

**Region 4 Education Service Center (ESC)**

**Contract # R220101**

*for*

Travel Management, Travel Expense Management and Related  
Services

*with*

**Emburse Group**

Effective: December 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and Emburse Group, effective December 1, 2021:

- I. Appendix A; Vendor Contract
- II. Offer and Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

## APPENDIX A

### CONTRACT

*This Contract ("Contract") is made as of December 1, 2021 by and between Emburse Group ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Travel Management, Travel Expense Management and Related Services ("the products and services").*

### RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 22-01 for Travel Management, Travel Expense Management and Related Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;
    - iii. Failing to adequately perform the services set forth in the scope of work and specifications;



- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT**  
**SIGNATURE FORM**

The undersigned hereby offers and, if awarded, 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.

**Company Name:** Chrome River Technologies, Inc., part of the Emburse Group, for itself and on behalf of its Affiliates ("Emburse")

**Address:** 5757 Wilshire Boulevard, Suite 204

**City/State/Zip:** Los Angeles, CA 90036

**Telephone No.:** 1 (888) 781-0088

**Email Address:** matt.gahr@emburse.com

**Printed Name:** Matt Gahr

**Title:** Chief Revenue Officer

**Authorized Signature:**



**Accepted by Region 4 ESC:**

Contract No. R220101

Initial Contract Term: 3 years December 1, 2021 to November 30, 2024



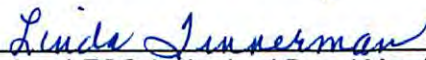
Region 4 ESC Authorized Board Member

Carmen Moreno

Print Name

12/15/2021

Date



Region 4 ESC Authorized Board Member

Linda Tinnerman

Print Name

12/15/2021

Date

**Appendix B**  
**TERMS & CONDITIONS**  
**ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. *(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*
- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

**\*\* please note: page numbers below are based on the original RFP documentation**

| Section/Page | Term, Condition or Specification      | Exception/Proposed Modification  | Accepted (For Region 4 ESC's use) |
|--------------|---------------------------------------|--|-----------------------------------|
| 1/26         | Draft Contracts:<br>Term of agreement | Pricing is as provided in the 2(a), Pricing, subsection (vi) of the proposal.  | Acceptable                        |
| 2/26         | Draft Contract:<br>Scope              | Subject to mutually agreed upon SaaS based service terms. The Chrome River deliverable is a consumable SaaS service that is based on a public cloud structure. Under a subscription grant Region 4 ESC would access this consumable on-demand service to address your policies, workflows, business rules, and processes. An appropriate redline to the Draft Contract would require, at a minimum, a subscription grant, restrictions on use, and ownership. This grant is coupled with obligations for Region 4 ESC's to grant Chrome River access for its support service needs. In short, Chrome River is able to provide a service that meets the particular needs of its customers through a rich and broad set of service features. However, as a SaaS provider, our service delivery model cannot be significantly altered, and therefore, our prospective customers need to be aware that certain contractual terms are necessary for the delivery of the subscription. | Acceptable                        |


| Section/Page | Term, Condition, or Specification   | Exception/Proposed Modification  | Accepted (For Region 4 ESC's use) |
|--------------|---|--|-----------------------------------|
| 9/27         | Draft Contract: Contract Alterations                                      | To be mutually agreed upon.  | Accepted                          |
| 11/27        | Draft Contract: cancellation for Non-Performance or Contractor Deficiency | Chrome River believes that a ten (10) day cure period is not sufficient to provide Chrome River a reasonable opportunity to address potential issues that Region 4 ESC may identify and therefore would requests a thirty (30) days cure period.   | Accepted                          |
| 11c/28       | Draft Contract: Delivery/Service Failure                                  | Chrome River cannot accept the obligation for reimbursement for replacement services.  | Accepted                          |
| 16/29        | Draft Contract: Payments  | Payments are made in the 2 following formats: (i) implementation fees payable at time of implementation; and (ii) subscription fees (paid in accordance with Region 4 ESCs elected subscription plan).   | Accepted                          |
| 18//29       | Draft Contract: Audit   | Audit to be limited to no more than once annually and at a time mutually agreeable to the parties within no more than 3 weeks from the date of notice. The basis: The Service provides Region 4 the ability to validate the transactional quantity and invoiced – this is a standard report that Region 4 ESC can either run manually or setup for automatic generation. In that the ability to validate and dispute exists, CR requires Region 4 to support the above reasonable process. | Accepted                          |

**RECEIPT OF ADDENDUM NO. 1 - ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Chrome River Technologies M.D.  
~~Charger Acquisition Co. Inc.~~

Contact Person Matthew Gabr

Signature 

Date 9/8/2021

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist





7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 2

Solicitation Number 22-01

Request for Proposal ("RFP")  
by Region 4 Education Service Center ("ESC") for  
Travel Management, Travel Expense Management and Related Services

This Addendum No. 2 amends the Request for Proposals (RFP) for Travel Management, Travel Expense Management and Related Services 22-01 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Travel Management, Travel Expense Management and Related Services. Addendum No. 2 is hereby issued as follows:

#### Clarifications:

1. The changes being made to this RFP are being made to correct a reference in Section 3.3 L. of Exhibit A,

#### Changes to the RFP:

1. Remove Section 3.3 L. of Exhibit A and replace it with the following language:
  - L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ \_\_\_\_\_ .00 in year one  
\$ \_\_\_\_\_ .00 in year two  
\$ \_\_\_\_\_ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

**RECEIPT OF ADDENDUM NO. 2 - ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Chrome Linc Technology, Inc. ~~184~~  
Chaper Acquisitions Co., Inc.

Contact Person Matthew Bahr

Signature 

Date 9/8/21

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092  
(713)-462-7708  
[www.esc4.net](http://www.esc4.net)

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 22-01

Request for Proposal ("RFP")  
by Region 4 Education Service Center ("ESC") for  
Travel Management, Travel Expense Management and Related Services

This Addendum No. 3 amends the Request for Proposals (RFP) for Travel Management, Travel Expense Management and Related Services 22-01 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Travel Management, Travel Expense Management and Related Services. Addendum No. 3 is hereby issued as follows:

**1. Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, September 14, 2021 @ 2:00 PM Central Time and extended as indicated below and above:

- Tuesday, September 21, 2021 @ 2:00 PM Central Time

**RECEIPT OF ADDENDUM NO. 3 - ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Chrome River Technologies, Inc., Part of the

Emburse Group, for itself and on behalf of its Affiliates (collectively

"Emburse")

Matt Gahr

Contact Person \_\_\_\_\_

Signature \_\_\_\_\_

DocuSigned by:

992B4EA24EF343C...

14 September 2021 | 6:22:10 AM PDT

Date \_\_\_\_\_

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



**RFP RESPONSE**

# Region 4 Education Service Center. Travel Expense Management & Related Services 22-01

September 14, 2021

VALID FOR 180 DAYS

September 14, 2021

Crystal Wallace  
Business Operations Specialist  
Region 4 Education Service Center

Dear Ms. Wallace and the Region 4 Team,

Region 4's employees have nearly infinite value and potential, yet many are saddled with inefficient processes and unfriendly technology. This is especially true in the travel and expense management category, leaving CFOs in need of solutions that eliminate friction and respect the time of their employees. That's why we want to draw your attention to Emburse.

At Emburse, our goal is to humanize work for everyone. That means we prioritize building innovative tools that impact more than the bottom line. We empower employees, finance professionals and CFOs with expense management and AP automation solutions that eliminate manual, time-consuming tasks. They also free your employees to focus on what really matters—their family, community, and more rewarding work.

Our [award-winning](#) solutions feature cutting-edge, dynamic technology that are fully tailored to each customer's needs, allowing us to offer helpful solutions for organizations of all sizes, industries and geographies. We're confident that our software, people, and partners will transform finance at Region 4 and support your initiatives to improve automation and streamline spend management.

Our enclosed proposal demonstrates our qualifications as a strategic partner, and how Emburse solutions modernize spend management. Together, we will infuse knowledge, experience, and innovation into your solution, and humanize work at Region 4.

Thank you for your consideration. We look forward to serving you.

Justin Byler  
Senior Sales Executive  
(317) 370-4012 | [justin.byler@emburse.com](mailto:justin.byler@emburse.com)

Robin Hanselman  
VP Sales – Vertical Markets  
(303) 808-0103 | [robin.hanselman@emburse.com](mailto:robin.hanselman@emburse.com)

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## EXECUTIVE SUMMARY

### Why Emburse Chrome River – Our Differentiators

*“Getting from point A to point B is rarely a straight line”*

In 2007, Chrome River decided to disrupt the travel & expense market and compete with a well-known incumbent. Doing so required the ability to create highly configurable and user-friendly solution designs that promote automation, accommodate for diverging and evolving expectations, and remain flexible as new technologies emerge. Emburse Chrome River achieved expense and AP related innovation breakthroughs through an unwavering focus on the customer that led to quantum leaps in user functionality and operational efficiency.

The entire Emburse organization has one common mission: to humanize work by automating manual tasks and saving users’ time, so they can focus on what matters most – their family, community, or more rewarding work. Our vision is to become the #1 choice for expense management and AP automation. Every employee at every business unit within the Emburse organization wakes up every day to focus 100% on building the best expense and invoice management solutions in the marketplace. Here is how we do it:

#### **Engineered from the Beginning to Achieve Today’s Business Outcomes**

With 30 years of experience developing financial management software for , Chrome River founders had an epiphany: by turning “conventional wisdom” on its head, they realized all the T&E providers had it wrong – they all offered ‘workflow’ solutions that automated electronic forms. But it was really a ‘rules’ problem that businesses needed to have solved. This epiphany launched two of our most powerful product design concepts that differentiate Emburse Chrome River from all other products in the market – our system architecture and “anything-is-possible” business rules engine.

#### ***Architecture is Everything***

One of the biggest challenges of software design is predicting and planning for the evolution of underlying technologies and crafting a product that accommodates those inevitable changes. Chrome River’s system architecture is built so that any component can be replaced or added to as new technological innovations and unanticipated global requirements are brought to market, without limiting or significantly impacting the rest of the software design and underlying code.

#### ***Unique to the Industry Business Rules Engine***

Furthermore, Emburse Chrome River built a Business Rules-based configuration layer on top of our business logic, rules and integration services allowing customers to craft a system that meets their own diverse business definitions. **The advantage of a rules engine is that it enables non-technical software users to change the software behavior based on their business requirements, using ‘if-then-else’ style logic, without having to change the underlying codes.**



Only a true business rules engine can meet the unpredictable and diverse requirements of a growing, global organization; creating an environment of automation and transform modern spend management.

### ***One Experience***

In creating Chrome River, we understood that if we could design a fun and simple product that achieves 100% user adoption, then organizations can achieve their expense related compliance goals. One of the ways we sought to achieve this multi-faceted simplicity is by creating a solution that delivers the same experience regardless of device. That means the features and functions available to users on their desktops - with all the rules, configurability, and user definable fields - must work the same on any other device, regardless of operating system.

### ***Open, Flexible Integrations***

Our architecture allows us to map specific templates, regardless of whether a customer uses one ERP or 40, one travel solution or multiple, one credit card or many. And the same principles are applied to how we would set up known and future integrations as required by Region 4. We can easily support any number of Region 4's integrations. In addition to our flexible integration platform, Emburse Chrome River includes strategic integrations with our fully integrated partners such as Deem and Terra Dotta. We feel our flexibility to work with any third-party system provides our customers a competitive advantage. Our customers can pick best-in-class providers of their choice and centralize, process, approve and analyze all data in Chrome River.

### ***100% Focus on Travel & Expense and AP Automation***

Over the course of 14 years, Chrome River rose from a SaaS startup of well-seasoned finance and software experts that acquired Fortune 500 clients like Harman, Masco, Toyota, CBS, Wayfair, Coca Cola Hellenic, Bosch, Exxon, BCG, and Anthem; as well as other enterprise customers like leading Big 10 universities, cities and counties, and K-12 schools - all of whom trust their business to Emburse Chrome River.

As Chrome River's product capabilities continued to scale, in 2019, Chrome River joined forces with other industry-leading expense and AP solutions to form Emburse – a strong portfolio of business units that recognizes 'one size does not fit all' and instead offers a range of tailored, highly-configurable solutions for organizations ranging from start-ups to global enterprises. The company employs nearly 800 people worldwide, serving more than 4.5 million users at 14,000 customers in 120 countries.

This unique market strategy results in greater value for our customers as it pertains to product development. For Region 4, you will leverage Chrome River as a solution *specifically built* for organizations needing flexibility in business workflows, configurability, and refined integrations.

The attached 2020 IDC Market report highlights Emburse's strong performance in the market - a down year for many of our competitors -- and also reflects the analyst's view of Emburse being a leading-edge player in the market. ***“Emburse managed to maintain solid growth in 2020. This momentum was due, in part, to the investments that Emburse made into its technology throughout the year, including receipt transcription, a suite of global payment solutions, and***



*virtual card integrations. Emburse also invested resources into growing its ecosystem, which now includes integrations with Triplog, Amazon Business, and Mastercard.”*

And as we continue to build on our foundation, we plan to further accelerate our product innovation through deepening AI capabilities, building out no-touch expense submission and by delivering greater value to customers through acquisitions like Emburse credit cards, mobile travel integration leader [Roadmap](#), and [DVI](#) travel analytics. From our response, we are hoping that Region 4 will get a glimmer of the differentiating value and unlimited potential a relationship with Emburse Chrome River could provide.

## Emburse Response to RFP Requirements:



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net) NOTICE TO OFFEROR

Solicitation Number 22-01 Request for Proposal (“RFP”)by

Region 4 Education Service Center (“ESC”)for

Travel Management, Travel Expense Management and  
Related Services

**SUBMITTAL DEADLINE: Tuesday, September 14,  
2021, 2:00 PM CENTRALTIME**

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at [questions@esc4.net](mailto:questions@esc4.net) no later than August 13, 2021. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

#### VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on August 12, 2021 at 10am virtually. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at [cwallace@esc4.net](mailto:cwallace@esc4.net), by August 9, 2021. Offeror's who anticipate attending the pre-proposal conference and send notification will receive an email with call-in instructions prior to the date and time of the pre-proposal conference. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: July 29, 2021

Version April 13, 2020

## I. SCOPE OF WORK

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Travel Management, Travel Expense Management and Related Services. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Travel Management, Travel Expense Management and Related Services, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 40 open-enrollment charter schools, representing more than 1.2 million students, 101,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being “piggybackable.”

***Emburse has read and understands.***

### SERVICE REQUIREMENTS

1. Services: A complete and comprehensive system to support travel management and travel expense management functions and requirements of Participating Public Agencies. Participating Public Agencies may authorize travel for, but not limited to; employees, teams/athletic, student groups, global student accommodations for study abroad program participants, recruiting, and professional presenters (collectively “Authorized Travelers”). The categories include, but are not limited to the following:

- a. **Travel Management Services**

- i. Pre-Travel Approval System
- ii. Travel Reservations/Travel Itineraries
- iii. Transportation
- iv. Lodging
- v. Meetings, Events, Conferences and Conventions
- vi. Duty of Care/Risk Management
- vii. Customer Support

- b. **Travel Expense Management**

- i. Customer Support Services
- ii. Payment and Reimbursement
- iii. System Interface and Integration

c. **Other Related Services/Programs** – Other related services not included in above categories such as, but not limited to:

- i. Air Charters
- ii. VIP or other special services such as Group Travel
- iii. Companion reservation and ticketing
- iv. Layover day-room bookings
- v. Group and Meeting Planning
- vi. Non-Employee and Recruit Travel
- vii. Passport and Visa
- viii. Global Capabilities
- ix. Leisure travel discounts for agency employees
- x. Describe the qualifications and applicability for unused tickets for refund/void/future exchange.
- xi. Include other services and products not mentioned and additional saving opportunities.

Although this section reflects the needs and requirements of Region 4 ESC, OMNIA Partners Participating Agencies may have different requirements. The awarded vendor will have the ability to offer their comprehensive travel management, travel expense management and related services nationally. The travel management, travel expense management and related services may include products and services associated with travel, or any other travel management, travel expense management and related services which OMNIA Partners participants may elect to use. OMNIA Partners participants will sign a supplemental or usage agreement with the awarded vendor substantially based on the terms and conditions of the Region 4 ESC contract. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

*Emburse has read and understands.*

#### NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Appendix D, or as otherwise agreed to. Appendix D contains additional information about OMNIA Partners and the cooperative purchasing program.

*Emburse has read and understands.*

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public

sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

***Emburse has read and understands.***

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing and sales commitments from the Offeror, OMNIA Partners provides marketing and administrative support for the Offeror that directly promotes the Offeror's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Offeror benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Offeror's need to respond to additional competitive solicitations. As such, the Offeror must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Offeror and respond to the OMNIA Partners documents (Appendix D).

***Emburse has read and understands.***

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Travel Management, Travel Expense Management and Related Services purchased under the Master Agreement through OMNIA Partners is approximately \$20M. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

***Emburse has read and understands.***

#### Special Offers/Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

#### Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

***Emburse has read and understands.***

**II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):**

| <b><u>Event</u></b>                         | <b><u>Date</u></b> |
|---|--------------------|
| Issue RFP                                   | July 29, 2021      |
| Pre-proposal Conference                     | August 12, 2021    |
| Deadline for receipt of questions via email | August 13, 2021    |
| Issue Addenda (if required)                 | August 19, 2021    |
| Proposal Due Date                           | September 14, 2021 |
| Approval from Region 4 ESC                  | October 26, 2021   |
| Contract Effective Date                     | December 1, 2021   |

### III. INSTRUCTIONS TO OFFERORS

1. Key Definitions

**Contract:** The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

**Contractor:** Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.

**Days:** calendar days

**Offeror:** A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at [questions@esc4.net](mailto:questions@esc4.net) no later than June 9, 2021. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>.

Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

***Emburse has read and understands.***

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

***Emburse has read and understands.***

Prohibited communications includes direct contact, discussion, or

promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

***Emburse has read and understands.***

4. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.

***Emburse has read and understands.***

5. Proposal Format: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract.





Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

*Emburse has read and understands.*

6. **Binder/File Tabs:**

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

a. Terms and Conditions

Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Tab 3 – Performance Capability

a. OMNIA Partners documents

Tab 4 – Qualification and Experience

a. References

Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)

b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)

c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)(Appendix C, Doc #3)



- d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
- e. Any additional agreements Offeror will require Participating Agencies to sign

*Emburse has read and understands. Emburse has included our Agreement Terms with this submittal that specifically addresses a single SaaS, multi-tenant service.*

*Emburse acknowledges the requirement for the Agreement and where selected as vendor of choice, will negotiate in good faith, those mutual obligations (i.e., compliance with applicable laws, rules and regulations) as well as the supporting administrative and promotion efforts, pricing and minimum purchases in support of OMNIA's Principal Procurement Agencies. We have successfully worked with hundreds of some of the largest organizations and are confident that we can overcome any critical differences.*

- 7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.

*Emburse has read and understands.*

- 8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade

secrets and other proprietary information. After completion of award, these documents will be available for public inspection.

9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:

- a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.

Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.

- b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

- c) Offeror is not currently delinquent in the payment of any franchise taxes.

*Emburse has read and understands.*

- d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

*Emburse has read and understands.*

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

*Emburse has read and understands.*

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

*Emburse has read and understands.*

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_ City,  
State, Zip \_\_\_\_\_  
Solicitation Name and Number \_\_\_\_\_ Due  
Date and Time \_\_\_\_\_

*Emburse has read and understands.*

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

*Emburse has read and understands.*

Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the

Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

*Emburse has read and understands.*

14. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.

*Emburse has read and understands.*

15. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.

*Emburse has read and understands.*

16. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.

*Emburse has read and understands.*

17. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with

the next most qualified Offeror(s).

***Emburse has read and understands.***

18. **Best and Final Offer:** Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.

***Emburse has read and understands.***

19. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

***Emburse has read and understands.***

20. **Quality of Materials or Services:** Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

***Emburse has read and understands. This is not applicable to a SaaS delivery model.***

21. **Samples:** Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable

requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.

***Emburse has read and understands. This is not applicable to a SaaS delivery model.***

22. **Formation of Contract:** A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.

***Emburse has read and understands.***

23. **Multiple Awards:** Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.

***Emburse has read and understands.***

24. **Non-Exclusive:** Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.

***Emburse has read and understands.***

25. **Protest Procedure:** Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

- a) Name, address and telephone number of protester;
- b) Original signature of protester or its representative;
- c) Identification of the solicitation by RFP number;
- d) Detailed statement of legal and factual grounds including copies of relevant documents; and
- e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

*Emburse has read and understands.*

#### IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:
  - a) Products/Pricing (40 Points)
  - b) Performance Capability (30 Points)
  - c) Qualification and Experience (20 Points)
  - d) Value Add (10 Points)

*Emburse has read and understands.*

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

**a) Products/Pricing**

*Emburse has read and understands. Pricing and responses have been provided in Folder 2.*

**b) Performance Capability**

*Emburse has read and understands. Performance Capability responses have been provided in Folder 3.*

**c) Qualification and Experience**

*Emburse has read and understands. Qualification and Experience responses have been provided in Folder 4.*

**d) Value Add**

*Emburse has read and understands. Qualification and Experience responses have been provided in Folder 5.*





Folder 1 Appendices A and B

Folder 2 Products and Pricing

Folder 3 Performance Capability

Folder 4 Qualifications and Experience

Folder 5 Value Add

Folder 6 Additional Requirements Documents

**APPENDIX A**  
**DRAFT CONTRACT**

This Contract ("Contract") is made as of \_\_\_\_\_, 202X by and between \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") and Region 4 Education Service Center  
("Region 4 ESC") for the purchase of \_\_\_\_\_ ("the  
products and services").

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_ for \_\_\_\_\_ ("RFP"),  
to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in  
providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract  
between the Contractor and Region 4 ESC, having its principal place of business at 7145 West  
Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these  
terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4  
ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all  
attachments referenced herein. In the event of a conflict between the provisions set forth below  
and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and  
private primary, secondary and higher education entities, non-profit entities, and agencies for the  
public benefit ("Public Agencies") may purchase products and services at prices indicated in the  
Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless  
terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the  
right to renew the Contract for two (2) additional one-year periods or portions thereof. Region  
4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region  
4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three  
hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the  
initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may  
mutually agree to extend the term of this Agreement. Contractor acknowledges and  
understands Region 4 ESC is under no obligation whatsoever to extend the term of this  
Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this  
agreement, and described in the RFP, incorporated herein by reference as though fully set  
forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;
    - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.



- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT**  
**SIGNATURE FORM**

The undersigned hereby offers and, if awarded, 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.

**Company Name:** Chrome River Technologies, Inc., part of the Emburse Group, for itself and on behalf of its Affiliates ("Emburse")

**Address:** 5757 Wilshire Boulevard, Suite 204

**City/State/Zip:** Los Angeles, CA 90036

**Telephone No.:** 1 (888) 781-0088

**Email Address:** matt.gahr@emburse.com

**Printed Name:** Matt Gahr

**Title:** Chief Revenue Officer

**Authorized Signature:**



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**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term: 3 years \_\_\_\_\_ to  
\_\_\_\_\_

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Region 4 ESC Authorized Board Member

---

Date

---

Print Name

---

Region 4 ESC Authorized Board Member

---

Date

---

Print Name



**Appendix B**  
**TERMS & CONDITIONS**  
**ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. (*Note: If none are listed below, it is understood that no exceptions/deviations are taken.*)
- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

**\*\* please note: page numbers below are based on the original RFP documentation**

| Section/Page | Term, Condition or Specification   | Exception/Proposed Modification  | Accepted (For Region 4 ESC's use) |
|--------------|------------------------------------|--|-----------------------------------|
| 1/26         | Draft Contracts: Term of agreement | Pricing is as provided in the 2(a), Pricing, subsection (vi) of the proposal.  |                                   |
| 2/26         | Draft Contract: Scope              | Subject to mutually agreed upon SaaS based service terms. The Chrome River deliverable is a consumable SaaS service that is based on a public cloud structure. Under a subscription grant Region 4 ESC would access this consumable on-demand service to address your policies, workflows, business rules, and processes. An appropriate redline to the Draft Contract would require, at a minimum, a subscription grant, restrictions on use, and ownership. This grant is coupled with obligations for Region 4 ESC's to grant Chrome River access for its support service needs. In short, Chrome River is able to provide a service that meets the particular needs of its customers through a rich and broad set of service features. However, as a SaaS provider, our service delivery model cannot be significantly altered, and therefore, our prospective customers need to be aware that certain contractual terms are necessary for the delivery of the subscription. |                                   |
| 8/27         | Draft Contract: Novation           | Chrome River reserves the right to assign its rights and obligation under the Contract, in whole but not in part, without the other party's permission, in connection with any merger, consolidation, sale of all or substantially all of such assigning party's assets, or any other similar transaction; provided, that the assignee; a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the assignor under the Agreement; and (c) agrees to be bound by the terms and conditions of the Agreement. The Agreement is binding on the parties hereto and their respective  |                                   |

|  |  |                                  |  |
|--|--|----------------------------------|--|
|  |  | successors and permitted assigns |  |
|--|--|----------------------------------|--|

| Section/Page | Term, Condition, or Specification   | Exception/Proposed Modification   | Accepted (For Region 4 ESC's use) |
|--------------|---|---|-----------------------------------|
| 9/27         | Draft Contract: Contract Alterations                                      | To be mutually agreed upon.   |                                   |
| 11/27        | Draft Contract: cancellation for Non-Performance or Contractor Deficiency | Chrome River believes that a ten (10) day cure period is not sufficient to provide Chrome River a reasonable opportunity to address potential issues that Region 4 ESC may identify and therefore would requests a thirty (30) days cure period.  |                                   |
| 11c/28       | Draft Contract: Delivery/Service Failure                                  | Chrome River cannot accept the obligation for reimbursement for replacement services.   |                                   |
| 11d/28       | Draft Contract: Force Majeure   | Agreed in concept; however, payment would be required where Region 4 ESC continues use of the service. We can edit to allow for termination based on a mutually agreed upon Chrome River Force Majeure event that prohibits Region 4 ESC access to the service (i.e., ~15 businessdays).  |                                   |
| 13/29        | Draft Contract: Survival  | As a SaaS solution, ongoing performance warranties expire when the Service is terminated as access to the service will no longer be available. Survival would include: Restrictions, Ownership, Data Processing obligations, Limitation of Warranty, Limitation of Liability, Obligations upon termination, and General provisions.   |                                   |
| 14/29        | Draft Contract: Delivery  | As the service contemplated is a SaaS service, access to theservice would occur during the implementation. Region 4 ESC will have the ability to validate its configuration prior to live operation.  |                                   |
| 15/29        | Draft Contract/Inspection & Acceptance                                    | As provided under clause 14 above, Region 4 ESC will have the ability to validate its configuration prior to live operation.  |                                   |
| 16/29        | Draft Contract: Payments  | Payments are made in the 2 following formats: (i) implementation fees payable at time of implementation; and (ii) subscription fees (paid in accordance with Region 4ESC's elected subscription plan).  |                                   |
| 18//29       | Draft Contract: Audit   | Audit to be limited to no more than once annually and at a time mutually agreeable to the parties within no more than 3 weeks from the date of notice. The basis: The Service provides Region 4 the ability to validate the transactional quantity and invoiced – this is a standard report that Region 4 ESC can either run manually or setup for automatic generation. In that the ability to validate and dispute exists, CR requires Region 4 to support the above reasonableprocess. |                                   |
| 20           | Draft Contract: New Products/Services                                     | New services and pricing are subject to negotiation.  |                                   |
| 21/30        | Draft Contract: Options   | As some of the Chrome River services are third party based subscription or are priced separate of the base services,standard discounts may not be applicable.   |                                   |
| 30/31        | Draft Contract: Indemnity   | Indemnification applies to third party claims related to: (i) infringement indemnification; and (ii) to the extent based on a breach of data processing obligations that results in the unauthorized disclosure of personal data to a third party.  |                                   |

## Folder 2 Products and Pricing

### a) *Products/Pricing*

#### i. Travel Management Services

- i. Describe products, services and travel management services packages. Will a participating public agency be able to create a travel management services solutions package(s) based on their needs? Detail your response.

