collaborative's ticketing system which will enable involvement by Collaborative's support personnel for resolution. Requests will be managed depending upon the type as outlined below.

Issue Resolution Support for Existing Configuration

As issue requests are received, Collaborative will:

- a. Acknowledge the request within 24 hours of NCPA's normal business hours. Definition of normal business hours will be mutually agreed upon between NCPA and Engagement Manager. If emergency assistance is needed, Customer will log a case with Workday. Examples of emergency assistance include a system down issue or business critical function such as payroll not processing correctly. In non-emergency cases where urgent assistance is required, Customer will submit a request via the ticketing system indicating the nature of the urgent request and contact the Collaborative's Engagement Manager (EM). The EM will work with Customer to outline a plan of action to address the urgent issue in a timely manner. This may involve after hours support if mutually agreed upon between both parties. Support ticket requests initiated outside of standard hours of operation (i.e. Saturday and Sunday) will receive an initial response when the standard hours of operation window become available.
- b. Request details on the configuration impacted, if not already provided.
- c. Determine a plan of action for all standard requests to support resolution of the issue which will be provided within 48 hours of issue alert.
- d. Review configuration changes required with NCPA and request NCPA's approval to apply fix.
- e. Customer is responsible for testing and any move-to-production activities, which shall include configuration, business processes, data, reports and integrations. Customer will provide written acceptance of test results to Collaborative's prior to any move to production.
- f. Should NCPA require Collaborative's assistance with move-to-production activities, members of the NCPA team will submit a request via writing and provide written approval for Collaborative's to access NCPA production tenant. NCPA shall verify production results and is solely responsible

for production accuracy. Customer shall provide written acceptance to Collaborative's after such move-to-production activities.

- g. If NCPA submits a request for assistance outside of the Collaborative ticketing system via any communication mechanism such as such as email, voice mail, text, instant message Collaborative is not subject to standard response times.

New Configuration Enhancement Requests

As new modification requests are received, Collaborative will:

- a. NCPA will submit a request in the ticketing system.
- b. Gather information on the requirements and systems involved.
- c. Estimate the scope of effort.
- d. Request approval from NCPA, through ticketing system, to begin work via the ticket.
 - If level of effort is expected to exhaust available hours or is estimated to take more than 40 hours, a separate Change Order may be prepared.
 - The EM will request resource(s) upon signature of the Change Order and can take up to ten business days from date of signature. Schedule the work with NCPA as determined between NCPA's Project Manager and Collaborative's EM.
- e. Complete configuration and unit testing.
- f. Provide the change for user acceptance testing in NCPA's sandbox or implementation tenant. Collaborative's can assist with providing testing guidance, if requested.

For more information please see our [CVS Data Sheet](#) on the Resources page of our website.

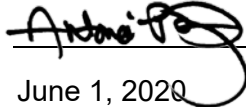
Tab 9-Required Documents

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements

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	<u>Collaborative Solutions, LLC</u>
Print Name	<u>Antonia Plazibat</u>
Address	<u>11190 Sunrise Valley Drive, Suite 110</u>
City, State, Zip	<u>Reston, VA 20191</u>
Authorized signature	<u></u>
Date	<u>June 1, 2020</u>

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.

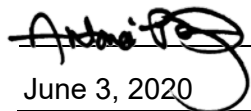
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

June 3, 2020

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 Collaborative Solutions, LLC

Address 11190 Sunrise Valley Drive, Suite 110

City/State/Zip Reston, VA 20191

Telephone No. 888.545.5387

Fax No. 703.390.9289

Email address legal@collaborativesolutions.com

Printed name Antonia Plazibat

Position with company General Counsel

Authorized signature 

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.

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.

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>

Required Clauses for Federal Funds Certifications

Collaborative Response:

Acknowledged

Required Clauses for Federal Assistance by FTA

Collaborative Response:

Acknowledged

State Notice Addendum

Collaborative Response:

Acknowledged

Appendix

Please refer the document embedded below for complete details on Collaborative's Cynergy™ Methodology. Please **double click** on the pushpin to launch the document.

Document Name	File
Cynergy™ Methodology (Collaborative Solutions)	