***Emburse:***

*For Travel Agency services, we recommend use of UniGlobe or another qualified agency that successfully responds to this RFP and is chosen by Region 4. Emburse Chrome River's responses to this section provide information for an Online Booking Tool technology provided by our strategic partner Deem, a Duty of Care solution provided by our partner Terra Dotta and a Travel Expense Management platform provided by Emburse Chrome River. All solutions have working integrations and via Single Sign On provide a seamless end to end user experience. Participating agencies will have the ultimate flexibility in creating the travel management services solutions and packages that best meet their needs. They will be able to pick and choose the services that make the most sense for their specific circumstances.*

*Emburse Travel powered by Deem's flagship product is Etta: a modern web-based and mobile booking and travel management platform which offers robust content from GDS and non GDS sources, policy groups and configuration, and approval workflow for travelers, travel managers and travel management companies.*

*Deem's mission is to create intuitive, personalized, and productive experiences for travelers, delivering exceptional value and insights for businesses. When coupled with Emburse Chrome River, the end-to-end travel booking and expense process provides greater expense visibility while enabling an easier process for Travelers.*

*On the front end of the travel planning and booking process, Emburse Chrome River integrates with Deem, the mobile and online travel platform. Deem Open Expense allows both mobile and online travel booking transactions to flow automatically into the Chrome River expense platform, providing a seamless user experience.*

*Benefits of travel and expense integration include:*

- *Complete travel lifecycle management: search, book, enroute travel enablement, and reimbursement*

- *Seamless travel Itinerary flow from Deem to Chrome River*
- *Automated creation of an expense report and attach trip details, receipts for approval*
- *Notification – email and mobile for each step of the process*

- ii. Describe your system and process for pre-travel authorization of planned travel for Authorized Travelers and your ability to ensure agency travel policy is met.

***Emburse:***

*Emburse Travel powered by Deem provides pre-trip approval for either all trips or non-compliant trips.*

*For trips out of compliance, itineraries are audited to determine very specific policy violations. If an itinerary matches one of several criteria, the pre-trip approval process is triggered.*

*JavaScript can be used to enhance the policy measures, to include international flights, trips that don't include hotels, out-of-policy trips, etc.*

*Approvers, (who can either be the traveler's manager or a designated approver, receive a request for approval. The complete travel itinerary is included, and for non-compliant pre-trip approval, the lowest airfare offered is detailed. The approver can view traveler comments and reason codes.*

*A link to Approve or Decline trip can be clicked, from desktop or from mobile devices, and the approver can add a message that is returned to the traveler.*

*If no approval is obtained within a defined period the request can be forwarded to a second approver, which can be an email alias for improved process management. If the second approver does not respond, the action can be either to cancel or ticket the trip.*

- iii. Offeror will describe the procedures by which they will provide airline ticket reservation services, ground transportation and all car rental reservation services for Authorized Travelers upon request. If Offeror proposes to enter into discount agreements with specific airlines and/or other travel service providers, the discounts and the processes that will be utilized to enter into such agreements must be described in detail.

***Emburse:***

*Deem has traveler-centric and innovative technology that fosters online adoption and compliance across all regions for greater control and visibility. With an advanced, retail-like user interface across desktop and mobile, Deem customers achieve a best in class adoption rate.*

- *Automatic Ticket Exchange allows travelers to modify, change, or refund unused tickets by automatically recalculating complex fares, penalties, taxes, and fees for domestic and international flights, greatly reducing telephonic support needed.*
- *Comprehensive mobile app and desktop with a 99.8% system uptime puts all the functionality at both travelers and arranger's fingertips when they need it.*
- *High performing delegate functionality with unique access to change, cancel, book again, add a service, and view itinerary regardless if the delegate was the one to book the reservation.*
- *Google's ITA Search Engine provides unparalleled air fare search with more options, in a shorter time frame, than GDS-only solutions. Dynamic sorting allows travelers to find their preferred option quickly.*
- *Pin-a-seat allows travelers to view seat availability during the booking process and pin available seats across 9 different flights.*
- *Deem's in-system support bot – HelpMe, keeps users in the tool and greatly reduces internal support cases and questions.*

*The Deem Etta platform offers both desktop and mobile platform for users to secure air, car, ground and hotel reservations for all Authorized Travelers. Both the desktop and the mobile platform will be configured with all company hierarchies and policies to ensure travelers are booking within guidelines set by the customer. Discount rates that the Travel Agency (TMC) or the Customer secures can be configured into the system for use by the Authorized Travelers.*

- iv. Offeror will provide lowest hotel rate options and will describe the procedures by which they will provide rates for hotel reservation services. Describe the process for lodging accommodations for Authorized Travelers.

***Emburse:***

*As mentioned above, the Deem Etta platform offers both desktop and mobile platform for users to secure air, car, ground, and hotel reservations for all Authorized Travelers. Both the desktop and the mobile platform will be configured with all company hierarchies and policies to ensure travelers are booking within guidelines set by the customer. Discount rates that the Travel Agency (TMC) or the agency secures can be configured into the system for use by the Authorized Travelers. In addition, Deem provides an enhanced hotel booking experience with advanced logic for sorting and searching hotels, integrated Booking.com inventory, and TripAdvisor.com reviews.*

- v. Offeror must provide agency designated employee(s) and

Authorized Travelers with complete trip itinerary immediately following completion of reservation, to include at a minimum:

- Carrier(s) information
- Flight number
- Departure and arrival date(s)/time(s)
- Ground transportation at destination
- Hotel information, including name, telephone number and location
- Vehicle rental information, including name, pickup location, telephonenumber, and driving directions, if necessary; and
- Offeror's nationwide toll-free phone number, along with the nationwidetoll-free phone number of accommodations provided in the itinerary. Offeror will provide delivery of itineraries by one of the following:
  - Email, facsimile, USPS, Courier; or
  - Overnight or 2-day at applicable agency cost, unless the need for overnight/2-day delivery is the result of an untimely delivery caused bythe Contractor when the booking was timely made by the Authorized Traveler. In this case, the Contractor shall pay the delivery fee. Describe the process for providing travel and lodging itineraries to agencydesignated employee(s) and Authorized Travelers and include any additional information to be presented on itineraries.

**Emburse:**

*Yes, all of the above information is provided on the traveler itinerary immediately upon booking: carrier information, flight number, departure and arrival date/time, ground transportation information is served up within the booking flow, car rental confirmation information is included on itineraries, hotel information (name & location), vehicle rental company name, confirmation number, dates and pick up location is included on itineraries, and contact numbers for agency support are included.*

*USPS or mail carrier costs/overnight processing fees are not applicable to or the Deem online booking platform as all transactions are 100% electronic.*

- vi. Offeror will describe their process and ability to assist agencies in developing virtual, hybrid or face-to-face meetings to include the creation of agenda/itinerary and booking of venues for events, trade shows, meetings, conferences, and conventions. Offeror will provide agencies with a listing of available venues and amenities provided through each.

**Emburse:**

*Emburse Travel powered by the Deem Etta platform currently integrates with Cvent. After registration through Cvent, Deem can be accessed for a tailored*

*booking experience. Meeting specifications can be tailored to support multiple meeting products, for example “air only”. Deem Etta and Cvent support both profiled and non-profiled travelers. Profiled travelers can leverage existing profile data. Non-profiled travelers will be prompted to enter required profile data to complete a booking.*

- vii. Offeror will describe their duty of care/risk management process, pricing, and services to include, but not limited to:
- Health, safety, and security information for authorized travelers
  - Flight insurance and other insurance coverage(s)

***Emburse:***

*Duty of Care/Travel Risk Management components are provided by the following strategic partners of Emburse Chrome River:*

***Terra Dotta:*** *Terra Dotta is an organization with a sole focus on both international and domestic traveler safety. Terra Dotta has deep experience in Education and has protected students and employees in international travel and study abroad programs for close to 20 years.*

*Keeping travelers safe is a priority for every institution. Political uprisings, weather events and global crises, such as the COVID-19 pandemic, require quick action to notify travelers about potential risks and bring them home if required. Terra Dotta’s Enterprise Travel Risk solutions help you meet your duty of care and reduce institutional risk and liability.*

*A travel registry to organize traveler information while easily capturing travel itineraries, mitigate institutional risk and drive compliance. The process solves in managing travelers by travel data via entry form or forward email travel confirmations directly from airlines and hotels. This helps you understand your institution’s global footprint by capturing travel activity in a single system. In driving consistency in compliance, you will reduce institutional liability and financial exposure with flexible approval processes and workflows based on destination risk level and traveler attributes to enforce your policies. Your organization will gain additional insight into information regarding travel through questionnaires and electronic signatures on waivers. The system includes analytics to ease reporting requirements and create enhanced visualizations.*

*For health, safety, and security information on authorized travelers, an AlertTraveler system provides your travelers with up-to-date country and city intelligence to prepare them for travel. In helping your travelers to ensure individual well-being with location-specific, personalized safety ratings, the system is proactive in alerting when an emergency may affect them.*



*The solution offers a monitoring dashboard that covers a variety of key travel risk components including access to alerts and data for travel conditions, health threats, governmental travel alerts, and other information. This dashboard is accessed directly on the web or via the mobile application by administrators, ensuring efficient access to critical data regardless of location. Different alerts/data categories available in the duty of care are:*

- Security
- Transportation
- Environment
- Health
- Entry/Exit
- Legal/Political
- Communications/Technology
- Culture
- Financial
- Risk Rating
- Institution Generated Alert
- Language
- Other

*The system includes an additional accessible dashboard of health, safety, and security information based on both an individual's travel itinerary as well as GPS location settings. This in-depth dashboard is available for your travelers through a mobile application or directly through the travel registry itself before their departure. The dashboard includes information for their location covering:*

- DOS rating
- CDC rating
- Current active alerts
- Political conditions
- Security issues
- Crime, Law, & Corruption
- Personal Safety
- Health Advisories
- Local Safety Map which includes composite safety scores for a city, nighttime safety, women's safety, physical safety, theft, basic freedoms, health & medical, and LGBTQ+ safety).

*This approach enables travelers to access information regardless of the device they are using to ensure they are properly prepared before travel and aware of emergency events and changing conditions as they travel. During travel, travelers may request help with the touch of a button on mobile devices. With quick-dial emergency service numbers available for the traveler's actual*

*location and cached country intelligence and emergency contact information on traveler phones for offline access*

*For administrators who manage travelers, they may easily send travelers check-in requests and verify traveler safety. This includes a chat feature to better communicate with a traveler requesting assistance. Administrators create your institution's own command center for locating, communicating, and accounting for your travelers. Multiple communication avenues are an important part in minimizing risk. The system supports push notifications by email and SMS text messaging to all travelers in delivering proximity alerts to expand region of impact and/or send institution-specific alerts.*

**Deem:** *In addition to the above services offered through Terra Dotta, Deem also offers Duty of Care features as part of its online booking technology, Etta.*

*Empower your people with the tools they need to regain confidence when traveling. Etta's Travel SafetyCheck feature is built into the booking flow to help guide your travelers to safer travel choices. Detailed and up-to-date health and safety information (powered by Geosure) based on location and airline is just one click away. Travelers can access information on location-specific COVID-19 cases, neighborhood nighttime safety, neighborhood theft, airline cleanliness, and more. Overall health and safety assessments enable travelers to compare hotels and airlines, making sure they are comfortable with their upcoming trip.*

*Etta's Travel SafetyCheck feature helps reduce organizational risk, ensures travelers are safe, and increases traveler confidence and awareness. This service is free to Deem Etta customers*

ii. Travel Expense Management Services

- i. Describe products, services and travel expense management services packages. Will a participating agency be able to create a travel expense management services solutions package(s) based on their needs? Detail your response.

**Emburse:**

*Emburse Chrome River provides the most comprehensive and flexible set of travel expense management solutions in the market today. Chrome River EXPENSE is a leading expense management solution that enables your organization to streamline processes, reduce costs and increase visibility and compliance, all while providing the ultimate employee experience. Our fully mobile solution enables your employees to work while on the go or at their desktop. Whether your organization operates across multiple countries, or just one, we can scale with you. Key aspects of the Emburse Chrome River Travel and Expense Management platform are:*

- *Base Solution includes: Pre Approval, Expense Management, Card program integration, GSA per diem rates, hotel folio itemization, Google*

*maps mileage integration, system standard reports, optical character recognition, Test and production environments, Customer Success Manager*

- *Optional Functionality includes (datasheets attached): Emburse Audit, Analytics Pro business intelligence reporting, Insight Advisor, Emburse Solution Administrator, GPS mileage tracking, Employee ACH reimbursement*
- *Participating agencies will be able to customize travel and expense management packages specific to their needs.*

- ii. Offeror will describe their process and system for expense managementservices and functionality with agencies' existing accounting system.

***Emburse:***

*The Emburse Chrome River system offers open integration options with any of a customer's systems and third-party vendors. We offer both REST API options as well as Secure File Transfer options. In addition, we offer full integration via API based connectors for many market leading ERP and HCM solutions. Typically, inbound data to Emburse Chrome River from an agency accounting system will include: general ledger account strings, projects, vendors, users. User data may also come from an agency's HCM system if it has one. Data that posts back to an agency's accounting system consists of fully approved journal entries (JVs) as well as A/P vouchers. Payments can be made to an agency's employees directly from Chrome River if desired.*

- iii. Describe procedures and/or systems in place to manage travel, transportationand lodging upgrades and additional cost avoidance.

***Emburse:***

*If the agency chooses to use the travel platform powered by Deem, both the desktop and the mobile platform will be configured with all company hierarchies and policies to ensure travelers are booking within guidelines set by the agency.. Discount rates that the Travel Agency (TMC) or the Customer secures can be configured into the system. In addition, any upgrades that are purchased subsequently can be flagged by Emburse Chrome River. Chrome River also has a Pre-Approval module so actual expenses can always be compared to pre-approved expenses. The agency's policies will be displayed to the traveler or delegate submitting the expense. The expense many also route to specific approvers based on the compliance rules around travel upgrades. The agency will be able to specify whether overages are paid, denied, etc.*

- iv. Describe procedures and/or systems in place for travel expense reimbursement approvals and payments.

***Emburse:***

*As described throughout this section, Emburse Chrome River, provides a comprehensive solution, fully mobile travel expense management platform. In addition, card program integration provides for the 'one-stop' shop to process all of an agency's expenses whether they are travel or non-travel (via Pcard) related. Approvals can setup based on any attribute of the expense type, the allocation, the employee, or any combination of these categories. There is no limit to the levels of approval routing that can be set up by an agency. In addition, Chrome River supports line item approval routing which allows individual lines of an expense report to follow specific approval routing based on the attributes of the expense. This avoids approvers having to review line items that do not pertain to them. Payments/reimbursements can be made directly to agency employees from Emburse Chrome River via ACH. If the agency already has established payment procedures set up through either payroll or its account system, Emburse Chrome River will create an export of fully approved expense items which can be imported into the applicable payroll/accounting system via Secure File Transfer, REST API, or API connector. The method of integration will depend on the agency's choices and the capabilities of the applicable accounting/ERP/HCM/Payroll systems.*

- v. Offeror will describe their claim compliance validation process and their ability to support GSA per diem rates.

***Emburse:***

*The heart of Chrome River is a highly configurable business rules engine that allows each customer to have an extremely tailored user experience. Report types, expense types, customer defined fields (dynamic), policy compliance, approval routing, tax rules, security rules and more are easily configured to meet customer-specific requirements across multiple travel policies.*

*With our Per Diem Wizard, Region 4 employees simply need to enter the start and end dates/times and the location of travel and EXPENSE will automatically calculate GSA per diem rates. Users can also deduct meals (e.g., if the employee is attending a conference and lunch is included) in a single click.*

*In addition, Region 4's Chrome River administrator(s) can load and maintain custom per diem rates at no cost. Chrome River can hold multiple per diem and daily allowance rates, each maintained in a separate table. Access to these rates is via a wizard so users can easily enter in their allowance dates and then process deductions against the daily values where required.*

- iii. Related Services

Offeror shall include experience, capabilities, and overall services to include, but not limited to, the following:

- o Air Charters

***Emburse:***

*We do not provide air charters. These services may be contracted through your Travel Management Company (TMC). We are proposing Online Booking Tool technology and services via the Deem/Etta platform.*

- VIP or other special services such as Group Travel

**Emburse:**

*These services are typically provided by your TMC.*

- Companion reservation and ticketing

**Emburse:**

*Yes, these features are supported by the Deem Etta platform.*

- Layover day-room bookings

**Emburse:**

*This may be supported by either the TMC or the Deem Etta platform depending on the specific situation.*

- Group and Meeting Planning

**Emburse:**

*Events are supported via Cvent by the Deem Etta platform. In addition, your chosen TMC may provide additional services in this area.*

- Non-Employee and Recruit Travel

**Emburse:**

*Yes, non-employee and recruit travel is supported by either delegate functionality or self-service by the non-employee/recruit.*

- Passport and Visa

**Emburse:**

*Deem supports notification of expired passport and the institution or agency's Dynamic Site Messaging can be configured to advise requirements of passports. However, travel risk solutions like Terra Dotta (also included in this RFP response) provide these notifications as well. Finally, your chosen TMC may provide specific Visa and Passport services.*

- Global Capabilities

**Emburse:**

*Yes, all solution sets proposed in this response have specific expertise in global capabilities from Travel Risk Management (Terra Dotta), Online Booking technology (Deem Etta), to Travel Expense Management (Emburse Chrome River).*

- Leisure travel discounts for agency employees

**Emburse:**

*The customer can direct who are Authorized Users of Deem's Etta system. The customer can also authorize any discounts that can be used by Authorized Users. Deem does not negotiate program discounts but can configure air/hotel/car discount rates negotiated by customer or Travel Management Company on the Etta platform.*

- Describe the qualifications and applicability for unused tickets for refund/void/future exchange.

**Emburse:**

*Etta Automated Ticket Exchange is a proactive technology that allows travelers to change, cancel, re-book, or apply unused tickets directly in the desktop and mobile platform. The tool recalculates complex fares, penalties, taxes and fees for domestic and international flights.*

- Include other services and products not mentioned and additional saving opportunities.

**Emburse:**

*Deem customers experience cost savings in three ways.*

1) *Reduced Travel Costs:*

*Deem can reduce costs by maximizing discounts on preferred vendors through vendor preferencing; Dynamic Site Messaging can instruct users to consider best travel options; our proprietary Automated Ticket Exchange reduces loss of unused tickets.*

2) *Reduced Fulfillment Fees:*

*Increased adoption can reduce transaction costs. Our proprietary Automated Ticket Exchange capability reduces full touch agency fees.*

*Improved Productivity:*

3) *Reduced time to create a booking provides additional time to the employee for more productive activities. Our proprietary Automated Ticket Exchange capability provides time savings through faster search results, access to more content and integrated systems, such as calendaring.*

*Additionally, Deem can assign a designated Customer Success Consultant who acts as a primary point of contact between you and Deem and manages overall program success and relationships. In addition to their other responsibilities, the CSC understands your internal business environment and documents your defined goals to ensure the success of your travel and expense program, then measures, analyzes and supplies updates on your defined key performance indicators (KPIs) for Deem solutions.*

iv. Customer Support Services

Offeror must describe the process and system by which they will provide agency employees and/or authorized travelers with customer support service to include those agency employees and/or authorized travelers in travel status, including:

**Emburse:**

*Deem Service and Support is best in class. As part of our deployment process, we provide training and communication to end users and Administrators prior to Go Live. This includes online tutorials, FAQs, sample screenshots and videos within the platform to assist travelers in completing their transaction.*

*However, most users find our online support solution, "HelpMe," most effective. HelpMe provides targeted guidance in the form of "Walk-throughs." When users want to know how to complete a certain task, like changing a trip, they can search "Change Trip," and HelpMe will walk them through the system, pointing out where to click with explanations along the way. The user completes the task and learns at the same time. It's neither a training environment, nor a dry list of FAQs, but actually walks the user through their live environment.*

- Agency employees and authorized traveler self-service portal (mobile and/or web-based solution)

**Emburse:**

*Yes, support is provided for the Deem Etta's web based and mobile solutions.*

- Reservation confirmations

**Emburse:**

*Yes, Deem provides reservation confirmations via itineraries.*

- Checks to ensure that travelers adhere to contracting agency's travel policy

**Emburse:**

*Yes, the Deem Etta Online Booking platform uses the Customer policy to serve up in policy travel options to ensure adherence to policies. In addition, the fully integrated Emburse Chrome River Expense Management platform will also have business rules configured for each institution/agency's specific policies. Any travel spend that is out of policy will be flagged via compliance warnings. All out of policy spend is reportable via the Emburse Chrome River analytics platform.*

- 24-hour per day, 365 days per year, emergency travel assistance for agency employees in travel status, including notifications of any emergency events or localized disasters, arrangements for traveler in the event of a family emergency, and providing alternatives to cancelled flights

**Emburse:**



*In addition to services provided by your chosen Travel Management Company, travelers can receive proactive travel alerts through email, phone call or text message from the Deem Etta platform. These alerts are also delivered within the mobile app. Travelers can make, change or cancel reservations on the mobile app.*

*Push notification to traveler include:*

- *Gate and departure updates*
- *Alternate flight recommendations*
- *One click accept and rebook flight*
- *Itinerary re-alignment*

*Finally, the Travel Risk Management services provided by Terra Dotta (and outlined in the Travel Risk Management section of this response) are designed specifically to assist with alerts regarding disasters and emergency events.*

o **Provide copies of current and past itineraries**

***Emburse:***

*Itineraries can be accessed, printed and downloaded. There is currently no limitation on how far back travelers can search for Itineraries.*

**Provide general travel information, including free estimates for travel costs upon request; and Addressing and resolving all complaints from agency employees and authorized travelers regarding their travel requests**

***Emburse:***

*Effective communication is vital to the success of an online booking solution. Deem provides a number of ways to communicate with end users.*

- *Site Alerts appear at the top of the landing page, accessed through a red icon.*
- *Company information appears on the landing page for detailed information primarily directed to novice users.*
- *Dynamic Site Messaging (DSM) can be added to any screen and can be static messaging or triggered by content on the screen (e.g., when booking Southwest Airlines, remind users that Southwest charges no fee for checked bags). This is an effective tool for communicating key information and can vary by user group.*

*Travelers can receive proactive travel alerts through email, phone call or text message. These alerts are also delivered within the mobile app.*



*Travel details can be viewed under the Reservations tab, for both existing and past trips, allowing automatic trip templates for ease of replicating future reservations. These details reside in both the desktop and mobile versions of Deem.*

*Once a complete itinerary is selected by a delegate, arranger, or traveler, it can be shared with anyone else, and that person can reply, via email, with additional comments. The details include pricing for budgetary planning*

*Additionally, all itinerary elements are added in the traveler's outlook or Google calendar. Arrangers receive confirmation emails, but traveler details are placed on the traveler's calendar.*

v. System Interface and Integration

**Describe your solution interface and any integration necessary for the delivery of your solution, but not limited to, the following:**

- o Travel Planning
- o Hotel, airline and car rental billing integration

***Emburse:***

*As mentioned throughout this section, Deem's flagship Online Booking Solution, Etta, is a modern web-based and mobile booking and travel management platform which offers robust content from GDS and non GDS sources, policy groups and configuration, and approval workflow for travelers, travel managers and travel management companies. It satisfies both the Travel Planning as well as the hotel, airline and car rental billing integration.*

*Deem's mission is to create intuitive, personalized, and productive experiences for travelers, delivering exceptional value and insights for businesses. When coupled with Chrome River, the end to end travel booking and expense process provides greater expense visibility while enabling an easier process for Travelers.*

*On the front end of the travel planning and booking process, Chrome River integrates with Deem, the mobile and online travel platform. Deem Open Expense allows both mobile and online travel booking transactions to flow automatically into the Chrome River expense platform, providing a seamless user experience.*

*Benefits of travel and expense integration include:*

- *Complete travel life cycle management: search, book, travel notifications and reimbursement*
- *Seamless travel Itinerary flow from Deem to Chrome River*
- *Automated creation of an expense report and attach trip details, receipts for approval*
- *Notification—email and mobile for each step of the process*

- Claims compliance validation and reimbursement processing

**Emburse:**

*The Emburse Chrome River Expense Management platform offers a comprehensive compliance validation and reimbursement processing system. Each agency's compliance rules are managed by our robust business rules engine. This includes approval routing based on compliance as well as individual attributes of the user, the expense type, the amount, the funding source, and any other attribute configured into the system for the agency. Reimbursement to an agency's employees can be managed directly from the Chrome River Expense platform via ACH, or we can create an export file that will support fully approved A/P voucher data that will flow seamlessly to the agency's accounting system or HCM/payroll system for payment. These options are included with every implementation.*

- Automated notification system

**Emburse:**

*In general, the Emburse Chrome River Expense Management platform provides notifications for many different user and system scenarios. Both users and approvers are notified of any expense report that requires action – whether that is approval, or correction, etc. Additional user based notifications include: Compliance Warnings, Violations, unused credit card items, escalations (for reports sitting after x number of days, etc.) Notifications can also be configured to send to system administrators regarding any failed transactions, as well as other system related information.*

- Receipt scanning with Optical Character Recognition (OCR) capabilities

**Emburse:**

*The Emburse Chrome River Expense Management platform offers fully embedded OCR for every receipt regardless of how it is submitted to the system. Other solutions will require that receipts are 'emailed' or 'submitted via a specific app'. The Emburse Chrome River platform applies optical character recognition on receipts submitted in any way the user desires – mobile app, scan and upload, email forward, or direct integration with the Deem travel booking platform or the specific travel vendor. This includes full itemization of hotel folios regardless of whether the hotel is a major chain or a boutique hotel. There are no special booking requirements or supplier agreement requirements in order for the OCR technology to work on a receipt.*

- 24/7 data security including recovery solutions

**Emburse:**

*Chrome River is audited annually for SOC 1 and SOC 2 compliance; our data centers are audited annually for SOC 1, SOC 2 and SOC 3 compliance. Chrome River applications are fully certified to ISO 27001 and fully PCI DSS compliant. All*

*databases are encrypted and all system data is encrypted both at rest and in transit. All data is housed at highly secure data centers. Chrome River complies with the following regulatory regimes: ISO 27001, NIST 800-53, SOC 1, SOC 2, HIPAA, PCI DSS, GDPR (European Union) and PIPEDA (Canada). Copies of our certifications are available upon request.*

- o Customization of data imports and exports to meet agency system requirements

***Emburse:***

*The Emburse Chrome River Expense Management platform allows for fully customized data exports programmed to the participating agency's system needs. Exports from Emburse Chrome River to the agency's accounting system/HCM/Payroll System include: journal entries, fully approved A/P vouchers. Data imports include data from an agency's systems of record such as ERP/Accounting/HCM and Payroll. Emburse Chrome River provides options including open REST APIs, Connectors (included in pricing section and dependent on the ERP/HCM), and Secure File Transfer.*

- o Describe any additional interface and/or integration solutions which are part of the services provided by Offeror

***Emburse:***

*The Emburse Chrome River Expense Management platform is continuously evolving in integrations that are available to its customers. Included in every implementation are:*

- 1) Credit card integrations
- 2) Travel data integrations
- 3) SSO
- 4) SFTP options for both imports and exports
- 5) REST API options for both imports and exports
- 6) Connectors (ERP/HCM dependent)

vi. Pricing

- i. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity, growth, annual spend, guaranteed quantity, etc.
- ii. Offerors shall provide pricing based on a discount from offeror's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of Offeror's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any

category or categories.

***Emburse has read and understands. Pricing and responses have been provided below.***

*The pricing schedule provided includes discounting off standard list pricing. Additional discounts may be available for high volumes, and/or multi-product orders.*

*Rebates may be available if an agency chooses to utilize Emburse cards or B2B Payments (described in the Value Add section and in Attachment 11).*

- iii. Discounts proposed should remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first twelve (12) months after contract award.

***Emburse has read and understands. Pricing and responses have been provided below.***

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

***Emburse has read and understands.***

- iv. Is pricing available for all products and services?

***Emburse:***

*Pricing has been provided for Online Booking Tool technology, Travel Risk Management (Duty of Care), as well as Travel Expense Management. Emburse is not bidding on the Travel Agency Services. Our technology for the Online Booking Tool and Travel Expense Management can be combined with whichever Travel Agency is chosen.*

- v. Describe how customers verify they are receiving Contract pricing.

***Emburse:***

*They will be able to compare it to the 'not to exceed' pricing schedule provided in this section.*

- vi. Describe payment methods offered.

***Emburse:***

*Preferred payment methods are ACH, Emburse cards, or other credit card program. If the agency cannot use any of these payment methods, checks can be accepted.*

- vii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

***Emburse:***



*Pricing will remain constant throughout the contract term. Pricing updates in response to inflationary adjustments typically occur annually or every 2 years.*

viii. Describe how future product introductions will be priced and align with Contract pricing proposed.

***Emburse:***

*Future product introductions will be priced with a similar strategy as those offered in this response, with 'not to exceed' amounts that represent an already discounted rate from list pricing. Solutions that are service-based and involve Emburse personnel vs software only, will not be subject to additional discounts.*

ix. Provide any additional information relevant to this section.

***Emburse:***

*We have provided pricing in this section relevant to the services required and requested by Region 4. Additional pricing is provided for the solutions mentioned in our response to the Value Add section of this RFP.*

x. Propose available ordering methods – online ordering, order tracking, search options, order history.

***Emburse:***

*Agencies will receive and sign an Order Form specific to the products and services for which they wish to contract. An Emburse representative will guide the agency through the process.*

## **Method of Payment**

Participating public agencies may require the use of Procurement Cards or other payment method requirements for travel, lodging, out-of-state vehicle rentals. Offeror must be prepared to accept procurement card(s) when reserving and booking travel requests.

***Emburse:***

*Yes, procurement cards are one of the preferred methods of payment described above.*

Federal Funding Pricing Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F.

***Emburse:***

*Emburse has read and understands.*





Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

***Emburse:***

*Emburse has read and understands.*

*The pricing submitted is not to exceed pricing.*

The awarded Offeror will work with the Participating Public Agency to develop a scope of work and services to be performed under this Contract with pricing to be determined from pricing submitted in response to this proposal. During implementation of the system, the awarded vendor will be expected to coordinate all work with the Participating Public Agency.

***Emburse:***

*Emburse has read and understands.*

## Pricing for the Online Booking Platform Powered by Deem Not to Exceed Pricing

NOTE: Two pricing model options are available for Emburse Travel powered by Deem: Per Trip and Subscription based. Additional discounts may be available depending on individual agency volume and needs as this is 'not to exceed' pricing. Here are the details:

### Option #1

#### Pay Per Transaction (air, hotel, car)

- **Cost per transaction= \$3.90**
- **Additional per Transaction fees:**
  - Automatic Ticket Exchange \$5.00
  - Passive Segment Fee \$3.75
- **One time implementation fee= \$5,000**
- **Optional products one time fees**
  - Single Sign-On- \$2,500
  - Automatic Ticket Exchange- \$2,500
  - Southwest Direct Access- \$2,500
  - Data Feed- \$2,500

*\*In the event a minimum of 20,000 transactions are not met in the first year of the agreement the standard implementation fee of \$20,000*

*would apply resulting in a balance owed of \$15,000. Fee does not apply to subscription pricing\**

### Option #2

#### Subscription Pricing- Tier 1

- **\$70,000 annual subscription**
  - Up to 20,000 transactions annually
  - Over 20,000 transactions annually = **\$3.50/transaction**
- **Additional per Transaction fees:**



- Automatic Ticket Exchange \$5.00
- Passive Segment Fee \$3.75

**One time implementation fee= \$5,000**

**Optional products one-time fees**

- Single Sign-On- \$2,500
- Automatic Ticket Exchange- \$2,500
- Southwest Direct Access- \$2,500
- Data Feed- \$2,500

**Subscription Pricing- Tier 2**

- **\$132,000 annual subscription**
  - Up to 40,000 transactions annually
  - Over 40,000 transactions annually = **\$3.30/transaction**
- **Additional per Transaction fees:**
  - Automatic Ticket Exchange \$5.00
  - Passive Segment Fee \$3.75

**One time implementation fee= \$5,000**

**Optional products one time fees**

- Single Sign-On- \$2,500
- Automatic Ticket Exchange- \$2,500
- Southwest Direct Access- \$2,500
- Data Feed- \$2,500

**Additional Details:**

- A transaction is defined as a reservation which can include all travel segments air, hotel, and car.
- Site Configuration Options, Deem has the flexibility to allow all Region 4 participants under one site build and each Region 4 participant could have their own specifications with an unlimited number of "Groups". Each Group can be configured specific to the participants needs- Private rates, fulfillment, display, policy, content, messaging, and more...







**Pricing for the Emburse Chrome River Travel & Expense Management module is Not to Exceed pricing and is based on the Estimated Number of Annual Expense Reports:**

NOTE: This represents not to exceed pricing and additional discounts and/or structures may be available depending individual agency needs.

Base bundle includes:

- Chrome River EXPENSE (See attached Datasheet 1)
- Chrome River PRE-APPROVAL
- Q/A (test) & Prod environments
- Optical Character Recognition
- Business Rules Engine for compliance and approval routing automation
- Hotel Folio receipt itemization
- Google Maps mileage reporting
- System Standard Reports
- Emburse Card technology (if desired)
- Unlimited users
- All software upgrades & releases
- GSA per diem rates (CONUS & OCONUS)
- Customer Support
- Customer Success Manager
- Data Exchange via Secure File Transfer or Open REST API Library

**Not to Exceed Pricing Schedule is as follows:**

Estimated Annual Expense Reports:

Minimum = 2,000 reports \$7.79/report

2001 – 4,000 reports - \$7.38/report





- 4,001 – 8,000 reports - \$6.97/report
- 8,001 – 12,000 reports - \$ 6.56/report
- 12,001 - 20,000 reports - \$6.40/report
- 20,001 – 25,000 reports - \$6.23/report
- 25,001 – 30,000 reports - \$6.12/report
- 30,001 – 40,000 reports - \$5.68/report
- 40,001 – 50,000 reports - \$4.80/report
- 50,001 – 60,000 reports - \$4.16/report
- 60,001 – 80,000 reports - \$3.48/report
- 80,001 – 100,000 reports - \$2.96/report
- 100,000 + reports – custom enterprise quote available

Overage fees may apply for each expense report processed in excess of the contracted amount. Overage fees will not exceed 20% of the unit price per expense report.

Implementation: Not to exceed pricing is 50% of the first year’s annual subscription fee.

### **Optional Features and Services for Expense Management:**

1. Analytics Pro (Folder 5, Attachment 2): Business intelligence/adhoc reporting:
  - Not to exceed pricing - 22% of the Base Expense module subscription
2. Emburse Insight Advisor – Adhoc Analytics Report Creation and Consulting (Folder 5, Attachment 3):
  - 30% of Base Expense Report Subscription (includes Analytics Pro)
3. Emburse DVI Travel Analytics – advanced custom travel analytics dashboards and data feeds (Folder 5, Attachment 4)
  - Suited for large agencies – pricing will vary by engagement and this solution may stand alone. In other words, it does not require the Emburse Chrome River Expense Management platform to work.
4. Employee ACH Reimbursement:





- \$1.00 per domestic reimbursement; global rates dependent on country
- 5. GPS Mileage Tracking (Folder 5, Attachment 5):
  - Not to Exceed pricing – 19% of the Base Expense subscription fee
- 6. Emburse Tech Assisted Audit – ideal when the agency does not have its own internal audit function (Folder 5, Attachment 6):
  - \$1.70 per Expense Report
- 7. Emburse Audit via AppZen – ideal when the agency has its own internal audit team function
  - Fees will depend on individual agency volumes and specific requirements
- 8. Emburse Solution Administrator – on going configuration assistance and extra support (Folder 5, Attachment 7):
  - Not to exceed pricing – 20% of Base Expense subscription
- 9. Emburse REACH for special non-employee expenses (Folder 5, Attachment 8):
  - Not to exceed pricing – 20% of Base Expense subscription
- 10. Data Connectors for available ERP and HCM systems:
  - Fees vary by agency size and by the ERP/HCM systems

### **Additional Options:**

In addition to the Chrome River Travel & Expense Management platform, Emburse also provides the Certify Travel & Expense Management platform.

The services and pricing offerings are similar and will follow the not to exceed pricing established in this RFP. For certain agencies with simpler requirements, the Emburse Certify platform may be an excellent and cost-effective fit.

### **Pricing for Travel Risk Management and Study Abroad Services Powered by Terra Dotta is Not to Exceed pricing:**

The following pricing schedule includes not to exceed pricing for Terra Dotta's Enterprise Travel Registry + Alert Traveler solution set. Additional discounts may apply depending upon the individual agency's needs. In addition, there may be additional services that Terra Dotta will offer to support international student and staff populations if desired by the agency.

See also Attachment 9 the Terra Dotta eBook on Duty of Care.

| Region 4 Discount Contract Price |                |             |
|----------------------------------|----------------|-------------|
| # of Travelers                   | ETR (Software) | ETR (Imp)   |
| 0 - 100                          | \$5,481.00     | \$18,653.00 |
| 101 - 200                        | \$8,599.50     | \$18,653.00 |
| 201 - 300                        | \$11,560.50    | \$18,653.00 |
| 301 - 400                        | \$13,750.20    | \$18,653.00 |
| 401 - 500                        | \$15,813.00    | \$18,653.00 |
| 501 - 600                        | \$17,719.20    | \$18,653.00 |
| 601 - 700                        | \$19,514.70    | \$18,653.00 |
| 701 - 800                        | \$21,199.50    | \$18,653.00 |
| 801 - 900                        | \$22,759.20    | \$18,653.00 |
| 901 - 1000                       | \$24,208.20    | \$18,653.00 |
| 1001 - 1500                      | \$27,072.50    | \$24,063.00 |
| 1501 - 2000                      | \$32,948.55    | \$24,063.00 |
| 2001 - 2500                      | \$38,035.80    | \$24,063.00 |
| 2501 - 3000                      | \$42,409.05    | \$24,063.00 |
| 3001 - 3500                      | \$46,127.80    | \$24,063.00 |
| 3501 - 4000                      | \$49,251.55    | \$24,063.00 |
| 4001 - 5000                      | \$51,467.50    | \$24,063.00 |
| 5001 - 6000                      | \$52,556.00    | \$29,563.00 |
| 6001 - 7000                      | \$55,580.00    | \$29,563.00 |
| 7001 - 8000                      | \$57,666.40    | \$29,563.00 |
| 8001 - 9000                      | \$58,926.40    | \$29,563.00 |
| 9001 - 10000                     | \$59,528.00    | \$29,563.00 |
| 10001 - 15000                    | \$62,440.00    | \$29,563.00 |
| 15001 - 20000                    | \$68,712.00    | \$29,563.00 |
| 20000-30000                      | \$69,570.90    | \$35,156.00 |
| 30000-40000                      | \$74,788.72    | \$35,156.00 |
| 40000-50000                      | \$80,023.93    | \$35,156.00 |
| 50000-75000                      | \$102,161.25   | \$35,156.00 |
| 75000-100000                     | \$106,156.40   | \$49,056.00 |

Create, submit or approve  
expenses anytime, anywhere,  
on any device

Chrome River  
**EXPENSE**

As the rate of business change accelerates, agility within your organization is increasingly necessary. Spending hours managing expenses via spreadsheet or using outdated software is no longer a viable option. The costs are too great, including lack of visibility to make data-driven decisions, lack of control, and inefficient use of resources. With the right expense management solution, your organization can eliminate these costs while streamlining processes.

Chrome River EXPENSE is a leading expense management solution that enables your organization to streamline processes, reduce costs and increase visibility and compliance, all while providing the ultimate employee experience. Our fully mobile solution enables your employees to work while on the go or at their desktop. Whether your organization operates across multiple countries, or just one, we can scale with you. Chrome River lets business flow.



## Create Efficiency

Eliminate spreadsheets and outdated expense solutions that are slowing you down. We designed our solution to simplify the expense management process, not complicate it. With a fully mobile interface, your employees can manage their expenses on the go. Approvers can easily approve expense reports straight from their email on any device—all without the extra clicks.



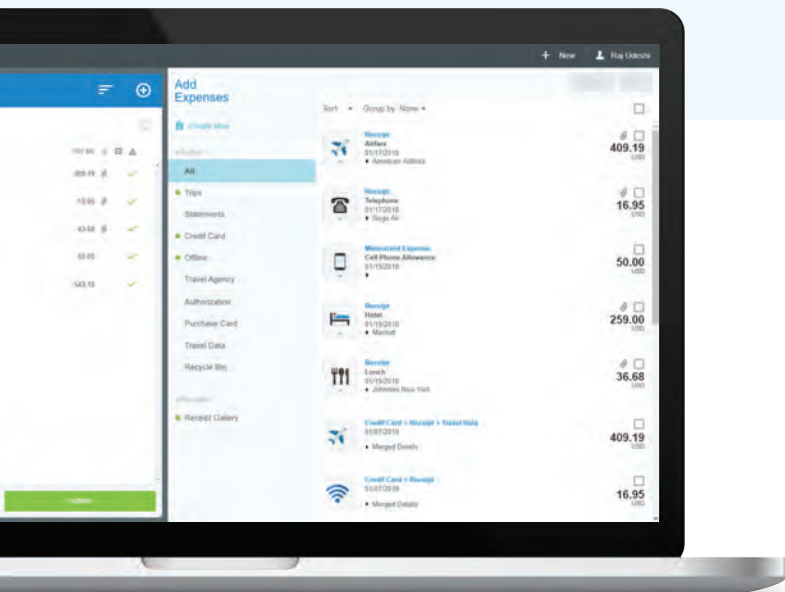
## Drive Insights

Managing the budget is challenging, especially without the right controls in place. With Chrome River, better manage and control spend, across any country, with the ability to configure policies to your organization's needs. Compliance alerts provide traveler transparency into out-of-policy spend before the spending occurs. Say goodbye to excessive spending and hello to improved insight and control.



## Increase Agility

You need an agile expense management solution that grows with your organization and supports your employees as they travel around the globe to meet your growth initiatives. Our solution can meet any global need with the ability to process expense reports and reimburse end users in more than 70 countries worldwide, across 31 different languages and in every currency used around the globe.



# Future-Ready Expense Management

## Configurable Business Rules

Ensure policy compliance with an embedded and highly configurable business rules engine to meet the needs of the most complex organization.

## Embedded Analytics Solution

Get complete visibility with built in reports and dashboards. Leverage our data visualization tool to help uncover critical trends in your data.

## Comprehensive Integration Platform

Our open platform empowers your business systems to seamlessly integrate and leverage a broad range of travel, financial, and person data with Chrome River.

## Sophisticated Approval Processing

Gain confidence that your expenses are properly reviewed for accuracy with a sophisticated routing engine that allows your approvers to approve or return an item with the click of a button.

## About Chrome River

Chrome River is part of Emburse, a global leader in expense management and accounts payable automation solutions, which is trusted by more than 4.5 million users in more than 120 countries. Over 14,000 customers, from start-ups to global organizations, rely on Emburse's tailored, highly-configurable offerings.



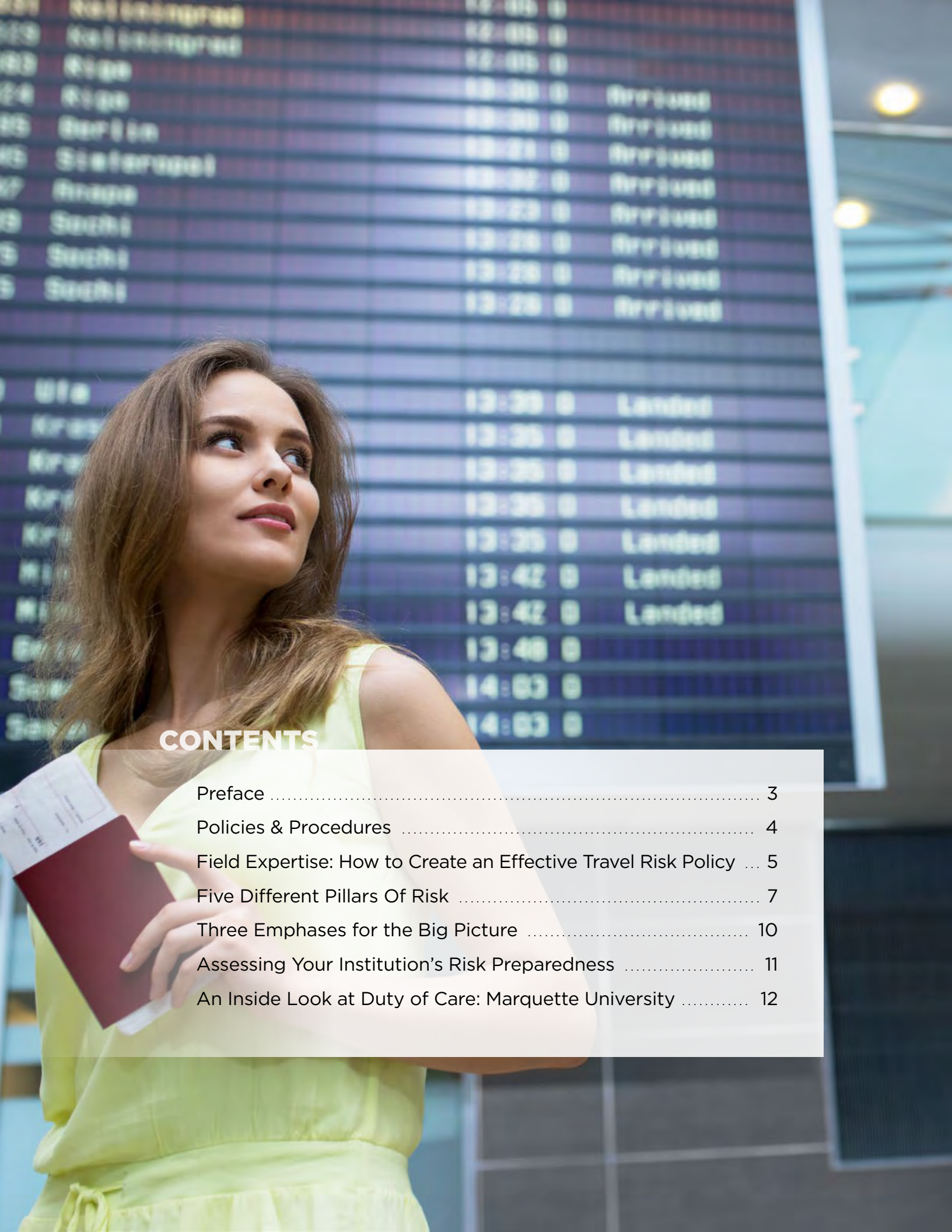
# Serious About Duty of Care?

Anticipating risk and how to prevent it.



TERRADOTTA





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# Preface



One thing that is top of mind for many in the international education field is how we move forward by embracing the 'new normal' and better prepare for the next inevitable crisis. Many universities, institutions, and businesses have reconsidered and restructured risk response plans due to today's unpredictable global climate. Dialogue concerning duty of care is not only important, but necessary to better protect our constituents and our institutions. Let's break down Duty of Care.

# Policies & Procedures

An important component of Duty of Care is Policies and Procedures. These should be a collaborative effort among staff at your institution that evaluate risk. Since stakeholders vary by institution, your committee can be made up of staff from study abroad, campus safety, risk management, public relations, health services, and so on. Policies should address how travel risk management is both maintained and upheld in the face of risk, which then creates a number of procedures, such as a waiver procedure, to follow both during risk and prior, to remain risk averse.

The policies and procedures should have an associated implementation date. Before the rollout of the new policies, all staff responding to traveler needs and travel risk management should be trained to ensure staff-wide awareness and better preparedness as travelers embark on their journeys. In addition to training, it is imperative to regularly review travel policies to ensure traveler safety as environmental, political, social, and economic factors change.

If your institution is considering re-writing travel policies, here's some advice from the field.





## **FIELD EXPERTISE**

### HOW TO CREATE AN EFFECTIVE TRAVEL RISK POLICY:

Aaron Clevenger, Assistant Provost, Dean of International Programs, and Senior International Officer at Embry-Riddle Aeronautical University, has worked within higher education for 17 years. After a mudslide accident where student and faculty travelers may have been nearby, the President of the university called Clevenger’s office to find out traveler locations. Not having the ability to answer his questions, Clevenger wanted to ensure that in the future, he had a better answer than “I don’t know.”

Through conversations with other experts in the field, Clevenger discovered there were few comprehensive sources available with advice on how to author a travel policy. In 2019, a group of international educators was asked to present their travel policies at the annual NAFSA conference. It was then that they came together to create the following lists as a source of information for all who are interested in developing travel policies.

#### **First, we must consider why a travel policy is important:**

- Defines the scope of responsibility for the university, traveler, and stakeholders
- Sets expectations for travelers and promotes good decision-making on safety
- Sets parameters for acceptable risk and expected mitigation on sponsored travel
- Provides a structure when risk changes during travel

**Even though cataclysmic events often start risk management discussions, waiting for an event to occur may mean it's too late. To ensure better preparedness for traveler safety, the following should be considerations for policy development:**

- Identify the needs
- Identify the policy leader
- Assemble relevant stakeholders and gain their perspectives
- Identify the scope and requirements, which can include types of travel and types of travelers
- Develop an efficient way to determine who your travelers are, both as an assessment and measurement
- Gather disparate policies that currently exist
- Draft policy
- Finalize policy
- Communicate and implement policy
- Consider that you may need more than one policy for your institution

**While you're forming your travel policies, here are some suggestions:**

- Cover all travel you can control, but avoid over-broad policies that pretend to control what you can't
- Allow or restrict higher-risk travel based on mission/academic/institutional need
- Manage risk with appropriate mitigation measures
- Set realistic expectations of travelers and the institution based on who makes travel decisions and how resources are allocated
- Make risk information available and promote its use, even for travelers not covered by the policy

*These lists are adapted from Del Rossi, E., Clevenger, A. D., Rhodes, G., & Morgan, P. (2019, May 30). Global Partner Session: Impact of Technology on University International Travel Policies. Lecture presented at NAFSA Annual Conference and Expo in Walter E. Washington Conference Center, Washington D.C.*



# Five Different Pillars Of Risk

Risk is a buzzword we hear in articles, webinars, meetings with stakeholders, and so on. “Risk” can be viewed as an umbrella, which encompasses a number of considerations. In the field of international education, you want to make sure you consider each of these items under the risk umbrella.

## 1 Risk Assessment

Assessing risk is not a one-and-done task. Risk is dynamic and changes with the times, the location, and even with a set of travelers. Risk assessments should be completed on at least a quarterly basis. For heavily visited regions, risk assessments may be completed more frequently.

It’s also important to consider that travelers may pose their own set of risks that may amplify as they travel abroad. This can include medical conditions, race, religion, sexuality, and other identifying characteristics that can change as a traveler leaves their home country. As you assess risk, make sure you are considering your travelers and the support they may need.

Every institution is different when it comes to creating a travel risk policy. There are many sources that provide valuable information about travel advisories and safety ratings that you can utilize to help you firm up your travel policy. OSAC, US Department of State, CDC, etc.

## 2 Risk Disclosure

It is important to disclose travel risk levels and warnings to your travelers. This can help them make informed decisions while in the destination country.

Part of risk disclosure is making sure you have the right notification and communication system in place to disclose risk.

## 3 Risk Mitigation

One side of risk mitigation is the training of staff on policies to better safeguard travelers. Another component is having the appropriate tools to mitigate that risk, as well as remaining diligent about in-country intelligence.





Did you know Terra Dotta software synchronizes with CDC and Department of State risk ratings to better inform risk assessments?

## 4 Risk Monitoring

Monitoring risk requires keeping up to date with the latest travel advisories, constant communication with your partners abroad, communication with host country contacts, and monitoring of country risk warnings.

Another element of risk monitoring is determining the sources your institution will use for making risk level decisions, such as the Department of State, CDC, OSAC, other governments, etc.

## 5 Risk Response

This is the most important aspect of risk. Now that you have a policy with outlined procedures, and your staff is trained, you are ready to respond.

When making decisions, here are some best practices:

- **Identify Stakeholders.** These stakeholders will be the ones to whom you will want to communicate information concerning the risk. Stakeholders can range from traveling students and their families to institution officials.

- **Effectively Communicate.** Once you know with whom you need to communicate, now it's time to communicate with those stakeholders effectively. Effective communication is accurate and honest, and encourages action and shows integrity.
  - Accurate information is perhaps the most important aspect. If non-factual information is shared, it can decrease institutional trust, put travelers in danger, and expose the institution to both reputational and legal damage.
  - You also want to be honest with your stakeholders. Be transparent about both the successes and difficulties you are facing.
  - Then, encourage action. Once the facts are on the table, it's time to act. Are you trying to bring your travelers home? Ask them to practice heightened precaution? Decide on an action and emphasize it.
  - Lastly, show integrity and empathy. Emphasize that you will be with them throughout the process and will keep them updated on the changing situation. Recognize their fears, and as fit, offer reassurance.
- **Check-in.** As the situation changes and as your travelers are taking action, make sure you're checking in. How are your travelers doing? Are they safe? Do they need any additional resources? Make sure you're asking them questions.
- **Reflect.** Once the risk has passed or subsided, it's time to evaluate. What could you have done differently or better? During this reflection process, it's important to engage with the travelers who faced the risk themselves. What do they wish they saw in communication or how decisions were made? This can be a telling way to inform future decisions and response policies as you seek to better support future travelers.

“Only through Terra Dotta has our emergency response been possible! We quickly used tools to locate students, create final checkouts, and then to get quick data updates for the entire team, especially our president.

—HOLLY CARTER, UNIVERSITY OF EVANSVILLE  
[2020 - REFERENCING COVID-19]

# Three Emphases for the Big Picture:

Throughout the entire process of assessing and responding to travel risk, there are three areas that you want to make sure your institution is emphasizing:



## Notification

At every step, you want to make sure your travelers are up-to-date. These notifications should be delivered in a timely manner and clearly documented with time stamps. You don't want to leave your travelers without an update or check-in, so it's also good practice to mark when a follow-up notification is due.



## Data Management

The integrity and security of the data you are working with within travel risk management is of the utmost importance, not only for data protection but for reporting purposes and end of operations debriefing. Training should align with data management as well. This ensures that all crisis management staff are prepared to read and process the data to be passed on to travelers, emergency services, or third party providers in an event of high risk.



## Communication

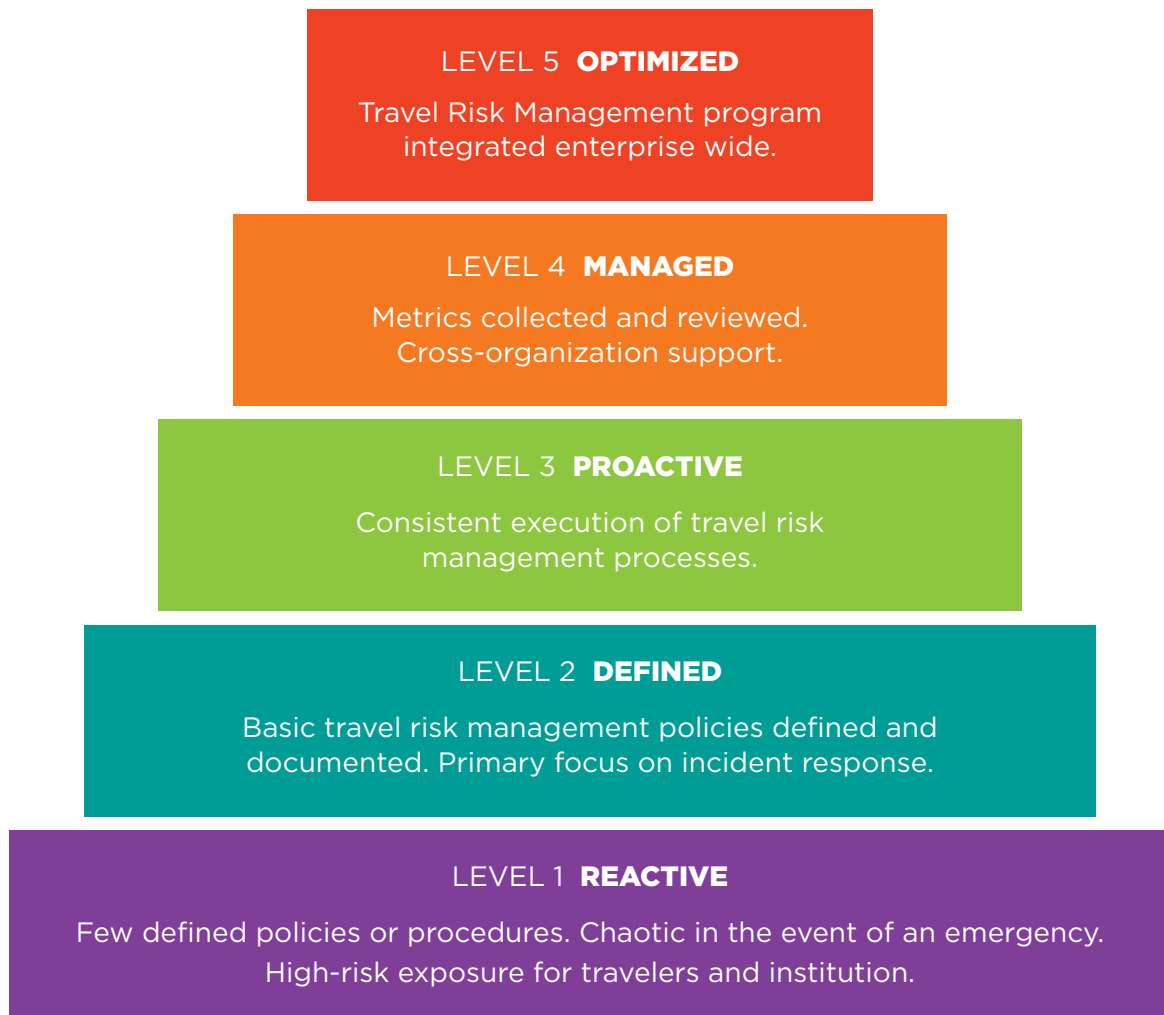
Paramount to the success of any travel risk management program will be the lines of communication from the start. By making students and staff aware of the tools used for communication, there will be no doubt where to receive alert data (SMS, email, etc.) and how to escalate a traveler's safety if they feel threatened.

In the event of failed tech communications, contingency plans should be in place to better protect travelers. Make sure your team knows the line of internal communication and how external communications are handled as well, such as social and mainstream media and parents. All of these points of communication require the correct response at the correct time.



# Assessing Your Institution's Risk Preparedness

As you consider your institution's travel risk practices, where would you rank your institution on the following scale? How can you improve your institution's response? By taking a look at your institution and asking these questions, your duty of care practices can be better crafted to meet the needs of your travelers.





## AN INSIDE LOOK AT DUTY OF CARE

# MARQUETTE UNIVERSITY

**S**pring of 2020 will always be on the mind of international educators as we begin to reflect on how we responded and how we will continue to respond to dynamic situations. For Marquette University, a private university in Milwaukee, Wisconsin, care is especially emphasized in their practice of duty of care.

Karli Webster, Marquette University's Manager of Study Abroad Programs, responded with leadership and empathy as she assisted students across the Atlantic during COVID-19. For one student, who was studying abroad in Madrid, the reality hit close to home as he began to feel sick while on a weekend trip for St. Patrick's Day in Dublin. From answering his Mother's questions to arranging housing for the student in Dublin, Marquette's and Webster's responses were nothing but well-rounded and supportive.

Duty of care looks different at each institution, based on program offerings and university characteristics. At Marquette, the philosophy is to work directly with institutions and providers. By creating these direct relationships, Webster explained, it helps create contacts for help on the ground. For this specific student, that meant contacting a partner institution in Dublin which connected Webster with a landlord and in turn, safe and isolated housing for the student after his hospital stay. Webster stated, "We strive to build relationships in a number of locations, so even if a student is on a faculty-led program, they can still receive the best resources in that country. These relationships have really driven how we address duty of care."

Amid the COVID-19 pandemic, international education offices have had to transcend their duties to provide the best possible care for their students during these challenging times. Webster said that at Marquette, the goal is

to care for the whole person. She elaborated by saying, “It’s really looking at what’s best for that student throughout the whole process, whether that’s deciding which program to go on or how to handle a situation with them while they’re abroad. For me, I try to put myself in that student’s or that parent’s shoes and think about how I would want the university to react. They’re more than just a number that’s enrolled in one of our programs. They’re truly a member of the Marquette family.”

Despite Marquette’s international education office being one of the younger departments on campus, they have outlined some core practices in their duty of care.

## Four Tips to Address Duty of Care

1

### Know your policies

inside and out. This includes insurance policies, waivers of liability and release, and communication allowed by FERPA. Webster added that during COVID-19, having this knowledge at the forefront of her mind helped drive faster decision making.

2

### Form relationships

with other universities, providers, and partners, so that you can pick up the phone and get accurate answers when you need them. Marquette staff was able to call their international health insurance provider and partner institutions as a part of their COVID-19 response, which produced better results and answers.

3

### Create parent-based

**resources**, whether that’s a parent pre-departure webinar or centralized resource for parents on the university study abroad website. By providing these resources to students and encouraging them to pass along the information to parents, parents will feel more secure in their student’s safety and know who to turn to when emergency strikes.

4

### Have a crisis

**response plan** in place with a number of situations. Your crisis response plan should have core questions answered that are pertinent to your institution. Here are two questions to consider:

*What is your email communication plan for students?*

*Who are your backup emergency contacts?*

“

No matter what you plan, you’re still going to have to adapt it some, but having those core elements in place, especially for maintaining contact with students and parents, when appropriate, is helpful.

—KARLI WEBSTER

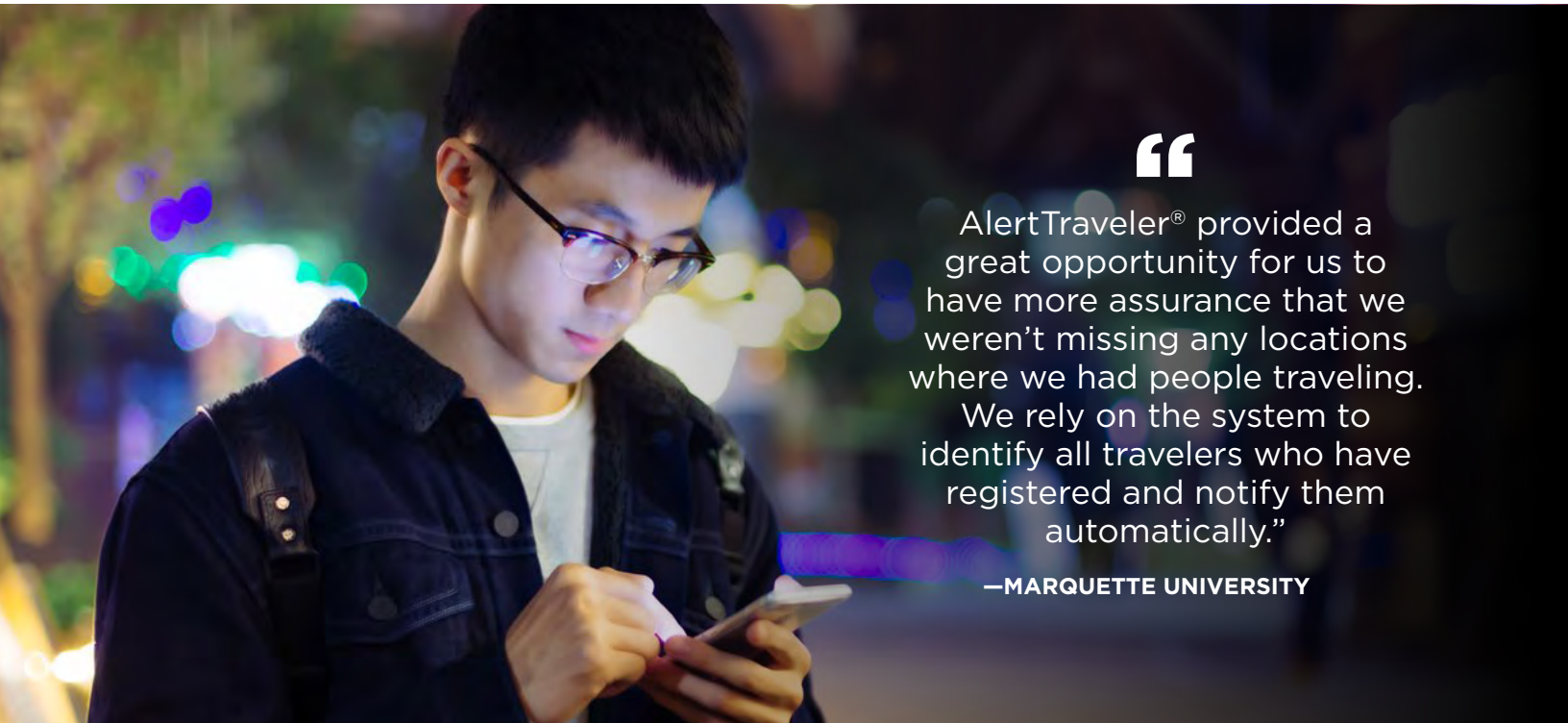
## Additional Tips Learned from COVID-19

**Have a central place for resources and general updates**, especially for dynamic situations. Webster stated, “Even if that’s just confirming that your institution is monitoring the situation and deciding the best way to proceed, this can calm fear and uncertainty for stakeholders.”

**Know that every situation or crisis is different.** We can’t plan for everything, but we can make sure that we are prepared to respond. Webster commented that “global pandemic sweeping the nation in a couple of weeks” wasn’t initially in their crisis plan, but having various situations with core practices aids in their ability to make well-rounded decisions.

**Have good and consistent relationships** with other departments on campus. During COVID-19, Marquette coordinated frequently with their general counsel and their medical office for additional resources and knowledge to deliver the best possible responses for students.

**Utilize software** that can help deliver your institutional response. As a client of Terra Dotta, Marquette University and its staff were able to utilize AlertTraveler® to provide immediate country intelligence notifications, confirm location of travelers, and support students as they began to return home.



“

AlertTraveler® provided a great opportunity for us to have more assurance that we weren’t missing any locations where we had people traveling. We rely on the system to identify all travelers who have registered and notify them automatically.”

—MARQUETTE UNIVERSITY

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To learn more about providing duty of care with Terra Dotta's software solutions,  
visit [www.terradotta.com](http://www.terradotta.com) or email [info@terradotta.com](mailto:info@terradotta.com).

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**Requirements for National Cooperative Contract To Be Administered by OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

**Exhibit A**  
**Response for National Cooperative Contract**

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**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

**1.1 Requirement**

Region 4 ESC (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Travel Management, Travel Expense Management and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does

not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success



## E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$20M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

## 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

### 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

## 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

### 3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

#### 3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.

***Emburse:***

*Chrome River has been in the expense management business for 14 years. Since Chrome River was founded in 2007, continual innovation has been a critical element in our DNA. Our founders understood that existing technologies for travel and expense were too cumbersome and not able to grow with an organization's changing business needs. Today, we continue to be at the forefront of innovation and are proud to work with major global brands and companies of all sizes across different regions and industries.*

*Since inception, Chrome River has grown at more than 30% per year and currently has more than 1,300 customers across many different industries, with many of them opting to use both our EXPENSE and INVOICE solutions. Notable clients include ExxonMobil, Bosch, Coca-Cola Hellenic Bottling Company, Toyota, Volvo, CBS, HARMAN International, Anthem, Liberty Mutual, Sabre and many more. The Chrome River growth story has been well covered by the Inc. 500/5000 and Deloitte Technology Fast 500 since 2012.*

*In 2020, we announced the launch of Emburse, a new global company that incorporates Chrome River as well as its sister solutions Abacus, Captio, Certify, Nexonia and Tallie. Coming together, we're able to share key technologies—such as real-time expenses, sophisticated data capture and extraction and deep integrations with corporate cards—across the different solutions. At Chrome River, we've already begun to see the benefits of this with a range of new initiatives. Implementation times have shortened significantly so new customers can benefit from our solutions even more quickly. Chrome River admins and end users are benefiting from more automation and self-service options, further empowering them to get the best results from their solutions and get time back from work that often extends into nights and weekends.*

*At Emburse, our mission is to help make our customers' lives—and their businesses—better. **We humanize work** by automating manual tasks and saving users' time, so they can focus on what matters most—their family, community or more rewarding work.*

B. Total number and location of salespersons employed by Supplier.

**Emburse:**

*We have over 70 direct sales executives (that includes international). We also have over 20 partner channel representatives which are considered part of the sales organizations and then another 25 - 30 business development representatives. In total over 100 in the sales organization. This does not include marketing.*

C. Number and location of support centers (if applicable) and location of corporate office.

**Emburse:**

*The online Help Desk is available 24/7 for support ticketing, tracking and collaboration. The support center is staffed by employees in the US, the UK, Germany and Australia, who take live phone calls.*

D. Annual sales for the three previous fiscal years.

**Emburse:**

*Emburse is a privately held corporation and does not disclose specific details regarding financial data during the initial stages of engagements.*

a. Submit FEIN and Dunn & Bradstreet report.

**Emburse:**

*Dun & Bradstreet (D&B) reports are copyrighted proprietary material of D&B. Every D&B report expressly contains a prohibition for the recipient to copy or circulate the report in any way. We must therefore refer you to D&B directly, who will provide the report to any subscriber. Our D-U-N-S number is 80-193-0855.*

E. Describe any green or environmental initiatives or policies.

**Emburse:**

*It is Emburse's policy to implement environmentally sustainable best practices and to meet both the letter and the spirit of all environmental laws and regulations, wherever we do business. Further, this policy is designed to provide a clearly identifiable set of internal practices and programs that will strengthen our own environmental commitment.*

*Emburse's environmental and sustainability efforts are focused in the following areas:*

- **Occupancy** – Preference is given to certified green buildings for our leased corporate facilities and we pursue interior design and construction certification using recognized green building standards such as LEED, BREEAM and Green Star.
- **Procurement** – We continue to implement and advance procurement standards that incorporate sustainable best practices for furniture, paper, office supplies, computer equipment, printing devices and other relevant items. We work with our suppliers and contractors to add value to our environmental performance.
- **Recycling** – Our policy is to recycle all waste material, reduce the amount of waste material produced and avoid the use of paper wherever possible. We will utilize email (e.g., for invoices) to minimize the use of postal and delivery services, saving on transportation and on paper. Emburse securely recycles equipment that is no longer of use to the company, such as computers and printers.

- **Energy** – We keep energy usage low by installing low energy light bulbs throughout our facilities and by using schedules to ensure computers, other office equipment and lights are turned off during non-working hours.
- **Travel** – Employees are encouraged to minimize travel by utilizing teleconferencing whenever practical. When travel is required, employees are expected to model good environmental behavior by reusing towels, turning off HVAC systems and lights in hotel rooms and sharing ground travel vehicles with other Emburse employees.

*In addition, Emburse has a green committee for employees to discuss and implement green initiatives around the office. Emburse also has a volunteer time off (VTO) policy, which many employees elect to spend on environmental volunteering activities such as cleaning up trash at city parks, beaches, etc.*

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

**Emburse:**

*At Emburse, we are committed to creating inclusive spaces for our employees to be their authentic selves and thrive at work. We believe in embracing the differences between individuals and communities and use that to contribute to a diverse and inclusive culture. We want to promote DEIB at all levels of the organization and make it an integral part of our mission to be an ally and anti-racist in our functions and our entire community. We understand the importance of not only understanding the broader definitions of diversity, equity, inclusion, and belonging but what they specifically mean at Emburse. We want to create as many opportunities as possible for everyone in the organization, advocate for the incorporation of ongoing DEIB education into the fabric of our culture, and create transparency and clarity around information so it is available to all members of the organization, and put in structures that allow for equitable access to growth and advancement. This has no effect on pricing.*

- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise

Yes  No

If yes, list certifying agency: \_\_\_\_\_

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

- c. Historically Underutilized Business (HUB)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

- d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

e. Other recognized diversity certificate holder

Yes       No

If yes, list certifying agency: \_\_\_\_\_

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

**Emburse:**

*Emburse is not proposing applications that include subcontractor work.*

I. Describe how supplier differentiates itself from its competitors.

**Emburse:**

*Why Emburse Chrome River – Our Differentiators*

*“Getting from point A to point B is rarely a straight line”*

*In 2007, Chrome River decided to disrupt the travel & expense market and compete with a well-known incumbent. Doing so required the ability to create highly configurable and user-friendly solution designs that promote automation, accommodate for diverging and evolving expectations, and remain flexible as new technologies emerge. Emburse Chrome River achieved expense and AP related innovation breakthroughs through an unwavering focus on the customer that led to quantum leaps in user functionality and operational efficiency.*

*The entire Emburse organization has one common mission: to humanize work by automating manual tasks and saving users’ time, so they can focus on what matters most – their family, community, or more rewarding work. Our vision is to become the #1 choice for expense management and AP automation. Every employee at every business unit within the Emburse organization wakes up every day to focus 100% on building the best expense and invoice management solutions in the marketplace. Here is how we do it:*

*Engineered from the Beginning to Achieve Today’s Business Outcomes*

*With 30 years of experience developing financial management software for , Chrome River founders had an epiphany: by turning “conventional wisdom” on its head, they realized all the T&E providers had it wrong – they all offered ‘workflow’ solutions that automated electronic forms. But it was really a ‘rules’ problem that businesses needed to have solved. This epiphany launched two of our most powerful product design concepts that differentiate Emburse Chrome River from all other products in the market – our system architecture and “anything-is-possible” business rules engine.*

*Architecture is Everything*

*One of the biggest challenges of software design is predicting and planning for the evolution of underlying technologies and crafting a product that accommodates those inevitable changes. Chrome River’s system architecture is built so that any component can be replaced or added to as new technological innovations and unanticipated global requirements are brought to market, without limiting or significantly impacting the rest of the software design and underlying code.*

### *Unique to the Industry Business Rules Engine*

*Furthermore, Emburse Chrome River built a Business Rules-based configuration layer on top of our business logic, rules and integration services allowing customers to craft a system that meets their own diverse business definitions. The advantage of a rules engine is that it enables non-technical software users to change the software behavior based on their business requirements, using 'if-then-else' style logic, without having to change the underlying codes. Only a true business rules engine can meet the unpredictable and diverse requirements of a growing, global organization; creating an environment of automation and transform modern spend management.*

### *One Experience*

*In creating Chrome River, we understood that if we could design a fun and simple product that achieves 100% user adoption, then organizations can achieve their expense related compliance goals. One of the ways we sought to achieve this multi-faceted simplicity is by creating a solution that delivers the same experience regardless of device. That means the features and functions available to users on their desktops - with all the rules, configurability, and user definable fields - must work the same on any other device, regardless of operating system.*

### *Open, Flexible Integrations*

*Our architecture allows us to map specific templates, regardless of whether a customer uses one ERP or 40, one travel solution or multiple, one credit card or many. And the same principles are applied to how we would set up known and future integrations as required by Region 4. We can easily support any number of Region 4's integrations. In addition to our flexible integration platform, Emburse Chrome River includes strategic integrations with our fully integrated partners such as Deem and Terra Dotta. We feel our flexibility to work with any third-party system provides our customers a competitive advantage. Our customers can pick best-in-class providers of their choice and centralize, process, approve and analyze all data in Chrome River.*

### *100% Focus on Travel & Expense and AP Automation*

*Over the course of 14 years, Chrome River rose from a SaaS startup of well-seasoned finance and software experts that acquired Fortune 500 clients like Harman, Masco, Toyota, CBS, Wayfair, Coca Cola Hellenic, Bosch, Exxon, BCG, and Anthem; as well as other enterprise customers like leading Big 10 universities, cities and counties, and K-12 schools - all of whom trust their business to Emburse Chrome River.*

*As Chrome River's product capabilities continued to scale, in 2019, Chrome River joined forces with other industry-leading expense and AP solutions to form Emburse – a strong portfolio of business units that recognizes 'one size does not fit all' and instead offers a range of tailored, highly-configurable solutions for organizations ranging from start-ups to global enterprises. The company employs nearly 800 people worldwide, serving more than 4.5 million users at 14,000 customers in 120 countries.*

*This unique market strategy results in greater value for our customers as it pertains to product development. For Region 4, you will leverage Chrome River as a solution specifically built for organizations needing flexibility in business workflows, configurability, and refined integrations.*

*The attached 2020 IDC Market report highlights Emburse's strong performance in the market - a down year for many of our competitors -- and also reflects the analyst's view of*



*Emburse being a leading-edge player in the market. “Emburse managed to maintain solid growth in 2020. This momentum was due, in part, to the investments that Emburse made into its technology throughout the year, including receipt transcription, a suite of global payment solutions, and virtual card integrations. Emburse also invested resources into growing its ecosystem, which now includes integrations with Triplog, Amazon Business, and Mastercard.”*

*And as we continue to build on our foundation, we plan to further accelerate our product innovation through deepening AI capabilities, building out no-touch expense submission and by delivering greater value to customers through acquisitions like Emburse credit cards, mobile travel integration leader [Roadmap](#), and [DVI](#) travel analytics. From our response, we are hoping that Region 4 will get a glimmer of the differentiating value and unlimited potential a relationship with Emburse Chrome River could provide.*

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

***Emburse:***

*Emburse has not been involved in any material litigation in the recent past.*

- K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

***Emburse:***

*Emburse is not owned or operated by anyone who has been convicted of a felony.*

- L. Describe any debarment or suspension actions taken against supplier

***Emburse:***

*No debarment or suspension actions have been taken against Emburse.*

### **3.2 Distribution, Logistics**

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

***Emburse:***

*Emburse is a leading provider of SaaS solutions for corporate expense management, with an emphasis on AP functions and workflow processing. This includes offerings such as our expense reporting suite (EXPENSE), AP invoice processing (INVOICE), interactive supplier portal (eINVOICE), purchasing (PURCHASE ORDER), invoice scanning and data capture (CAPTURE), supplier payments (PAYMENTS), business intelligence reporting (ANALYTICS), post-payment audit (MONITOR) and ACH direct deposit reimbursement (DIRECT PAY).*



*Details have been provided in Tab 5.*

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

***Emburse:***

*Emburse is committed to providing a comprehensive and experienced team to support OMNIA, to implement, grow and support the national program. OMNIA will be supported by both a dedicated partner manager as well as the vertical markets sales team. Together we will define specific sales goals and strategies supported by a regular cadence of meetings, quarterly business reviews and other metrics.*

*Emburse is delivered as a SaaS application and as such does not require distribution platforms.*

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

***Emburse:***

*The pricing provided in Folder 2 is compliant with the requirements set forth by Region 4's specific requests on "not-to-exceed" pricing which varies from our standard business model. Further discussions are welcome.*

*Emburse is delivered as a SaaS application and as such does not require distribution platforms.*

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

***Emburse:***

*Emburse is delivered as a SaaS.*

*Amazon Web Services (AWS) is our data center partner. AWS is an industry-leading cloud infrastructure provider in support for SaaS solutions, providing the highest level of physical, system and operational security, telecommunication and power redundancy, geographic dispersion, reliability and support.*

*Chrome River meets regularly with AWS consultants to address growth and security and to make recommendations for the implementation of the newest technologies. In addition, AWS meets Chrome River's requirements for compliance with ISO 27001, PCI DSS and SOC 1, 2 and 3.*

*Chrome River has US data centers located in the US East Region, European data centers located in Dublin, Ireland and Canadian data centers located in Montreal, Canada.*

- E. Provide the number, size and location of Supplier's distribution facilities,

warehouses and retail network as applicable.

***Emburse:***

*Emburse delivers SaaS, and as such does not have warehouses or distribution facilities.*

### **3.3 Marketing and Sales**

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

***Emburse:***

*Upon award, Emburse welcomes further discussions regarding a detailed 90 day Go to Market plan.*

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

***Emburse:***

*Upon award, Emburse welcomes further discussions regarding a detailed 90 day GTM plan.*

- 
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

***Emburse:***

*Should any current applicable public agency customers be eligible to participate in the OMNIA agreement, Emburse will assist in the transition to the OMNIA Master Agreement upon the conclusion of their existing term commitment.*

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

***Emburse:***

*Emburse has read and acknowledges.*

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

***Emburse:***

*The pricing provided in Folder 2 is compliant with items i, iii and iv above. With regards to best government pricing, Emburse has provided pricing based upon Region 4's specific requests on "not-to-exceed" pricing which varies from our standard business model. Further discussions*

are welcome.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

**Emburse:**

*Emburse has read and acknowledges.*

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

**Emburse:**

*Emburse is committed to providing a comprehensive and experienced team to support OMNIA. We will provide these details upon award.*

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

**Emburse:**

*Emburse's Sales Team is comprised in a National structure based upon geographies and vertical markets. The Teams are led by Matt Gahr who can be reached at matt.gahr@emburse.com.*

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

**Emburse:**

*Emburse is committed to providing a comprehensive and experienced team to support OMNIA, to implement, grow and support the national program. OMNIA will be supported by both a dedicated partner manager as well as the vertical markets sales team. Together we will define specific sales goals and strategies supported by a regular cadence of meetings, quarterly business reviews and other metrics.*

- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

**Emburse:**

*As described above, Emburse will support and manage the overall national program through dedicated channels, partner managers and regular account reviews. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases foreach for the previous fiscal year along with a key contact for each.*

**Emburse:**

*As a privately owned company, Emburse does not provide this sales detail. References have been provided in Folder 4.*

- J. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

**Emburse:**

*Emburse is delivered as a SaaS application and as such does not require order management platforms. All orders are placed through the representative. We can further refine this information through our partner network upon award.*

- K. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ \_\_\_\_\_ .00 in year one  
\$ \_\_\_\_\_ .00 in year two  
\$ \_\_\_\_\_ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales

**Emburse:**

*Minimum purchase requirements have not been established. We can further refine this information through our partner network upon award.*

- L. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

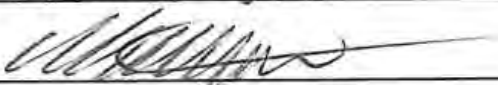
Detail Supplier's strategies under these options when responding to a solicitation.

***Emburse:***

*Purchase requirements have not been established. We can further refine this information through our partner network upon award.*

**RECEIPT OF ADDENDUM NO. 1 - ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Chrome River Technologies MS.  
~~Charger Acquisition Co., Inc.~~  
Contact Person Matthew Gabr  
Signature   
Date 9/8/2021

Crystal Wallace  
Region 4 Education Service Center Business  
Operations Specialist



**Exhibit B**  
**Administration Agreement, Example**

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**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and \_\_\_\_\_ ("**Supplier**").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "**Product**");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the

solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of

being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **TERM OF AGREEMENT; TERMINATION**

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

### **NATIONAL PROMOTION**

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party’s logo (each, the “Logo”) solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party’s Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party’s Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party’s Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party’s Logo.

### **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

12. An “Administrative Fee” shall be defined and due to OMNIA Partners from Supplier in the amount of percent (\_\_\_%) (“**Administrative Fee Percentage**”) multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) (“**Contract Sales**”). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency’s Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C (“**Contract Sales Report**”), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency’s sole discretion, and/or this Agreement, at OMNIA Partners’ sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier’s submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency’s sole discretion, and/or this Agreement, at OMNIA Partners’ sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners’ sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier’s monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners’ reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners’ costs and expenses related to such audit.

## **GENERAL PROVISIONS**

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. 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 it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the

parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

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Signature

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Name

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Title

---

Date

---

Signature  
Sarah Vavra

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Name  
Sr. Vice President, Public Sector  
Contracting

---

Title

---

Date

**Exhibit C**  
**Master Intergovernmental Cooperative Purchasing Agreement, Example**

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**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public



Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**Participating Public Agency:**

**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**  
**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title and Agency Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Sarah E. Vavra

\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector Contracting

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit D**  
**Principal Procurement Agency Certificate, Example**

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**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **Folder 3 Performance and Capability**

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

***Emburse has read and understands.***

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

***Emburse has read and understands.***

- iv. Describe how Offeror responds to emergency orders.

***Emburse:***

*Chrome River is a spend management application platform delivered as a SaaS product which is not subject to executive emergency orders as a non-essential service under the current definitions.*

- v. What is Offeror's average Fill Rate?

***Emburse:***

*Chrome River Expense is a 100% SaaS-based solution and as such does not "ship" orders.*

- vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

***Emburse:***

*Chrome River Expense is a 100% SaaS-based solution and as such does not "ship" orders. Our implementation duration is 6-8 weeks.*

- vii. Describe Offeror's ability to meet service and warranty needs.

***Emburse:***

*Emburse (Chrome River) warrants that the Service will have an average Service Availability of*

99% on a monthly basis. Please review the SLA presented in Tab 6 for further details.

- viii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

**Emburse:**

*All support personnel are in-house Chrome River employees, providing Region 4 with top-tier knowledge for any issue. Chrome River proudly maintains a 98% customer satisfaction rating as it pertains to customer support issue resolution.*

*We understand that interacting with a provider's customer support organization can often be dissatisfying and generally unhelpful. Your open ticket can bounce behind the scenes from department to department with no visibility to you and while dedicated account managers can be a reassuring point of contact promising that your case is being worked on, they may have no meaningful, detailed insight into what exactly is being done to resolve your issue.*

***This is why Chrome River does things differently.*** Tickets are reviewed immediately and routed to the appropriate team (e.g., the support team for research, quick fixes and "how to" questions or the engineering team for code-level changes such as enhancements or bug fixes) so no time is lost by dealing first with an account manager, who often ends up acting only as a middleperson.

*Region 4 has full visibility via the Chrome River Help Desk to see which team has your ticket, which agent is assigned and when the ticket was most recently updated. You can communicate directly with the team actually working on your request and get an idea of the time remaining until its resolution.*

*Our service approach not only wins us countless customers over our competitors but also accounts for many customers' fierce loyalty after years of experience with Chrome River. Furthermore, one of the major differentiators offered by Chrome River is direct access to our C-Suite executives. It's very common for our CEO, CSO and CISO to have direct communications with our customers.*

*For application and configuration issues, requests come directly to our support personnel, via email or by logging into the Chrome River Help Desk. Our Help Desk is available 24/7 for support ticketing, tracking and collaboration. The support center is staffed by employees in the US, the UK, Germany and Australia. Ticket priority can be set by the customer. Email is a widely used method for support communication as each email is automatically associated with a Help Desk ticket and logged accordingly.*

*Chrome River offers all users access to our award-winning Support Portal, where employees can create and log support tickets. Included here are FAQ's, Chrome River Training Camp, training documents, training videos, live webinar registration, online trouble ticket service and Live Chat with Support Experts. Our Support Portal and Support Experts are included in our service offering at no additional cost with unlimited access to your entire organization. All support staff use a standard ticketing system and knowledge base to assist with customer technical or usability questions. Response time varies depending on the severity of the reported issue. The response*

*times vary depending on the channel of support utilized as we offer many options and resources. Average response time via phone is typically three rings whereas emails are responded to same day. Chat is also responded to within a minute.*

- ix. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

***Emburse:***

*Pricing consists of two sets of fees, which will have resulting invoices or automatic payment schedules as agreed upon between Emburse and the participating agency: 1) Applicable one time setup fees, 2) Subscription fees which are on-going and paid based on an agreed upon schedule with the participating agency. Preferred method of payment for subscription fees include: ACH, Pcard, or Emburse Card (if applicable). Checks may be accepted for setup fees but are not preferred. There are no additional fees for use of Pcards/credit cards.*

*Transactional overages are billed either monthly or annually depending on the arrangement with the specific agency.*

- x. Indicated if payment will be accepted via credit card. If so, may credit card payments(s) be made online? Also, state the Convenience fee, if allowable, per the Visa Operating Regulations.

***Emburse:***

*Yes, payment will be accepted via credit card. There are no associated convenience fees for payments via credit card. Our finance team will work with the participating agency to set up the most efficient method of payment which could include online.*

- xi. Describe Offeror's contract implementation/customer transition plan.

***Emburse:***

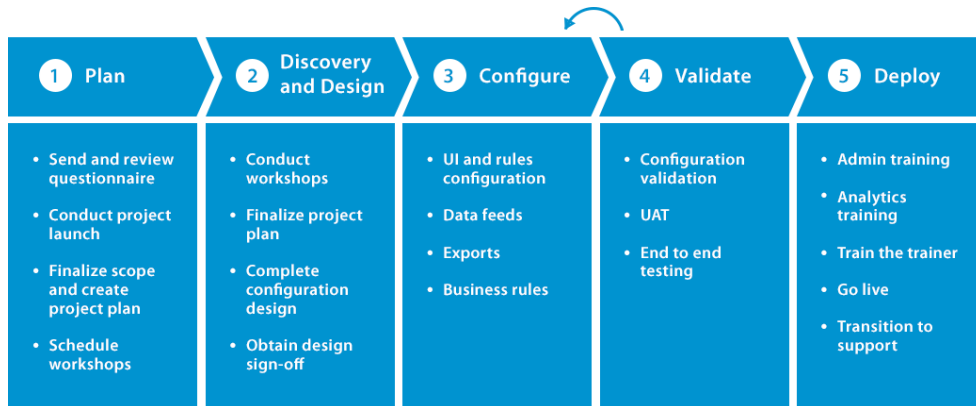
*The following Enterprise Implementation Package is available for the Emburse Chrome River Expense Management platform. The scope, rollout waves, and overall timeline estimates will be determined as part of a scoping and quoting exercise and documented in the Implementation Scope Document.*

**APPROACH**

*One of the first things your Chrome River Project Manager will do is to walk you through our implementation methodology to ensure that you have a clear understanding of how the project will be run. The phases and timelines of the implementation project will vary based on the implementation package purchased, however, below are some key items that apply to all projects.*



- **All implementations are configured directly on, what will be your live, production instance:** All customers will have access to both a production and test (QA) instance of Chrome River. Throughout the implementation project, however, you will be working exclusively in your production environment. The test system will be made available to you after production "go live". All configuration is done in production so you can be assured that the system you have been working on from day one is the exact system you are introducing to your company/organization.
- **Configuration Sprints:** All configuration requirements will be gathered by your Chrome River Project Manager via a series of discovery workshops and additional requirement clarification sessions, as needed. When all requirements are fully captured and signed off, we will proceed to configure the system to meet these requirements. You will have the ability to make a round of small changes or "tweaks" to the configuration. These rounds of changes are called sprints and the number of sprints allowed is determined based on the implementation package purchased. It is important to note that new requirements are not to be introduced in sprints but we do understand the need for small changes or refinements and are happy to work with you on these. Your Chrome River Project Manager will work closely with you to help you understand the types of things that can be addressed in sprints.
- **Project Scope:** The implementation package purchased identifies all items that can potentially be part of your implementation project. Not all customers have a need to implement every item available in their package. Your particular project scope will be defined by you and your Chrome River Project Manager. Items that may have been allowed by your implementation package but which you elected not to implement as part of the project cannot be added (without additional cost) once the project concludes.



**Chrome River Implementation.** Although each implementation is unique, this model outlines the fundamental structure and processes to manage every component of Region 4 project.

### PHASE 1 PLAN

The Plan phase is the foundation upon which the project is built. Due to the importance of this phase, we spend the optimum time necessary to ensure that both the Region 4 and Chrome River teams are comfortable with the project plan and ultimate success of the project.

This phase begins with an internal meeting among those involved in the sales cycle and the implementation project team. The project team then conducts additional discovery with Region 4, accomplished initially through a questionnaire and then schedules the project launch call.

*The initial launch call typically lasts one to two hours, wherein our project team clarifies additional information from the questionnaire and builds out project scope. (We may schedule one or two additional scope planning calls, if needed, to finalize the project scope.) From these planning calls, we create the initial project plan is created. After Region 4 signs off on the initial project plan, we schedule workshops.*

#### **PHASE 2 DISCOVER + DESIGN**

*The Chrome River consultant conducts a workshop to review Region 4's business requirements.*

*The project scoping/launch call will be scheduled during this phase, and a detailed project plan will be developed. This includes the project team, expected timeline for implementation and any additional discovery documents which will be reviewed with your team. The Chrome River consultant will review the Chrome River implementation methodology and validate the project(s) scope(s).*

*The project scoping/launch call will be scheduled. Preferably, this is an online video/web session.*

*Optional to you, we offer a best practice pre-approval user interface review. We will also do an Allocation/cost code workshop where we will validate that the full GL string can be created with the design proposed by the Chrome River consultant.*

*Once all of the planned workshops are complete, we will review the Complete Configuration Scope with Region 4. This document highlights the Chrome River EXPENSE design based on decisions made during the discovery phase of the project*

#### **PHASE 3 CONFIGURE**

*The Configure phase is where we turn the design into reality. Throughout the next series of workshops, we configure the user interface (UI), which includes your unique screens, any Region 4-specific user-defined fields (UDFs) and much more. We also build out both your compliance rules and approval routing during this phase. Finally, we set up the requirements for data exchange.*

#### **PHASE 4 VALIDATE**

*The Validate phase is where Region 4 project team tests what we've built. During this phase, the Region 4 project team can request changes to the rules and/or UI to more seamlessly align with your needs. We then reconfigure the changes, and then Region 4 team will retest.*

*The Configure and Validate phases usually entail one to three iterations. After we've completed this set of iterations together with Region 4, we are ready to begin the system roll-out.*

#### **PHASE 5 DEPLOY**

*The Deploy phase comprises two subphases: 1) Deployment Readiness and 2) Actual Deployment.*

*Deployment Readiness. Although Region 4 project team has been trained throughout the project, this is where final administrator and train-the-trainer training take place. Chrome River employs the train-the-trainer approach, where Region 4 conducts its own end user training; we find this approach to be most effective for this type of system since it's customized to your processes. During this sub-phase, we share best practices and assist you with developing your*

*training and roll-out plans.*

*Actual Deployment. Actual deployment is the process of going live. Region 4 can choose between two approaches: 1) a phased approach or 2) full roll-out. The phased approach generally follows a department-by-department roll-out. Full roll-out is just as the name implies: everyone goes live at the same time. We will work with you to determine the best strategy for your needs.*

*Chrome River resources continue to be available after go-live, and Region 4 can take advantage of ongoing service administration support, included in the standard subscription at no additional cost.*

***Emburse Solution Administrator (Optional service for post go live)***

*Even with a highly rated support organization and customer success management team to help leverage all the benefits of the Chrome River solutions, we recognize an additional need for administrative and configuration assistance. Chrome River partners with you for long-term success and provides a superior customer journey—that journey just got better with **Emburse Solution Administrator**.*

*Emburse Solution Administrator gives large global organizations an additional level of support, engagement, configuration and consulting services. Your designated team of Emburse Solution Administrators (ESAs) will be familiar with Region 4's business requirements to provide additional consulting, optimize your configuration, drive new feature adoption and administer your system through back-end configuration changes for your deployed user population. This offering also includes priority support, case management prioritization and additional assistance with validation scenarios to significantly reduce testing time. Ongoing configuration and administration at the highest level enables Region 4 to continuously scale and ensures Chrome River solutions meet your needs today and as you grow.*

*A designated team of Emburse Solution Administrators (ESAs) will meet with you periodically to stay abreast of your business objectives, propose and demonstrate system behavior options, and implement configuration changes in pursuit of your goals. We will eliminate manual, time-consuming tasks so that you can focus on what matters most.*

*Our team will:*

- *provide ongoing consulting to optimize your processes*
- *conduct education on new features to help you get the most out of your solution*
- *administer the system through back-end configuration changes upon your request*
- *provide hands-on assistance with the customer self-service administration screens*
- *review your incoming configuration change requests, provide clarity as needed and assist with validation*
- *facilitate periodic reviews of your open support cases*

| Priority Order | Case Classification   |
|----------------|---|
| 1              | Urgent cases submitted by <b>Emburse Solution Administrator</b> clients     |
| 2              | Urgent cases submitted by other clients                                     |
| 3              | Non-Urgent cases submitted by <b>Emburse Solution Administrator</b> clients |
| 4              | Non-Urgent cases submitted by other clients                                 |

- xii. Describe the financial condition of Offeror.

**Emburse:**

*Emburse is a privately held company. Key shareholders include senior management, K1 Investment Management and Bain Capital Ventures. As a privately owned company, Emburse does not provide Financial Information. However, if we are selected as the preferred vendor for this project, we are open to sharing.*

- xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

**Emburse:**

*Chrome River Expense is a 100% SaaS-based solution and as such does not "ship" orders.*

- xiv. Describe the Offeror's safety record.

**Emburse:**

*Emburse is an ISO 270001 company and as such is not subject to ISO8001 safety requirements. Chrome River has an ISO 27001-approved Third Party Management Process. As part of that program, our data processor (AWS) is subject to annual due diligence reviews. To comply with various international data privacy regulations, AWS has been certified to the ISO 27018 standard. ISO 27018 is a code of practice that focuses on protection of personal data in the cloud. It is based on ISO 27002 and provides implementation guidance on ISO 27002 controls applicable to public cloud personally identifiable information (PII). It also provides a set of additional controls and associated guidance intended to address public cloud PII protection requirements not addressed by the existing ISO 27002 control set.*

- xv. Provide any additional information relevant to this section.

**Emburse:**

*Emburse has provided further information in Folder 5.*

## Folder 4 Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

**Emburse:**

*Chrome River has been in the expense management business for 14 years. Since Chrome River was founded in 2007, continual innovation has been a critical element in our DNA. Our founders understood that existing technologies for travel and expense were too cumbersome and not able to grow with an organization's changing business needs. Today, we continue to be at the forefront of innovation and are proud to work with major global brands and companies of all sizes across different regions and industries.*

*Since inception, Chrome River has grown at more than 30% per year and currently has more than 1,300 customers across many different industries, with many of them opting to use both our EXPENSE and INVOICE solutions. Notable clients include ExxonMobil, Bosch, Coca-Cola Hellenic Bottling Company, Toyota, Volvo, CBS, HARMAN International, Anthem, Liberty Mutual, Sabre and many more. The Chrome River growth story has been well covered by the Inc. 500|5000 and Deloitte Technology Fast 500 since 2012.*

*In 2020, we announced the launch of Emburse, a new global company that incorporates Chrome River as well as its sister solutions Abacus, Captio, Certify, Nexonia and Tallie. Coming together, we're able to share key technologies—such as real-time expenses, sophisticated data capture and extraction and deep integrations with corporate cards—across the different solutions. At Chrome River, we've already begun to see the benefits of this with a range of new initiatives. Implementation times have shortened significantly so new customers can benefit from our solutions even more quickly. Chrome River admins and end users are benefiting from more automation and self-service options, further empowering them to get the best results from their solutions and get time back from work that often extends into nights and weekends.*

*At Emburse, our mission is to help make our customers' lives—and their businesses—better. **We humanize work** by automating manual tasks and saving users' time, so they can focus on what matters most—their family, community or more rewarding work.*

- ii. Describe Offeror's reputation in the marketplace.

**Emburse:**

*Chrome River has been in the expense management business for 14 years. Since Chrome River was founded in 2007, continual innovation has been a critical element in our DNA. Our founders understood that existing technologies for travel and expense were too cumbersome and not able to grow with an organization's changing business needs. Today, we continue to be at the forefront of innovation and are proud to work with major global brands and companies of all sizes across different regions and industries.*

*Emburse has included the most recent IDC report that indicates "Emburse managed to maintain solid growth in 2020. This momentum was due, in part, to the investments that*



Emburse made into its technology throughout the year, including receipt transcription, a suite of global payment solutions, and virtual card integrations. Emburse also invested resources into growing its ecosystem, which now includes integrations with Triplog, Amazon Business, and Mastercard”

Emburse has received the following Industry recognition:



iii. Describe Offeror’s reputation of products and services in the marketplace.

**Emburse:**

Some of our most recent success stories are highlighted below:



iv. Describe the experience and qualification of key employees.

**Emburse:**





All Emburse Chrome River implementation resources are Chrome River employees with four-year degrees and considerable experience. Solution architects typically have 10+ years’ experience and project managers typically have 5+ years’ experience.

Emburse has included short bios of key personnel below. Visionary, Tenured Leadership—We have a CEO and supporting cast that offers Region 4 the best team on the field as Chrome River and Emburse compete against other products and continue to work toward delighting our customers. This is the team that will get Region 4 to achieve its vision of what spend



management should look like. We also take a “win as a team” mentality and introduce all levels of leadership into our prospect customer interactions consistently as we explore the fit together. These relationships become shared commitments to ensure customer success. All leadership bios can be found at <https://www.emburse.com/company/leadership>

### Experienced Team

|   |   |  |  |
|---|---|--|--|
|    |    |   |   |
| <p><b>Dan Sharratt</b><br/>Sr. Director, Implementation</p> <p>Dan has 20+ years of experience in all facets of software implementation and has worked with large organizations all over the globe.</p> <p>For the past 7 years, Dan has been focused on building a world-class delivery team within our services organization.</p> | <p><b>Carlos Carrasco</b><br/>Director, Implementation</p> <p>Carlos has 17+ years of experience in software implementation, project management, IT and Finance. Carlos oversees the implementation department for our strategic enterprise and professional services customers across the North America and APAC regions.</p> <p>Carlos is a certified public accountant and has worked with some of the largest organizations in the world.</p> | <p><b>Jenny Essner</b><br/>Manager, Implementation</p> <p>Jenny has 15+ years experience in project management and finance. Jenny manages our global implementations for our strategic enterprise customers, including Liberty Mutual, Renault, BASF and Raymond James.</p> <p>Jenny is a certified public accountant and holds an MS in accounting.</p> | <p><b>Kim Perry</b><br/>Engagement Manager</p> <p>Kim has 20 years experience in project management and 8 years as a Global T&amp;E Manager.</p> <p>Kim has launched and is currently working with some of our largest, global implementations including Renault, BASF and Raymond James.</p> <p>Kim speaks Spanish, Vietnamese, and served as a USAF Arabic linguist during Desert Storm.</p> |

- v. Describe Offeror's experience working with the government sector.

**Emburse:**

Currently, the Emburse organization currently serves over 400 institutions that encompass our experience with state universities, K-12 institutions and other state and local agencies. Our solution sets are uniquely designed to handle the needs of complex and heavily regulated organizations. We have a dedicated team to support the government/public sector market and are extremely interested in growing our client base in this area.

- vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

**Emburse:**

Emburse is a privately held company with no material past litigation, reorganization, bankruptcy, or investigations.

- vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

**Emburse:**

The following references each use various aspects of the solutions proposed in this RFP response. They exemplify each organization/institution/agency's ability to customize the best packages of travel and expense products and services to fit its specific needs. Out of courtesy





*to our references, Emburse Chrome River would appreciate you letting us know when you plan to reach out to references. This is not required, simply requested. Sometimes there is a long period of time between when an RFP response is submitted and references are contacted, so this will allow us to ensure their responsiveness and availability to meet your needs. In addition, Emburse and its strategic partners may provide additional references beyond this list based on the specific interests and needs of the participating agency.*

- 1. Grand Canyon Education: Jennie Seidler, Travel Manager, 602 639 7345, [Jennie.Seidler@gce.com](mailto:Jennie.Seidler@gce.com)**  
*GCE uses the Online Booking Platform powered by Deem Etta.*
- 2. Brigham Young University: Brian Marks, Director of Travel, 801-422-2906; [brian.marks@byu.edu](mailto:brian.marks@byu.edu)**  
*BYU has extensive travel abroad programs and uses both the Online Booking Tool powered by Deem as well as Emburse Chrome River Travel & Expense Management platform*
- 3. Iowa State University: Shaun Jamieson, International Risk Manager, (515) 294-6916, [shaun@iastate.edu](mailto:shaun@iastate.edu)**  
*Iowa State has been a client since 2018 and uses the Terra Dotta Travel Registry, Alert Traveler and Study Abroad travel risk management solutions*
- 4. University of Texas – El Paso: Matt Krouse, Assistant Dean of Students, (915) 747-5648, [cmcrouse3@utep.edu](mailto:cmcrouse3@utep.edu)**  
*UT El Paso has been a client since 2019 and uses the Terra Dotta Travel Registry, Alert Traveler and Study Abroad travel risk management solutions*
- 5. Indiana University: Matt Sargent, Manager of Enterprise Business Systems, (812) 856-0488**  
*IU uses the Emburse Chrome River EXPENSE platform which includes PRE APPROVAL and Pcard transaction processing. IU has been a client since August, 2017.*
- 6. University of Minnesota: Joe Thor, Business Systems Analyst, 612-624-0229, [jfthor@umn.edu](mailto:jfthor@umn.edu).**  
  
*The University of MN uses Emburse Chrome River EXPENSE and PRE-APPROVAL as well as Pcard transaction processing UMN has been a client since August 2017.*
- 7. County of Stearns, Minnesota: Joe Greshowak, Financial Systems, 320-696-3903, [joe.greshowak@co.stearns.mn.us](mailto:joe.greshowak@co.stearns.mn.us).**  
  
*The County uses Emburse Chrome River Expense & Pre Approval.*
- 8. Texas Southmost: Gisela Figueroa, Vice President of Finance 956-295-3379 [gisela.figueroa@tsc.edu](mailto:gisela.figueroa@tsc.edu)**  
  
*Texas Southmost is utilizing both the Emburse Chrome River Expense and Invoice applications (discussed in the Value Add Section) uses Emburse Chrome River Expense & Pre Approval.*



9. **Angelina Junior College District: Amy Smith, Assistant Controller, (936) 633-5215, [amsmith@angelina.edu](mailto:amsmith@angelina.edu)**

10. **Sam Houston State University: Rozlynn Kieschnick, Director Disbursements & Travel Services, 936-294-3314, [rxk006@shsu.edu](mailto:rxk006@shsu.edu)**

*SHSU uses Emburse Chrome River Expense & Pre Approval, as well as the Pcard transaction processing capabilities of the platform.*

11. **Angelo State: Brian Braden, Executive Director of Information Technology, 325-942-2333 x6267; [brian.braden@angelo.edu](mailto:brian.braden@angelo.edu)**

*ASU is part of the Texas Tech system who is also implementing Emburse Chrome River Expense Management.*

*The University has been a client since 2017 and uses the Expense Management platform.*

12. **Blinn College: Marcy Kmiec, Director of Accounts Payable, (979) 830-4156, [marcy.kmiec@blinn.edu](mailto:marcy.kmiec@blinn.edu)**

*Blinn College has been a client since 2017 and used the Emburse Chrome River Expense Management platform.*

13. **Embry-Riddle Aeronautical University: Leah Andrade, (386) 226-6997, [leah.king@erau.edu](mailto:leah.king@erau.edu)**

*Embry-Riddle has been a client since 2018 and uses the Terra Dotta Travel Registry, Alert Traveler and Study Abroad travel risk management solutions*

viii. **Provide any additional information relevant to this section.**

***Emburse:***

*Emburse is a global leader in expense management and AP automation solutions, which is trusted by more than 9 million users in more than 120 countries. Over 16,000 customers rely on Emburse to eliminate manual processes, make faster, smarter decisions, and help make users' lives - and their businesses - better.*

*Chrome River, rated as a Leader in expense management and accounts payable automation by analyst firm IDC, provides innovative, user-friendly solutions for global enterprises, including Grant Thornton, Harman, Masco, and Toyota.*

## Folder 5 Value Add

### **d) Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

**Emburse:** *In addition to the Travel Booking, Duty of Care and Expense Management solutions proposed, Emburse offers a full suite of Purchasing and Accounts Payable Automation solutions. These include:*

- *Requisition and Purchase Order*
- *Vendor Portal*
- *Vendor Invoice Management*
- *Business rules for compliance and multi- threaded approval routing*
- *B2B Payments – fully integrated as part of our Invoice Management solution that include check, ACH and virtual card payment options for your vendors. Virtual card options offer rebate potential which greatly offset any solution costs.*

*The A/P Automation suite is part of the same platform as the Expense Management module and is fully integrated to the same dashboard promoting ease of adoption as well as a beautiful, intuitive, completely mobile user interface. Pricing is offered at a discounted rate for participating agencies and will depend largely on overall invoice volume. Other discounts and pricing structures may also be available based on individual agency needs. As additional value-add solutions evolve with the Purchasing and A/P Automation Suite, we are glad to make them available to participating agencies.*

#### Base bundle includes:

- *Chrome River INVOICE (see datasheet 10 attached)*
- *Q/A (test) & Prod environments*
- *Optical Character Recognition for Invoices*
- *Business Rules Engine for compliance and approval routing automation*
- *System Standard Reports*
- *Unlimited users*
- *All software upgrades & releases*
- *Customer Support*



- Customer Success Manager

- Data Exchange via Secure File Transfer or Open REST API Library

***INVOICE Management: Not to Exceed Pricing Schedule is as follows:***

*Estimated Annual Invoices:*

*Minimum = 4,000 invoices \$2.52/invoice*

*4001 – 8,000 invoices - \$2.25/invoice*

*8,001 – 12,000 invoices - \$2.12/invoice*

*12,001 – 20,000 invoices - \$2.07/invoice*

*20,001 - 30,000 invoices - \$1.97/invoice*

*30,001 – 40,000 invoices - \$1.93/invoice*

*40,001 – 50,000 invoices - \$1.88/invoice*

*50,001 – 60,000 invoices - \$1.83/invoice*

*60,001 – 80,000 invoices - \$1.77/invoice*

*80,001 – 100,000 invoices - \$1.60/invoice*

*100,001 – 125,000 invoices - \$1.35/invoice*

*125,001 – 150,000 invoices - \$1.22/invoice*

*150,000 + invoices – custom enterprise quote available*

*Overage fees may apply for each invoice processed in excess of the contracted amount. Overage fees will not exceed 40% of the unit price per invoice report.*

*Implementation: Not to exceed pricing is 50% of the first year's annual subscription fee.*

*Requisition & Purchasing: Additional fees will depend upon features being used*

*Vendor Portal: Additional fees will depend upon features being used*

*B2B Payments (see datasheet 11 attached): \$2.50 per check; \$.50 ACH; \$0 Virtual Card – additional rebates may be available depending on the agency volume.*

**Additional Options:**

*In addition to the Emburse Chrome River Accounts Payable automation platform, Emburse also provides the Certify Accounts Payable Automation platform.*





*The services and pricing offerings are similar and will follow the not to exceed pricing established in this RFP. For certain agencies with simpler requirements, the Emburse Certify platform may be an excellent and cost effective fit.*

**Additive Options:**

*From time to time, Emburse will develop and/or acquire new solutions and strategic partner offerings. Emburse will make all new solution sets available to Region 4 agencies as optional solutions.*

i.



# Make better spending decisions



When it comes to optimizing spend, you can't improve what you can't track.

Emburse Analytics centralizes your organizational spend into a single, stunning dashboard. Its clarity empowers leadership to make strategic business decisions that improve your financial health.

## Gain more insight with Emburse Analytics

With all your spend data safely in one place, you can make informed data-driven business decisions to improve your financial health. Negotiate better discounts with vendors. Attract investors. Forecast to manage cash flow and predict spend.



### BETTER BUDGETING

Make more informed decisions about how you plan to spend. Review spend over any period of time, by department, region and more.



### INCREASE ACCOUNTABILITY

Provide leadership and managers visually appealing charts to show how they're spending across an organization or department.

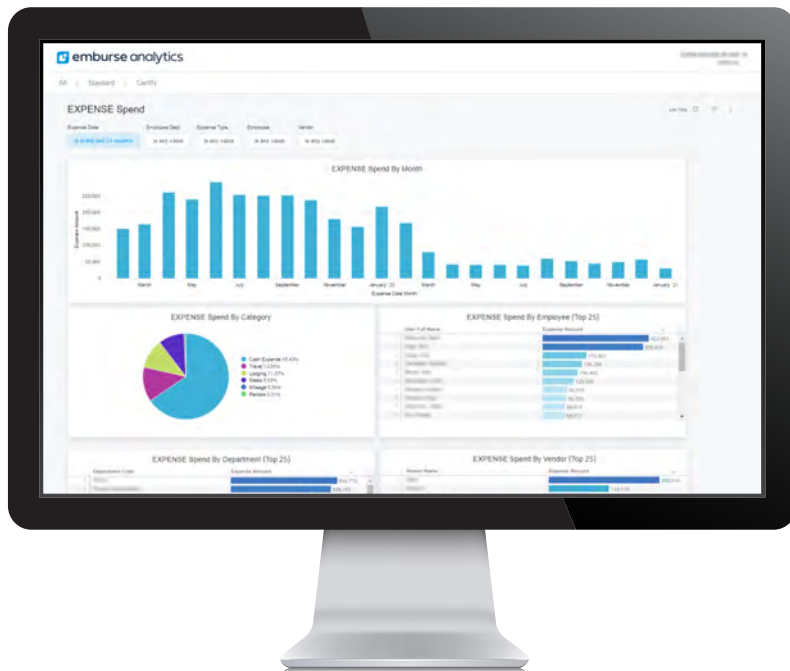


### IMPROVE COMPLIANCE

Whether spending is going down, or up, your finance team needs to know why. Easily identify outliers and dig into the details of any unusual spending trends.



# Transform data into actionable insights



## Three levels of enhanced visibility

### EMBURSE ANALYTICS

Gain a high-level overview of organizational spending. Reports and dashboards track spend across all of our standard expense categories fields. Easily download and share exported reports in CSV, JSON, HTML, PDF, and XLSX formats.

### EMBURSE ANALYTICS PRO

This upgraded view of analytics provides visibility into spending across custom fields. Schedule and send reports to unlimited recipients via email, SFTP, or export. Provision access for leadership to monitor their own spending, and gain an hour of expert guidance from our team.

### EMBURSE INSIGHT ADVISOR

Insight Advisor provides pro-level analytics with a tailored, human touch. A designated team of experts assists in turning your data into actionable insights. They can help with everything from hands-on Emburse Analytics training to setting up secure data access filtering. Your team is also available to assist in creating key performance indicator reports to reduce costs and drive efficiency.

## Emburse Analytics features



### DASHBOARDS BUILT FOR SPEND

With standard dashboards included in Emburse Analytics, spend trends are easily understood, making analysis even faster.



### DRILL DOWN INTO DETAILS

With a click, you can dig into areas of concern and see what caused spend spikes or specific expenses that impacted overall budgets. No more investigations via email with attached spreadsheets, see everything in a couple of clicks.




### SHARE VIA PDF

Spend dashboards and any reports can be saved and shared in an easy to consume PDF format. Stop spending hours a month building out trending spend reports, just download, save, and share.







# Your Data, Your Way - a tailored approach to travel, expense and accounts payable reporting

## **EMBURSE INSIGHT ADVISOR**

As your organization grows to meet industry trends and market demands, your reporting needs must evolve over time to support it. Whether your requirements are purely operational like managing cash flow, or you have more strategic needs such as negotiating terms with suppliers, or preventing fraud, the Emburse Insight Advisor service will work with you to build custom reports and dashboards to help you develop insights to make informed data driven decisions.

This service brings together a designated team of reporting experts who are knowledgeable in travel, expense, and accounts payable reporting data and will help you turn your corporate spend data into consumable information that can be distributed across your teams.



### Create Efficiency

Insight Advisor provides you the resources you need to streamline the report management process and reduce costs to become more efficient.



### Drive Insight

Your data is valuable. Don't let it stay locked away in various systems. Leverage comprehensive report building tools and resources to give your organization the insight it needs to make strategic data driven decisions saving you time and money.



### Increase Agility

Emburse Insight Advisor gives your teams the tools they need to understand spending patterns and help your organization drive growth to meet the changing needs of the market.



*We recently put through a very rigorous request for a custom report that would allow us maximum flexibility to pull individual receipts, which we've recently started collecting at the line item level. We asked for the moon, expecting to get a portion of the functionality we wanted, but Chrome River went above and beyond. Chrome River showed great passion for delivering something exceptional.*

SUSAN SALLAS  
DIRECTOR, FINANCE OPERATIONS & REPORTING

## Gain Insights More Efficiently

### Custom Reporting

A dedicated team of reporting experts will assist in turning your travel, expense and accounts payable data into consumable information that is tailored to your objectives and helps you uncover actionable insights into your organizations spending patterns.

### Find Savings

As your organization evolves, the way you leverage data is critical in reducing costs and creating efficiency. Real time access to spend by vendor enables your organization to negotiate better rates with suppliers based on data vs. intuition.

### Proactive Training

Receive hands on training by our dedicated team of experts to learn exactly how to leverage the powerful report engine tool most effectively.

### Expert Team

Chrome River's designated reporting team will provide training, custom report authoring, setup security data access filtering and establish report bursting to various recipients.

## About Chrome River

Chrome River is part of Emburse, a global leader in expense management and accounts payable automation solutions, which is trusted by more than 4.5 million users in more than 120 countries. Over 14,000 customers, from start-ups to global organizations, rely on Emburse's tailored, highly-configurable offerings.



# Optimize your travel program and reduce T&E spend



## Solution Overview

Emburse DVI empowers companies to optimize their travel program and reduce spend by delivering insightful dashboards with accurate, clean data to better enforce policies and keep travelers safe.

Multiple sources of travel data are aggregated, cleansed, normalized, matched, and enhanced to allow for swift understanding and decision making.

## Data Sources

Data is brought in from all of your sources without any need for manipulation.

- TMC/Back Office
- Expense
- Credit Card Data
- HR Hierarchy, GL, GEO
- Budget
- Industry Benchmarks



### TRAVEL PROGRAM

Proactively manage policy compliance, utilizing what-if scenarios to identify potential enhancements.



### REDUCE TRAVEL SPEND

Understanding the volumes and patterns for both travel and lodging allows for more effective budgeting and negotiations.



### PROTECT EMPLOYEES WHILE TRAVELING

Know where travelers have been and where they will be going to take proactive actions as needed.





## Customer Value

Analyzed meal spend per region and identified savings opportunities through market-specific meal cap modifications, saving over \$250K annually.

Accurately captured all out-of-program spend, identified root causes, and implemented policy changes to drive savings of 14% of total hotel costs.

Identified over \$3M in annual savings by shifting taxi vs. rideshare volume based on specific locations.

Identified potential volumes to shift and leveraged total spend including ancillaries for additional savings in contract negotiations, totaling over 4% of total travel spend.

## Features

### DATA

- Understand complete travel program including all costs.
- Identification of total cost of travel with absolute accuracy.
- Improved data quality for confident decision making.

### VISUALIZATION

- Analyze complex data in an easily understood format.
- Single dynamic platform for all stakeholders.
- Identify trends to take proactive, corrective action.

### INTELLIGENCE

- Know where your travelers have been and where they're going.
- Achieve a higher level of insight than with reporting tools.
- Reduce spend with effective negotiations and policy changes.





# GPS mileage tracking— automatically capture mileage for accurate and timely reimbursements

## **GPS MILEAGE TRACKING**

For many organizations, mileage tracking and reimbursement can often be a blind spot by relying on travelers to manually calculate their mileage at the end of their trip. It's estimated that employees who manually enter mileage overstate distances by 25% or more, leaving organizations open to fraud and many thousands of dollars each year in excess reimbursements.

Chrome River's partnership with TripLog allows your employees to automatically capture mileage and easily submit for reimbursement. Travelers can effortlessly keep track of their mileage details while giving your organization the peace of mind that mileage reimbursement requests are precise—every trip.



## Create Efficiency

Maximize your employees' efficiency by eliminating the need for travelers to manually calculate and track automobile mileage.



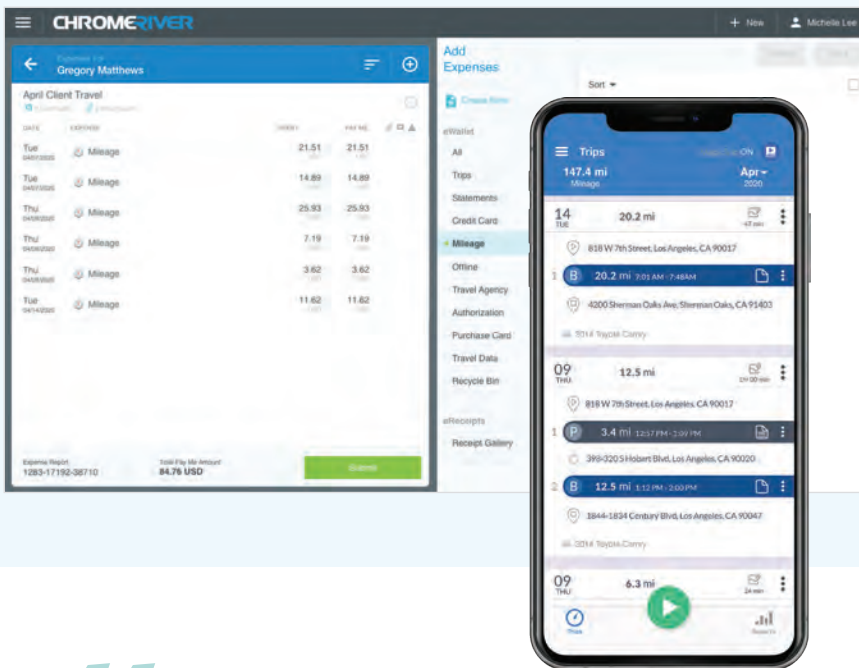
## Drive Insight

Gain greater insights into your travel spend data by accurately capturing each traveler's mileage details on every trip.



## Increase Agility

Give your employees the agility to move away from manual data entry. They can easily import their TripLog mileage details into their Chrome River eWallet, for timely submission and reimbursement.



*Efficiency gains are key! With Chrome River, we've been able to reduce spending by 20% and reimburse travelers 70% faster.*

ALBERT KUPFER,  
DIRECTOR FINANCE & ADMINISTRATION



www.chromeriver.com | info@chromeriver.com | +1 (888) 781.0088

## Features

### Automatic Mileage Capture

Automatically capture mileage with an easy-to-use mobile app, with built-in cost saving tools.

### Seamless Expense Submission

Automatically import TripLog data into your Chrome River eWallet for streamlined and timely reimbursement requests.

### Accurate Mileage Reimbursement

Never worry about employees inflating their mileage again, by enabling them with a simple tool for transparent, accurate, and secure, mileage calculation.



*Chrome River is the most feature-rich, yet cost-effective solution. We can now reimburse travelers up to 75% faster!*

SHELTON PALMER,  
EXPENSE AND CARD ADMINISTRATOR



## About Chrome River

Chrome River is part of Emburse, a global leader in expense management and accounts payable automation solutions, which is trusted by more than 4.5 million users in more than 120 countries. Over 14,000 customers, from start-ups to global organizations, rely on Emburse's tailored, highly-configurable offerings.



## EMBURSE AUDIT

# Enforcement without effort

Even the best controls need verification to ensure they're effective. Rely on our intelligent technology and expert team of auditors to catch fraudulent transactions, identify wasteful spend, and ensure compliance.



### Effectively increase compliance with automation

Time spent verifying compliance is time away from more strategic work. Approvers often don't have the context, knowledge or time to accurately and promptly identify out-of-policy spend. Emburse Audit offloads your entire audit process to a team of technology-assisted independent experts to quickly identify suspicious spending patterns and expenses that exceed your policy.

Intelligent machine learning algorithms help our human auditors easily identify which invoices, receipts and policy exceptions to review as part of your approval process. They uncover suspicious activity, as well as determine the validity of a transaction—freeing your team from uncomfortable conversations and empowering them to reimburse employees quickly.



#### REDUCE RISK

Protect your brand from negative publicity or legal action.



#### INCREASE EFFICIENCY

Spend less time playing "policy police" and more time on strategic work to grow the business.



#### ENSURE COMPLIANCE

Flag unauthorized purchases and expenses that are non-compliant with ease.





## Your first line of defense

Emburse Audit modernizes the way finance teams integrate auditing into their spend management process. It provides a targeted, independent review of your organizations most at-risk spend. Our intelligent technology flags non-compliant or wasteful spend and routes it to our expert team for thorough review—all before reaching an internal approver.

### OUR AUDIT PROFESSIONALS WILL:

#### Maximize Efficiency

Streamline your expense reimbursement and accounts payable automation processes with integrated machine learning and artificial intelligence powered auditing. Say goodbye to long reimbursement times, duplicate payments and inefficient internal approvals. Say hello to intelligent auditing, done right.

#### Make smart, data-backed choices

Our intuitive audit technology targets suspicious activity to flag errors, fraud and wasteful spend for our team of experts to review. Over time, our machine learning algorithm understands your unique compliance rules and flags these transactions more intelligently.

#### Free your team to add more value

Future proof your business and your finance team as you scale without worrying about the burden internal auditing puts on your staff. Instead, empower your team to reimburse employees quickly and enjoy the peace of mind each payment is in compliance, every time.

**Time spent auditing is time away from more strategic work.**

---



**The biggest impact is the reduction of time needed to submit, audit, enter and pay expenses, not just for the accounting group but for the attorneys and their assistants as well. No more lost forms or delays on approvals. The attorneys and their assistants love it, and definitely speeds up the reimbursement process.**

**Alice Trammel**

Accounting Manager, Dinsmore & Shohl

## Avoid wasteful spend

### MITIGATE RISK

Easily catch duplicates, errors, and compliance violations before any invoices are reviewed by your internal approvers.

### REDUCE SPEND

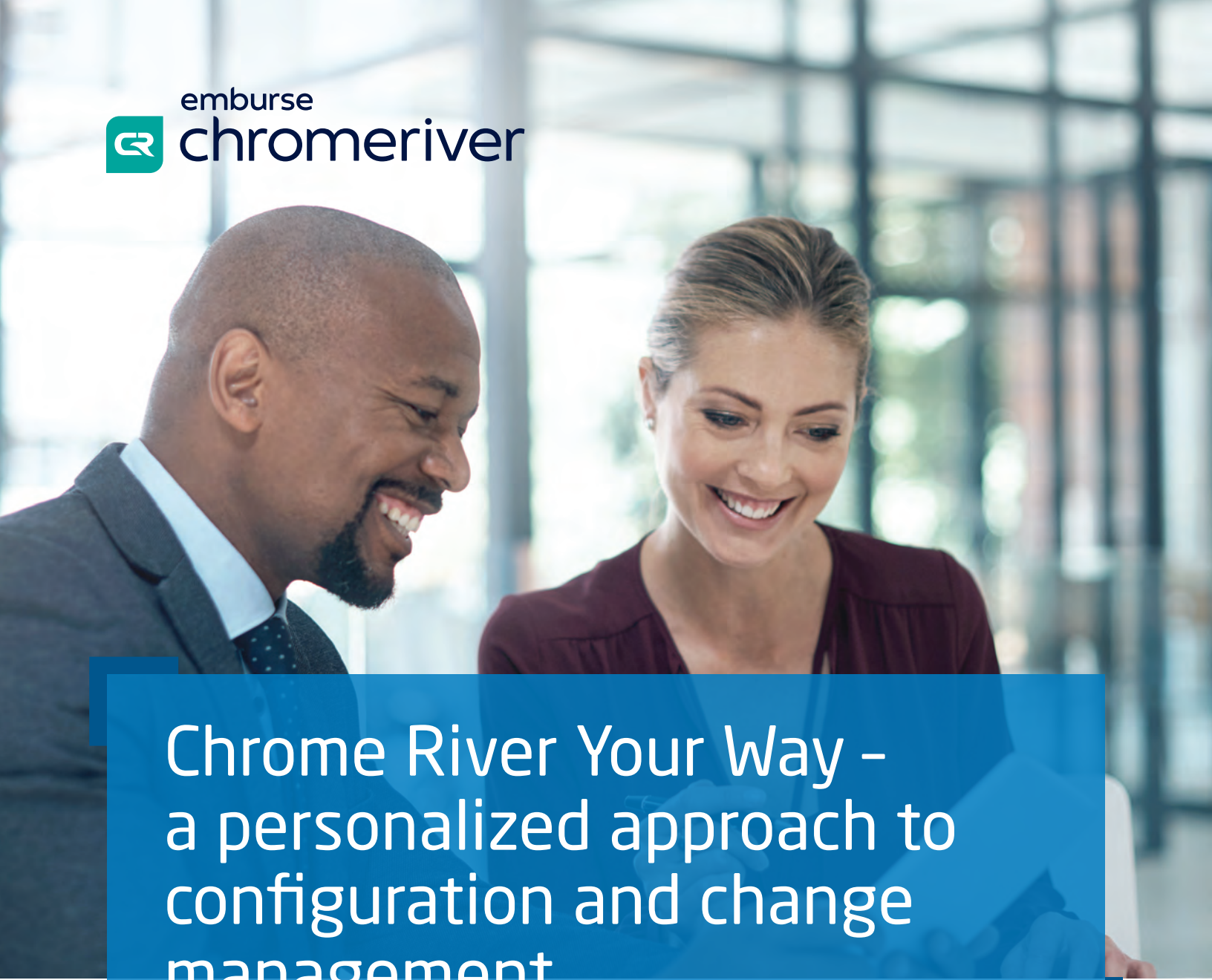
Let our intelligent technology and team of experts uncover suspicious spend patterns before any payment has been made.

### ENSURE COMPLIANCE

Validate each expense reimbursement request adheres to your corporate policies—even if those policies change over time.

### UNBIASED EXPERTS

A tech-assisted approach allows our team of independent auditors to target high risk spend and resolve exceptions directly with employees.



# Chrome River Your Way – a personalized approach to configuration and change management

## **EMBURSE SOLUTION ADMINISTRATOR**

Even with a highly rated support organization and customer success management team to help leverage all the benefits of the Chrome River solutions, we recognize an additional need for administrative and configuration assistance. Chrome River partners with you for long-term success and provides a superior customer journey. That journey just got better with Emburse Solution Administrator.

The Emburse Solution Administrator service package is available for EXPENSE and INVOICE customers. It leverages our team of Emburse Solution Administrators (ESA's) who are familiar with your business requirements to provide additional consulting, optimize your configuration, drive new feature adoption, and administer your system through back-end configuration changes for your deployed user population. This offering will also include priority support, case management prioritization and additional assistance with validation scenarios to significantly reduce testing time.



### Create Efficiency

Your team's time is valuable. Let our team of Emburse Solution Administrators (ESA's) administer your solution to eliminate manual, time consuming tasks and maximize the efficiency of Chrome River EXPENSE and INVOICE.



### Drive Insight

With the ability to receive personalized hands-on assistance within the customer self-service administration screens your teams will be empowered to make changes and drive insights to make data driven decisions in real time.



### Increase Agility

Ongoing configuration changes at the highest level enables your organization to continuously scale and provide a solution that grows with your needs.



*It's highly customizable—we give the requirements and Chrome River designs around us. What I really appreciate is the fast turnaround between a request and the deliverable. Plus the ease of opening a ticket—it's just an email—nothing complicated. And help is a phone call away—I like being able to speak with someone—when something is more than I want to put in an email.*

AN INDUSTRY-LEADING FORTUNE 500 COMPANY

## Priority Support, Customer Success Management and Administration

### Custom Configuration

Our team of Emburse Solution Administrators (ESA's) will optimize your configuration, and make the necessary adjustments as your business requirements change to let business flow and enhance the user experience.

### Personalized Support

Get the prioritized support you deserve, when you need it, with our designated support experts who are familiar with your business requirements.

### Customer Success

As your business evolves, stay in sync by setting up additional personalized business reviews with a dedicated customer success manager.

### Case Management

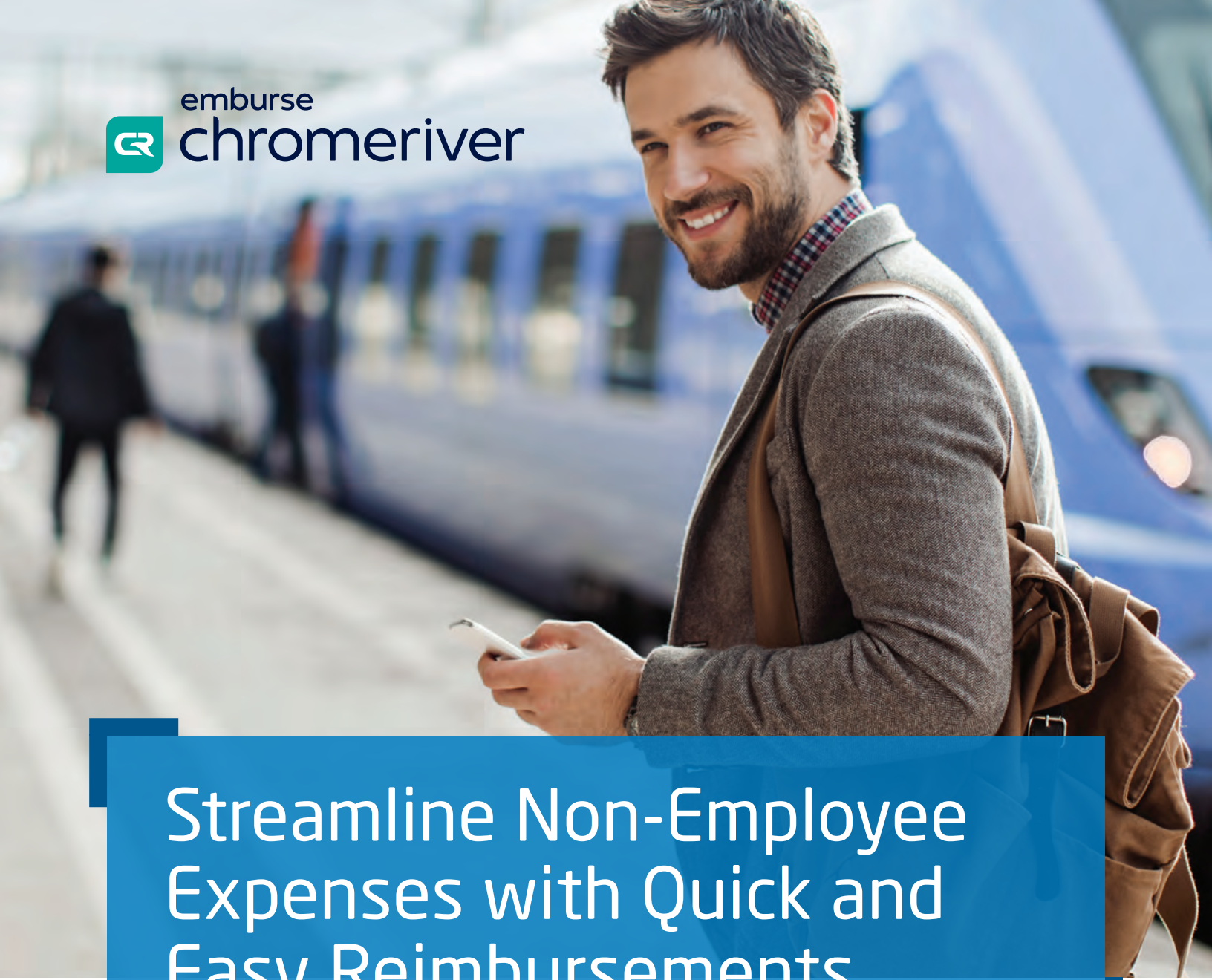
Enjoy case prioritization and additional assistance with validation.



## About Chrome River

Chrome River is part of Emburse, a global leader in expense management and accounts payable automation solutions, which is trusted by more than 4.5 million users in more than 120 countries. Over 14,000 customers, from start-ups to global organizations, rely on Emburse's tailored, highly-configurable offerings.





# Streamline Non-Employee Expenses with Quick and Easy Reimbursements

## Chrome River **REACH**

Reimbursing external parties can be challenging in systems designed for employees. There is often no simple way to provision accounts to automate the expense reimbursement process. This leads to non-standard, often manual, workflows that are time-consuming and subject to error.

### **There is a better way.**

Chrome River leverages Abacus REACH to provide an expense management solution that enables your organization to quickly and easily manage reimbursements to non-employee groups, such as job candidates, external consultants and contractors. With an intuitive mobile-first design, REACH allows you to quickly and easily provision temporary access to non-employees. Users can then upload receipts and follow a predefined workflow and approval process for fast reimbursement. Streamline the process further by leveraging built-in virtual card capability, to pre-approve spending and ensure policy compliance at the point of sale, eliminating the need for traveler reimbursement.



### Create Efficiency

You leave an impression every time you interact with an entity outside of your organization. Providing an efficient process to manage expenses for non-employees reflects positively on your organization whether they are candidates looking to join your team or consultants and contractors who are traveling. A seamless user experience leaves the right impression and gives you peace of mind that policy is properly enforced.



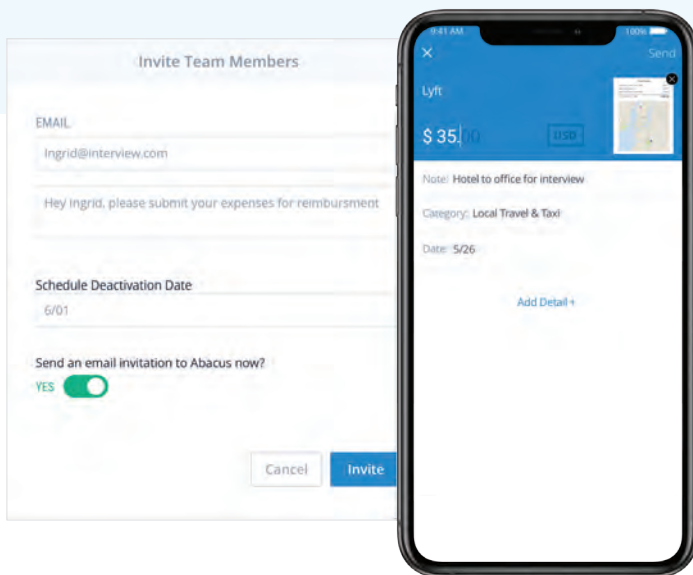
### Drive Insight

Real-time reports organize your expenses, give insights, and help identify trends in spending, helping you set auto-enforcing rules that give you deeper control of corporate expenses. Say goodbye to excessive spending and hello to improved insight and control.



### Increase Agility

With the ability to continuously scale, REACH provides an agile expense management solution that grows with your needs. With flexible, easy to use template creation, you can integrate with the financial system of your choice or leverage Emburse Cards to eliminate the need to process payment from your ERP. Our solution can also meet any global needs with the ability to process expenses worldwide and convert currency no matter where non-employees are.



## Streamline Expenses for Non-Employees

### Fast Reimbursement

Non-employees want to be reimbursed for expenses as quickly as possible. Within 48 hours, REACH will direct deposit the amount into their bank account.

### Easy Submission

Instead of worrying about finding a lost receipt or remembering what the purchase was for, non-employees have the option of real time expense submission at the point of sale.

### Transparent Policy

Users want to know exactly what expenses can be reimbursed prior to purchase. Reach provides complete visibility into your expense policy for non-employees.

### Emburse Cards

With the addition of virtual or physical credit cards, travel and expense policies can be automatically enforced at the point-of sale.

## About Chrome River

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A woman with dark curly hair, wearing a white t-shirt, is sitting at a desk in an office. She is looking at a computer monitor and has her hand resting on her chin, appearing to be in deep thought. The background is a bright, modern office space with large windows and a whiteboard.

# Gain Visibility and Increase Agility with Automated Invoice Management

## Chrome River **INVOICE**

Invoice management has long been a manual, time-consuming process for many organizations. As a result, AP teams are not able to focus on high-level initiatives because they are often tied up with the tedious tasks required to process invoices manually. Paper-based processes result in a lack of visibility, data accuracy and efficiency that modern AP teams really need in order to be agile and strategic in a constantly evolving market.

[Chrome River INVOICE](#) offers a fully mobile invoice management solution that expedites invoice processing and supplier payments while increasing visibility of spend enabling AP teams to drive savings. Take your invoice management to the next level with an intuitive solution that simplifies the invoice management process. Suppliers will love how fast they will be paid, approvers will love how easy it is to approve invoices, and AP teams will love how simple it is to use.





## Create Efficiency

Chrome River INVOICE creates operational efficiency by empowering end users to create invoices easily on the go or at the office. Leverage embedded OCR technology to read vendor invoices and automatically create invoice records for payment. Our embedded business rules engine and approval routing ensure invoices are in compliance with policy and reviewed appropriately. With full visibility into the business process flow, AP Teams spend less time chasing invoices and more time working on high priority tasks.



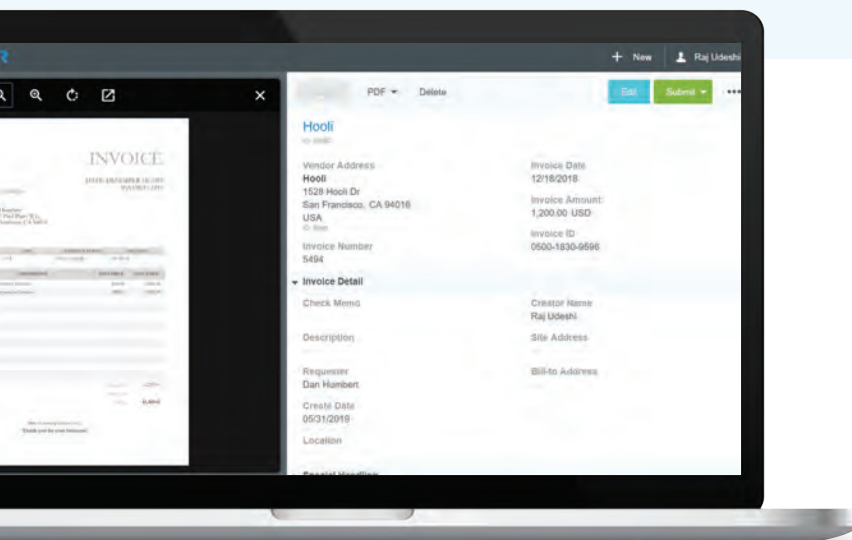
## Drive Insights

Combined with [ANALYTICS](#), Chrome River INVOICE provides your business with the ability to gain insights into your overall spend. Key operational metrics and spend analytics enables your team to have more control and drive cost savings. Your business can specifically obtain a clear, accurate picture of your invoice spend, volumes and cycle-times with ANALYTICS, enabling your AP team to negotiate with suppliers and make data-driven decisions.



## Increase Agility

Chrome River INVOICE is tightly integrated with EXPENSE so that your organization does not have difficulty with employee adoption across the two solutions and your back office can get up and running with an intuitive experience right away. The seamless implementation of Chrome River also minimizes the workload for IT administrators, freeing up their time to focus on more strategic initiatives.



# Automated Invoice Management

## OCR VISION

Embedded OCR technology reads and extracts relevant information from vendor invoice images and validates the resulting data including invoice numbers, dates, amounts, vendors, and PO numbers to create invoices ready for payment.

## PURCHASE ORDER

Chrome River [PURCHASE ORDER](#), fully integrated with Chrome River INVOICE, provides the ability to create purchase requisitions and route for approval and conversion into purchase orders ready for suppliers. Gain the ability to plan spend mindfully with confidence knowing your organization's procurement policies and procedures have been met.

## Two and Three-way Matching

Integrate purchase order and goods receipts using the [Chrome River Cloud Connector](#) to match against invoices to ensure you are paying vendors for exactly what was approved, ordered and received.

## Full Visibility and Approval Capability

Chrome River INVOICE offers easy approval processing right from your email with systematic alerts and notifications when the status of an invoice changes. Full visibility across multiple office locations with a centralized invoice database.

## About Chrome River

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# Emburse Pay B2B Payments Efficient, integrated vendor payments

Automate your entire invoice lifecycle within a single, user-friendly solution.



## A one-stop shop for accounts payable automation and payments

Automating the entire accounts payable workflow provides instant savings in both time and money. Finance can use a single, elegant platform to manage the entire transaction with all data syncing to your accounting system.

Your finance team also gains a powerful opportunity to optimize the invoice-to-pay process within the same application. They can check the status of any invoice with a few clicks--instead of chasing paper. This significantly reduces the hard costs associated with manual processes and accelerates the ability to earn rebates quicker.



### REDUCE COSTS AND INCREASE EFFICIENCY

Flexible payment options provide an integrated way to easily pay vendors and reconcile payments while cutting out error-prone manual processes.



### MAXIMIZE SAVINGS AND GENERATE REVENUE

Generate revenue through virtual card rebates while gaining greater visibility into company wide spend to maximize savings and discounts.



### ENABLE AND ONBOARD VENDORS QUICKLY

Our team of experts will get your suppliers on board quickly. We'll even support adding new vendors at your request.



## Less time cutting checks lets finance achieve more

Traditional check processing is expensive, slow, and risky. B2B Payments simplifies everything from remittance to reconciliation—while syncing with your accounting system. You'll reduce payment execution costs and timelines, opening up the potential to spot trends and create stronger payment strategies.

### **PAY INVOICES SECURELY AND MORE EFFICIENTLY**

Flexible electronic payments, like ACH and credit cards, provide a fast, secure way to pay vendors. We can handle vendor checks for you, too.

### **UNITE A DISCONNECTED PROCESS**

B2B Payments is the final piece of AP automation. You can easily manage vouchers, approve purchase orders, and pay vendors in one elegant platform.

## Turn payments into potential

With high invoice volumes, switching to electronic payments offers incredible advantages. B2B Payments streamlines everything and rewards you with cash back rebates and the potential for early payment discounts.

### **GIVE YOUR TEAM MORE TIME TO FIND SAVINGS**

- Generate cash back rebates through card payments.
- Negotiate better terms with your vendors and suppliers.
- Erase the risk of losses from duplicate or fraudulent payments.

## Let us handle the heavy lifting

Unlike other card programs with little to no vendor interaction, our team of experts handles the vendor onboarding. We'll enable your existing vendors to accept electronic payments, support them as you grow, and automate the entire process.

### **IDENTIFY YOUR KEY VENDORS**

Using a simple report from your ERP, we identify eligible vendors and offer recommendations.

### **ENABLE YOUR SUPPLIERS**

We build campaigns so your vendors set up to accept electronic payments.

### **IMPROVE YOUR RELATIONSHIPS**

Our team will regularly connect to identify and enable new vendors you add.

## The benefits of integrated vendor payments

### **SIMPLIFIED PAYMENTS**

Eliminate tedious, error-prone tasks and find more opportunities for strategic savings.

### **OPTIMIZE SPEND**

Gain more time to spot trends without chasing paper.

### **ADDITIONAL REVENUE**

Realize an additional revenue stream by earning a rebate on all card payments.

### **ENHANCED VISIBILITY**

See everything from in-progress invoices to completed transactions.

### **INCREASED AGILITY**

Adapt to any vendor with our flexible solution. Mail a check right from the Emburse Pay dashboard or pay virtually and gain cash back rewards.



## Market Share

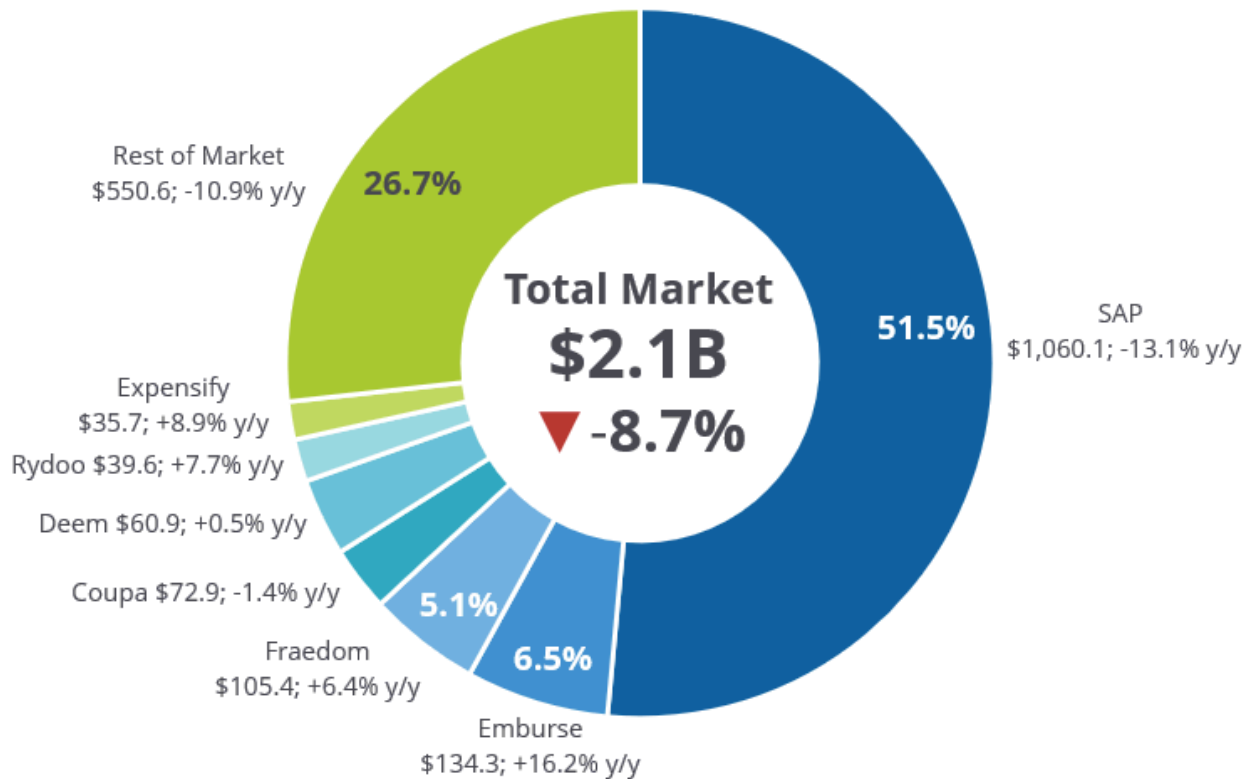
# Worldwide Travel and Expense Management Software Market Shares, 2020: Travel Down But New Opportunities Emerge

Kevin Permenter

### IDC MARKET SHARE FIGURE

FIGURE 1

### Worldwide Travel and Expense Management Software 2020 Share Snapshot



Note: 2020 Share (%), Revenue (\$M), and Growth (%)

Source: IDC, 2021

## EXECUTIVE SUMMARY

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The pandemic severely impacted the corporate travel industry in 2020. Between the global lockdowns that cascaded throughout the first part of the 2020 and the travel restrictions that many businesses had to deploy to keep themselves safe and limit the risk to their businesses, 2020 will go down as one of the most disruptive years in recent memory. In detail:

- **Cancelled events and trade shows.** Major conferences and trade shows were cancelled in 2020 around the globe, including some of the largest events such as the E3 Conference, Salesforce Dreamforce, and Mobile World Congress. The impact of these major nodes of corporate travel is still being assessed. However, it is safe to say that billions of dollars were lost in sales opportunities, fundraising efforts, and product marketing traction.
- **Content cutbacks.** The major carriers announced reduced services (e.g., number of flights and number of routes), passenger seat restrictions on current flights, and employee layoffs. This happened for carriers around the global, essentially all at once. Corporate travelers who were willing to travel often found it difficult to find the necessary flights, hotels, and cars to carry their trip safely.
- **Global lockdowns.** By the end of April 2020, about half of the world's population was under some form of pandemic safety-related lockdown. Only essential businesses could operate, and only essential workers could travel during this time. While the ultimate efficacy of these lockdowns on public health has yet to be fully explored, the impact on corporate travel was severe and immediate.

There is no doubt that the travel and expense (T&E) market was heavily impacted by the travel bans and restrictions, but throughout it all, there were areas of growth to be found:

- The hybrid and remote working models added greater complexity to the process of expense management, ushering in new expense types with personal protective equipment (PPE) and expenses for home office setups (i.e., keyboards, monitors, and internet access). This change in the expense mix prompted many businesses to seek out tools with additional expense management and auditing functionality.
- Many organizations took the recess of business travel to reevaluate their current vendor and travel partner relationships. In essence, it was an opportunity to swap out old legacy systems and replace them with new cloud-native systems.
- Some organizations were burned by terrible customer experience from the prior vendors at the height of all the confusion and cancellations. These businesses sought to replace the current T&E vendor with one that provides better customer support or a better user experience overall.
- More businesses took the opportunity to add new features to control spend or provide more duty of care-related functionality and controls. This was an especially powerful differentiator for software vendors with preexisting ties to new emerging areas within T&E such as auditing, sustainability, virtual cards, and duty of care.

This IDC study reviews the competitive market for travel and expense (T&E) management software in 2020.

"While business travel was down, many organizations took time to update/augment their expense management systems and accelerate their digital transformation journeys. Those T&E vendors that have either deep integrations or native expense management functionality were able to find pockets of growth, even amid the global travel slowdown," said Kevin M. Permenter, research manager for Enterprise Applications with IDC.

## ADVICE FOR TECHNOLOGY SUPPLIERS

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Technology suppliers of travel and expense management software should consider the following:

- **See the ecosystem as a differentiator:** For many end-user customers, the first stop when selecting additional tools to extend functionality are the ecosystems of their financial applications. This is an opportunity for the application vendor to add value to its solution, thereby increasing the "stickiness" of its product. In other words, the more invested a customer is in a software vendor's direct offerings and its adjacent functionality, technology, and services, the more value it derives from the ecosystem, making the customer less likely to seek alternatives. As more organizations look to recurring revenue and customer retention as key metrics of the digital age, they must learn to harness the ecosystem to drive those metrics in a positive and profitable direction.
- **Notice how convergence adds visibility:** The traditionally siloed nature of financial activities such as treasury, accounts receivable (AR), accounts payable (AP), expense, tax, and digital payments is rapidly changing. These walls will break down, allowing for more coordination, collaboration, and communication among these financial activities. Customers, more and more, are demanding a single view of their company's financial position. The rise of cloud has made this desire much more attainable in recent years. Vendors must take this desire into account when establishing their product road maps, building their application programming interface (API) strategies, and developing mergers and acquisitions (M&A) strategies.
- **Lean into expense functionality.** The drop in business travel did not necessarily slow the tide of business expenses and reimbursement payments to employees. However, the mix of expenses shifted very quickly. Now more than ever, businesses need advanced expense management capabilities to pair with travel management functionality. These two systems do not necessarily need to emanate from one single vendor. Instead, vendors must focus on delivering a seamless travel and expense experience through a native expense management application or via a deep integration with a modern expense management platform.
- **Lead with your 2020 successes.** In so many ways, 2020 was an unprecedented year. However, many T&E software vendors rose to the occasion at the most critical times for their customers. During discussions with leaders from many travel and expense management software vendors, there were many examples of vendors stepping up and providing access to PPE, helping companies negotiate travel for stranded employees, and rapidly building modules to address pandemic-specific problems. It is time for vendors to lead with those stories to show potential and current customers their compassion and ingenuity in the face of adversity.
- **Enhance sustainability features.** The pandemic has prompted many businesses to consider the environment, mental well-being, and a healthy life as a bigger priority. Vendors looking to gain momentum as business travel returns must consider adding more sustainability features.

## MARKET SHARE

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Table 1 displays 2018-2020 worldwide revenue and 2020 growth and market shares for travel and expense management software vendors. Cloud applications dominate this submarket of financial applications because of pure-play cloud vendors such as Emburse, Coupa, and Expensify.

**TABLE 1****Worldwide Travel and Expense Management Software Revenue by Vendor, 2018-2020 (\$M)**

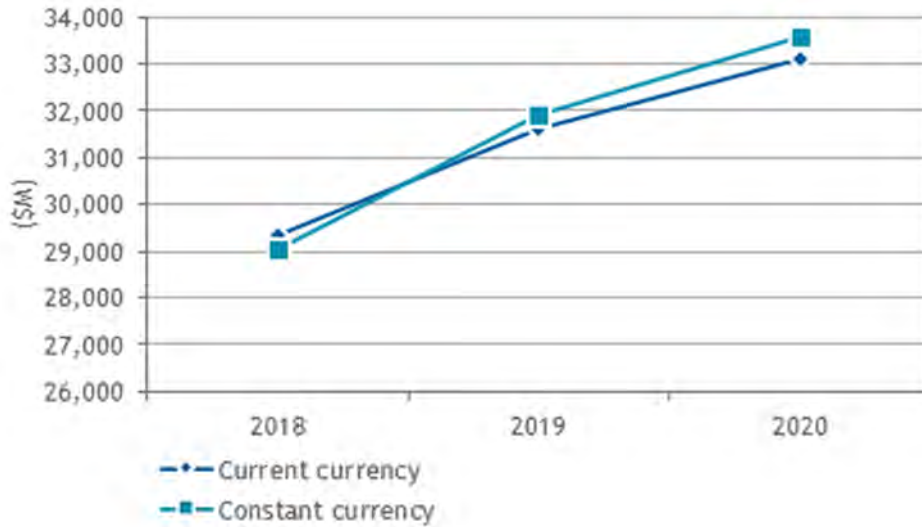
|                 | 2018           | 2019           | 2020           | 2020 Share (%) | 2019-2020 Growth (%) |
|-----------------|----------------|----------------|----------------|----------------|----------------------|
| SAP             | 1,083.7        | 1,219.7        | 1,060.1        | 51.5           | -13.1                |
| Emburse         | 101.2          | 115.5          | 134.3          | 6.5            | 16.2                 |
| Fraedom         | 83.0           | 99.1           | 105.4          | 5.1            | 6.4                  |
| Coupa           | 54.3           | 73.9           | 72.9           | 3.5            | -1.4                 |
| Deem            | 54.3           | 60.6           | 60.9           | 3.0            | 0.5                  |
| Rydoo           | 29.6           | 36.8           | 39.6           | 1.9            | 7.7                  |
| Expensify       | 26.7           | 32.8           | 35.7           | 1.7            | 8.9                  |
| KDS             | 30.2           | 34.3           | 34.4           | 1.7            | 0.4                  |
| Workday         | 25.3           | 31.9           | 32.0           | 1.6            | 0.4                  |
| Infor           | 31.2           | 33.3           | 30.0           | 1.5            | -10.0                |
| Deltek          | 31.6           | 33.0           | 29.4           | 1.4            | -11.0                |
| Oracle          | 29.1           | 30.3           | 27.1           | 1.3            | -10.5                |
| TriNet          | 19.6           | 19.5           | 17.7           | 0.9            | -9.0                 |
| Unit4           | 18.5           | 17.6           | 16.5           | 0.8            | -6.2                 |
| Expedia         | 16.0           | 18.6           | 16.0           | 0.8            | -13.9                |
| Sage            | 12.7           | 13.3           | 12.8           | 0.6            | -4.0                 |
| Exact           | 9.8            | 10.4           | 9.5            | 0.5            | -8.3                 |
| MobileXpense    | 7.9            | 9.5            | 9.5            | 0.5            | 0.2                  |
| Microsoft       | 6.0            | 6.1            | 6.1            | 0.3            | 0.4                  |
| Zoho            | 3.2            | 4.7            | 4.9            | 0.2            | 4.2                  |
| FreshBooks      | 2.3            | 2.5            | 2.6            | 0.1            | 4.4                  |
| Epicor Software | 2.6            | 2.6            | 2.4            | 0.1            | -7.9                 |
| Other           | 339.2          | 350.3          | 299.6          | 14.5           | -14.5                |
| <b>Total</b>    | <b>2,018.0</b> | <b>2,256.2</b> | <b>2,059.4</b> | <b>100.0</b>   | <b>-8.7</b>          |

Source: IDC's Worldwide Semiannual Software Tracker, April 2021

IDC includes constant currency measures in our Market Share documents to provide an indication of overall market developments, excluding the effects of fluctuating exchange rates. The value of the U.S. dollar was up marginally against other currencies in 2020 over 2019. This is an important distinction as readers of this document digest its content, considering constant currencies (see Figure 2).

**FIGURE 2**

**Worldwide Financial Applications Software Revenue, 2018-2020: Current Currency and Constant Currency**



Source: IDC's Worldwide Semiannual Software Tracker, April 2021

In terms of the market performance by region, the Americas holds the largest share of revenue with 55.3% of the travel and expense management software market. The revenue from EMEA (including Western Europe and CEMA) makes up 32.4% of the market. Asia/Pacific (including Japan) (APJ) represents a 12.3% share of revenue in the market (see Table 2 and Figure 3).



**TABLE 2**

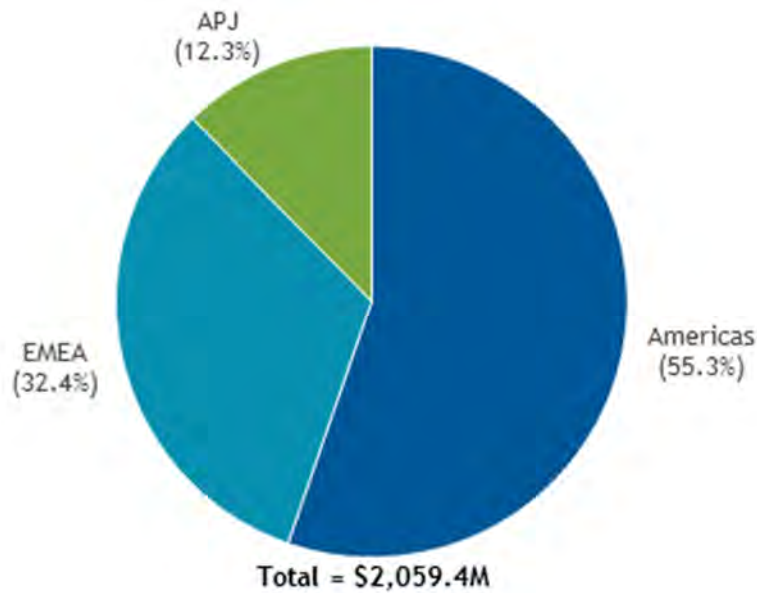
**Worldwide Travel and Expense Management Software Revenue by Region, 2016-2020 (\$M)**

|          | 2016    | 2017    | 2018    | 2019    | 2020    | 2020 Share (%) |
|----------|---------|---------|---------|---------|---------|----------------|
| Americas | 862.4   | 971.5   | 1,103.2 | 1,226.1 | 1,139.0 | 55.3           |
| EMEA     | 520.7   | 599.7   | 674.6   | 756.5   | 666.5   | 32.4           |
| APJ      | 188.9   | 215.9   | 240.1   | 273.6   | 253.9   | 12.3           |
| Total    | 1,571.9 | 1,787.1 | 2,018.0 | 2,256.2 | 2,059.4 | 100.0          |

Source: IDC's Worldwide Semiannual Software Tracker, April 2021

**FIGURE 3**

**Worldwide Travel and Expense Management Software Revenue Share by Region, 2020**



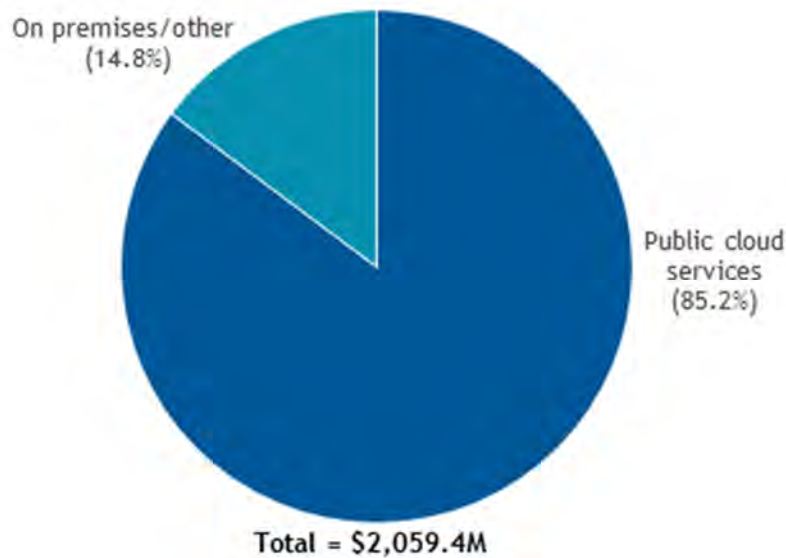
Source: IDC's Worldwide Semiannual Software Tracker, April 2021

Figure 4 presents the revenue split between public cloud software and on-premises/other software in the travel and expense management software market. On-premises/other software makes up 14.8% of

the market share, while public cloud software accounts for 85.2% of the market. In 2020, we saw the remote working trend begin to assert itself toward the end of year, allowing cloud solutions to dominate the market in terms of deployment types. Public cloud adoption in T&E is ahead of other enterprise application categories as organizations realize the benefits of improved availability, the ease of scaling, and real-time information such as exchange rates.

## FIGURE 4

### Worldwide Travel and Expense Management Software Revenue Share by Deployment Type, 2020



Source: IDC's Worldwide Semiannual Software Tracker, April 2021

## WHO SHAPED THE YEAR

### Market Movers

As previously mentioned, the fastest-growing vendors were driven by their ability to adopt new technologies. The most notable examples are discussed in the sections that follow.

Emburse managed to maintain solid growth in 2020. This momentum was due, in part, to the investments that Emburse made into its technology throughout the year, including receipt transcription, a suite of global payment solutions, and virtual card integrations. Emburse also invested resources into growing its ecosystem, which now includes integrations with Triplog, Amazon Business, and Mastercard.

Coupa made some significant investments building out its travel portfolio with the acquisitions of the travel pricing assurance application Yapta and the online travel booking tool ETA. This new level of travel functionality aligned well with its extensive business spend management product portfolio, fueling growth for Coupa in 2020.

Expensify found solid growth in 2020, despite the industrywide travel slowdown. Expensify invested in building out its travel product portfolio with the introduction of its Concierge Travel booking service. Expensify also announced enhanced billing/invoice management functionality including some AP and AR functionality. Expensify also added a free bill pay feature in 4Q20, further moving Expensify toward a "one-stop shop" for AP and AR solutions and services.

## *Mergers and Acquisitions*

The market for travel and expense management software is in constant flux. Companies within the market are consolidating at a rapid pace. Examples of 2020 mergers and acquisitions in the T&E software market include the following:

- In January 2020, Coupa acquired business travel price assurance software provider Yapta. The move enhances Coupa's travel and expense offering and is aligned with its broader business spend management portfolio of products.
- In January 2020, MobileXpense acquired Dicom Expense. This acquisition fortifies MobileXpense's position within the Nordic market.
- In April 2020, Coupa acquired business travel software provider ETA. With this acquisition, Coupa now can offer travel booking services to its business spend management customers.
- In July 2020, TravelPerk acquired the travel risk management software provider Albatross. This immediately bolsters TravelPerk's ability to provide business travel with more functionality for travel risk assessment.
- In July 2020, Uber acquired Routematch, a public transportation software provider targeting public transportation agencies. The acquisition allows Uber to integrate more public transportation services into its platform.
- In December 2020, ELMO, a cloud-based HR/payroll software provider, announced it would acquire Webexpenses, a global expense management software provider. With this move, ELMO expanded its reach into the U.K. medium-sized business market.

## MARKET CONTEXT

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### Significant Market Developments

The significant market developments impacting the T&E management software market are as follows:

- **Multiple layers of uncertainty.** The uncertainty that the business world experienced in 2020 had multiple layers beyond the pandemic itself. As mentioned previously, a modern financial solution is essential to weathering the storm of uncertainty. In 2020, we saw the regulatory landscape continue to shift and become more complex with new lease accounting, e-invoicing, and payment mandates throughout various global markets. We also saw the geopolitical landscape in constant flux. In North America, for example, trade tensions between the United States, Canada, and Mexico threatened to impact U.S. businesses. Mother Nature added to the 2020 uncertainty, which negatively impacted the global supply chain. For example, the Atlantic hurricane season saw a record number of named hurricanes in 2020 wreaking havoc on key Caribbean and U.S. ports and infrastructure. Last, we saw extremes in the global capital markets that have not been seen in more than a decade. All this uncertainty created a financial minefield that business of all sizes had to negotiate.
- **Emissions moved into the spotlight.** The global shutdown, while difficult, had an unintended side effect that lowered carbon emissions from business travel. As a result, the topic of

sustainability and carbon footprint has been featured more prominently in the discussion about business travel.

- **Business expense mix.** The mix of employee-related business expenses prior to the pandemic were massively skewed toward travel-related expenses. During the pandemic, we saw business expenses shift toward remote work-related expenses such as office equipment, desk accessories, stationery, and software subscriptions. According to many conversations with T&E software vendors, the overall volume before and after the pandemic were similar, but the mix was quite different.
- **Virtual meetings.** Many organizations have adopted virtual meetings in lieu of face-to-face interactions with clients or coworkers. This has helped to grow the profile of virtual meetings and enhance the general corporate comfort level with virtual meetings. As a result, there will be more attention given to travel justification and pre-trip approvals.
- **Application programming interfaces.** APIs allow developers and managers the opportunity to quickly add/modify data flows into and out of the software application. This allows travel booking systems to be more flexible as business needs change over time. Traveler data can be shared seamlessly between related systems such as CRM, HCM, ERP, and expenses. This adds a layer of process efficiency, enabling travel managers to do more with less. Modern APIs provide more reliable integration across enterprise applications.
- **Adoption of new distribution capability (NDC).** NDC is a new, more modern communication protocol that allows airline service providers to deliver richer content to online travel agencies, GDSs, and travel management companies via APIs. This new standard clears the path for airlines to facilitate more personalization – potentially offering different travel rates/benefits for specific companies or even job roles. NDC will demand innovation from travel booking tools to incorporate this new level of personalization into their booking experience.
- **Digital payments becoming integral.** In 2020, IDC saw payment capabilities becoming more integrated into expense management. The market is quickly moving away from paper-based payments, which are especially prominent in the United States. End users are embracing virtual card payments and other digital payment methods. The driver of this trend is the additional control added by digital payment methods over more traditional methods.
- **Connected data.** The uncertainty brought on by 2020 has highlighted the inefficiencies that finance teams experience when seeing into and moving data from one system to the next. This inefficiency slows decision making at a time when speed is critical. As a result, finance teams are investing heavily in addressing their visibility and data management issues. There is also a vast amount of data across the enterprise and a growing need to connect it all in order to gain more visibility into how the business is performing. Once different internal and external data sets are connected, the organization will start generating new insights and predictions.

## METHODOLOGY

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The IDC software market sizing and forecasts are presented in terms of commercial software revenue. IDC uses the term *commercial software* to distinguish commercially available software from custom software. Commercial software is programs or codesets of any type commercially available through sale, lease, rental, or as a service. Commercial software revenue typically includes fees for initial and continued right-to-use commercial software licenses. These fees may include, as part of the license contract, access to product support and/or other services that are inseparable from the right-to-use license fee structure, or this support may be priced separately. Upgrades may be included in the

continuing right of use or may be priced separately. These are counted by IDC as commercial software revenue.

Commercial software revenue excludes service revenue derived from training, consulting, and systems integration that is separate (or unbundled) from the right-to-use license but does include the implicit value of software included in a service that offers software functionality by a different pricing scheme. It is the total commercial software revenue that is further allocated to markets, geographic areas, and sometimes operating environments.

Bottom-up/company-level data collection for CY20 began in January 2021 with in-depth vendor surveys and analysis to develop detailed 2020 company models by market, geographic region, and in some cases, operating environment.

The data presented in this document is IDC estimates only.

*Note: All numbers in this document may not be exact due to rounding.*

## MARKET DEFINITION

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Travel and expense (T&E) management software provides travel, expense, and invoice management services that work alongside financial accounting, human resources, and procurement systems to create a single, connected process for managing an organization's spend. This IDC study focuses on the expense management side of the T&E market, including expense applications' ability to integrate with travel management services and travel networks.

Travel and expense management software allows users to submit, process, reimburse, and track employee expenses. The software enables employees to input expenses for approval through a desktop, browser, or mobile application. Afterward, administrators can track expense reports, enforce company policies for expenses and travel, set up approval routings, and generate reports for specific projects or company departments.

## RELATED RESEARCH

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- *Why Trust Is an Enterprise Application Differentiator* (IDC #US47126621, April 2021)
- *IDC Market Glance: Travel and Expense Software, 2Q21* (IDC #US45754020, April 2021)
- *Enterprise Application Vendors Need an Ecosystem of Partners* (IDC #US47498021, March 2021)
- *Market Analysis Perspective: Worldwide Travel and Expense Management Software, 2020* (IDC #US45755020, September 2020)
- *Worldwide Travel and Expense Management Software Market Shares, 2019: Analytics Drives a New Travel Paradigm* (IDC #US46529920, June 2020)
- *Worldwide Travel and Expense Management Software Forecast, 2020-2024: Pandemic Impacts Travel and Reshapes Expense Management* (IDC #US46530020, June 2020)
- *IDC Perspective: Choosing a Travel Management Solution for the Post-Pandemic Era* (IDC #US46576820, June 2020)

## About IDC

International Data Corporation (IDC) is the premier global provider of market intelligence, advisory services, and events for the information technology, telecommunications and consumer technology markets. IDC helps IT professionals, business executives, and the investment community make fact-based decisions on technology purchases and business strategy. More than 1,100 IDC analysts provide global, regional, and local expertise on technology and industry opportunities and trends in over 110 countries worldwide. For 50 years, IDC has provided strategic insights to help our clients achieve their key business objectives. IDC is a subsidiary of IDG, the world's leading technology media, research, and events company.

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# Why Choose Chrome River?



More than 2.5 million users count on Chrome River to automate tedious manual tasks so employees can focus on adding value. Our solutions scale with you and give CFOs, travel managers, and AP departments cutting-edge tools to make their lives better.

## Customer Success Matters

We provide long-term value by partnering with every customer.

### 95% of customers

rated our **ease of use** as better than other solutions



**Ease of use** is crucial to ensuring user adoption and rapid return on investment.

“

For organizations that are interested in saving money, we experienced an approximately 50% reduction in costs compared to our previous provider, Concur.

Bed Adams, North America Treasury, JTEKT Corporation



rated our approval workflow as better than other solutions



rated our mobile app as better than the competition



rated our service and support as better than other solutions

## Unbeatable Experience

Software and support you can depend on.



Live support included for all Admins



99.9% solution uptime



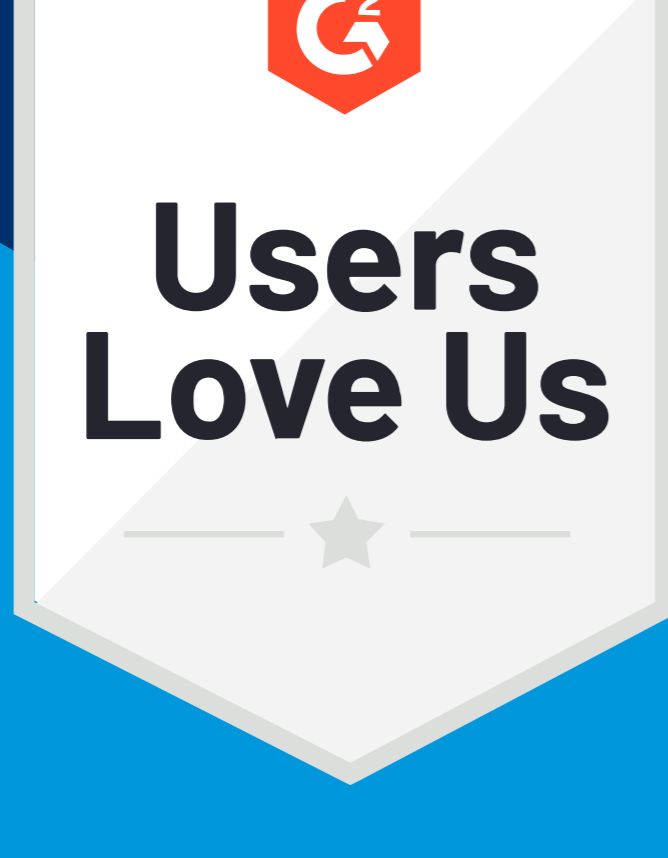
98% retention rate



100% dedicated CSM



Free onboarding and tailored product training for different schedules and learners



“

I can tell that Chrome River designs products with users in mind—they try to minimize the amount of keystrokes required to complete a task, and automate processes with features like OCR technology, to make work easier and more efficient for users.

Craig Lundskog, Finance Director & Controller, Great Basin Industrial

## Globally-Minded Solutions

Quickly expand operations almost anywhere.

**170+ currencies**

processed in 2019

**34 languages**

available in-app

**2,500,000 Users**

around the world

**6 continents**

with Chrome River customers

“

Our business is constantly changing, and Concur wasn't open or able to keep up with all the customizations I wanted to make; whereas Chrome River says, "Let's enhance this process." This is super important for us to have a partner in expense processing that can grow and evolve with us.

Chelsy White, Assistant Controller, Partner Engineering and Science

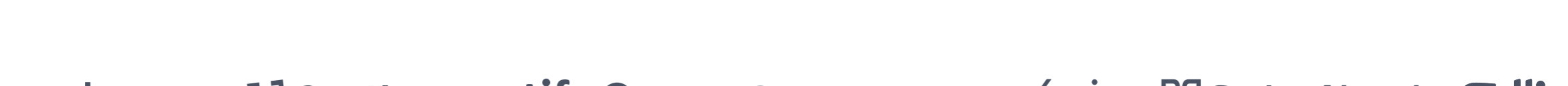
## Recognized by the Best

Helpful ratings from verified users let you uncover the best solution.



## Shared Technology

Chrome River is part of Emburse, a global leader in expense management and AP automation solutions, trusted by more than 4.5 million users in more than 120 countries.



# It's time to make the switch to Chrome River

**CHROMERIVER**  
by emburse





## Emburse Terms and Conditions

This Agreement governs Customer's use and Emburse's delivery of the services or solutions owned by Chrome River Technologies, Inc. or its Affiliates (collectively "Emburse") and further detailed in the Order Form or Documentation (collectively the "Service"). Customer agrees that Customer's subscription to the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Emburse regarding future functionality or features.

### 1. Grant of Rights and Usage.

**1.1** Subject to the terms of the Agreement, Emburse hereby grants to Customer a non-sublicensable, non-transferable (except as provided in the Agreement), non-exclusive right to access and use the Service, in accordance with the Documentation, and solely for Customer's and its Affiliates' internal business operations.

**1.2** Customer may permit Authorized Users to use the Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form(s). Customer is responsible for all activity by its Authorized Users and will not permit User IDs to be used by more than one (1) individual. Emburse reserves the right to suspend or terminate any Authorized User which it reasonably determines may have been used for an unauthorized purpose, subject to prompt notice by Emburse of such suspension or termination.

- a. Customer shall ensure that each Authorized User complies with the following requirements: (a) is at least eighteen (18) years of age; (b) is registered under the individual's legal name; (c) is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; (d) is not listed on any U.S. Government list of prohibited or restricted parties; and (e) accounts or payment methods registered in the Authorized Users account is owned by such user, is issued in such users name, and is in good standing.
- b. Each Authorized User must register for a user account using accurate and complete information. Customer shall ensure that such account information is regularly updated by the Authorized Users. Customer will promptly notify Emburse of: (a) any change in an Authorized Users eligibility to use the Service (including any changes to or revocation of any licenses from state authorities), or (b) if a payment method associated with a user account is canceled (e.g., for loss or theft).
- c. Customer shall be responsible for resolving all disputes with Authorized Users regarding use of the Service. Customer will reasonably cooperate with Emburse to recover funds credited to Customer or an Authorized User in error, as applicable to the Service. Customer and its Authorized Users are responsible for all instructions provided to Emburse and any results therefrom with respect to return of such funds.

**1.3** Customer shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service and will promptly notify Emburse of any actual or suspected unauthorized use of the Service, a user's account, or registration information; (ii) report to Emburse promptly and use reasonable efforts to stop any unauthorized copying or distribution of Content; and (ii) comply with all applicable laws, rules and regulations when using the Service.

**1.4** Customer hereby grants Emburse a non-exclusive, non-transferable (other than as set forth in the Agreement), worldwide right to use the Customer Data as follows: (i) as necessary for the limited purpose of performing the Service, (ii) as permitted or required by applicable law, and (iii) to create anonymized data or to combine with other data sources to create aggregate data (collectively "Analyses") provided such information does not identify Customer or a specific individual as the source of such data.

**1.5** Authorized Users may access certain Services through mobile applications obtained from third-party websites such as the Android® or Apple® app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

### 2. Restrictions

Customer will not without prior written consent of Emburse: (a) access or copy any Content or data or information of other Service users; (b) harvest, collect, gather or assemble information or data regarding other users without their written consent; (c) disassemble, decompile, reverse-engineer, copy, translate or make derivative works of the Service, Documentation, or Content; (d) transmit or upload any content or data that is unlawful, infringes any intellectual property rights, or contains any Malicious Code; (e) knowingly interfere with or disrupt the integrity or performance of the Service or the Content; (f) harass or interfere with another customer's use and enjoyment of the Service; (g) circumvent or endanger the operation or security of the Service; (h) use the Service for the benefit of a third party, for timesharing or to operate a service bureau; (i) create Internet "links" to or from the Service; (j) remove, cover, alter or obfuscate any logos, trademarks, internet links, confidentiality or

proprietary rights notices, or any other notices or markings placed on or displayed by Service or the Documentation; (k) access the Service for purposes of: monitoring its availability, performing any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan, or any benchmarking or competitive services; or (l) otherwise use the Service in any manner that exceeds the scope of use permitted under this Agreement.

### **3. Ownership**

**3.1 Emburse.** Emburse, its Affiliates, or its suppliers or licensors retain all right, title and interest, including all intellectual property rights, in and to the following: (i) the Service, Documentation, the Content, and all other software, materials, formats, interfaces, information, content and proprietary information and technology used by Emburse or provided to Customer in connection with the Service, (ii) all ideas, know-how, and techniques that may be developed, conceived, or invented by Emburse or its Affiliates during its performance under the Agreement, (iii) any and all suggestions, ideas, enhancement requests, feedback, recommendations made by Customer in connection with any present or future Emburse product or service, (iv) any and all Analyses, and (v) the logos, trademarks, and product and service names associated with the Service, Emburse or otherwise contained on any Emburse website, (all of the foregoing being referred to herein collectively as, the "Emburse Property"). Except as otherwise expressly authorized herein or by Emburse in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Emburse Property.

**3.2 Customer.** Customer owns and retains all right, title, and interest, including all intellectual property rights, in and to the Customer Data, Customer's Confidential Information, software or materials, each that are created by Customer independently and without reference to the Emburse Property. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Emburse's rights in connection with the Customer Data.

### **4. Emburse Responsibilities**

**4.1** Emburse will provide access to, and support for, the Service as described in the Agreement, including the Documentation. Notwithstanding anything in the Agreement to the contrary, Emburse may from time to time effect reasonable modification to the Service and/or the Documentation applicable for each service ordered hereunder, without Customer's prior consent, provided that any such modification does not reduce the service level commitments, security or the overall level of beneficial service provided to Customer immediately prior to such modification. Any such updates are in the sole discretion of Emburse.

**4.2** Emburse has implemented and will maintain reasonable and appropriate security measures based on applicable industry best practices. As a data processor, Emburse will secure personal data processed in the Service in accordance with applicable data protection laws. The Emburse Data Protection Agreement ("DPA") is available at [this link](#) and is incorporated in the Agreement by reference to the extent required by applicable law, including General Data Protection Regulation (GDPR) and California Consumer Privacy Act ("CCPA"). Emburse uses subprocessors for various functions and provision of the Service, which are available upon request.

### **5. Customer and Personal Data**

**5.1** Customer is solely responsible for providing and ensuring that all Customer Data required for the proper operation of the Service is complete and accurate. Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

**5.2** During the Subscription Term, Customer can access its Customer Data at any time through the Service. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case Emburse and Customer will find a reasonable method to allow Customer access to Customer Data. At the end of the Agreement and in accordance with Section 12.3, Emburse will delete the Customer Data remaining on servers hosting the Service, unless applicable law requires retention. Retained Customer Data is subject to the confidentiality provisions of the Agreement.

### **6. Fees and Payment**

**6.1** Except as otherwise expressly set forth in the applicable Order Form, Customer will pay each accurate invoice within thirty (30) days after the applicable invoice date. All fees and other charges shall be paid to Emburse in United States dollars or such currency specified in the Order Form. If travel is requested by Customer or required for Services provided on-site at a Customer location, Customer will pay all reasonable and pre-approved expenses associated with such travel, subject to Emburse's then-current travel policy. If Customer specifies in an Order Form that it is issuing a purchase order for such Order Form, then Emburse will reference the applicable Customer purchase order number on its invoices so long as Customer provides the purchase order number at least five (5) business days prior to the date of the applicable invoice. Except as otherwise specifically provided in this Agreement, all payment obligations are non-cancelable and all amounts paid are nonrefundable.

**6.2** Fees due under the Agreement do not include taxes, levies, or duties ("Taxes") imposed by taxing authorities, all of which will be for Customer's account. Customer is responsible for all Taxes, other than Emburse's income or payroll taxes. Customer must provide to Emburse any direct pay permits or valid tax-exempt certificates prior to signing any Order Form. If Emburse is

required to pay Taxes, Customer will reimburse Emburse for those amounts and indemnify Emburse for any Taxes and related costs paid or payable by Emburse attributable to those Taxes.

**6.3** If, at any time, Customer is delinquent in the payment of any fees due hereunder, Emburse may notify Customer in writing of such breach and, in such case, Customer will have thirty (30) days from such written notice to cure the breach. If Customer fails to cure such breach within such 30-day period, then Emburse may suspend the Service in its sole discretion and without prejudice to its other rights until such fees are paid in full. Emburse reserves the right to impose a reconnection fee in the event the Service is suspended and Customer thereafter requests access to the Service. Late payments hereunder will accrue interest beginning as of the due date at the rate of one and one-half percent per month or the highest rate allowed by applicable law, whichever is lower.

## **7. Warranties**

**7.1** Emburse and Customer each hereby represents and warrants to the other that: (a) it has the authority to enter into the Agreement and to perform its obligations under the Agreement; and (b) it will comply with all laws and regulations applicable to it in connection with: (i) in the case of Emburse, the operation of its business as it relates to the Service, and (ii) in the case of Customer, the Customer Data and Customer's use of the Service.

**7.2** Emburse warrants that, during the term of the Agreement, the Service provided hereunder: (a) will be performed: (i) in a professional manner consistent with generally accepted industry standards reasonably applicable to the provision of the Service; and (ii) substantially in accordance with the Documentation relating to the configuration, operation, support, and use of the Service that are provided to Customer under the Agreement, as reasonably updated from time to time; and (b) does not contain any disabling code (defined as computer code designed to interfere with the normal operation of the Service) or any program routine, device or other undisclosed feature (including but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door) which is designed to delete, disable, deactivate, interfere with or otherwise harm the Service or Customer Data. Customer's sole and exclusive remedies and Emburse's entire liability for a breach of the warranties in (a) above will be the re-performance of the deficient Service, and, if Emburse fails to re-perform, Customer may terminate its subscription to the affected Service with notice received within three (3) months of such failure to re-perform.

**7.3** Emburse warrants that it will maintain the average monthly system availability for the Service as set forth in the Documentation ("SLA"). Customer's sole and exclusive remedy for a breach of the SLA is the issuance of a credit or termination as described in the SLA.

**7.4** Emburse warrants that it shall at all times provide and maintain sufficient physical and electronic security for the Service in accordance with commercially reasonable industry standards, including, without limitation, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Authorized Users). The terms of the Emburse DPA is hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom, and Switzerland are processed by Emburse, the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement shall be treated as its execution of the Standard Contractual Clauses and Appendices.

**7.5** At least annually and at no expense to Customer, Emburse will review its operations and procedures relating to its operations center applicable to providing the Service to Customer, including its security and compliance programs, which review will be by a qualified independent third party in accordance with the current SOC 1 auditing standards or such other standards as determined by Emburse. Following Customer's request, Emburse will provide Customer with copies of documentation relevant to such review to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations. To the extent Emburse processes cardholder data, Emburse will comply with the Payment Card Industry Data Security Standards ("PCI DSS"). In the event Emburse becomes aware of a security breach of the Service that results in any actual or reasonably suspected unauthorized disclosure of Customer Data, Emburse shall promptly (i) notify the appropriate Customer personnel; (ii) investigate the breach or potential breach; and (iii) provide Customer with the results of the investigation as soon as they are available.

## **8. Limitation of Warranty**

The warranties in sections 7.2 and 7.3 will not apply if the Service is not used in accordance with the Agreement or the Documentation or any non-conformity is caused by Customer. THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT ARE THE SOLE WARRANTIES PROVIDED BY EMBURSE HEREUNDER. EMBURSE SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICE OR ANY OTHER ITEMS OR SERVICES COVERED BY OR FURNISHED UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. EMBURSE DOES NOT WARRANT THAT ANY ITEMS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

## **9. LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 10 AND 11 OR FOR FRAUD OR WILFUL MISCONDUCT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, CLAIMS SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, INTERRUPTED COMMUNICATIONS, LOST DATA, OR LOST PROFITS, AND DAMAGES THAT RESULT FROM INCONVENIENCE, OR LOSS OF USE OF ANY INFORMATION OR DATA OF THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED HEREIN.

EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 10 AND 11 OR FOR FRAUD OR WILFUL MISCONDUCT, OR AMOUNTS OWED HEREUNDER, EACH PARTY'S TOTAL LIABILITY UNDER THE AGREEMENT, FOR WHATEVER CAUSE, WHETHER IN AN ACTION IN CONTRACT OR IN TORT OR OTHERWISE, WILL BE LIMITED TO GENERAL MONEY DAMAGES AND SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE OF ALL FEES ACTUALLY PAID OR OWING HEREUNDER BY CUSTOMER TO EMBURSE FOR THE APPLICABLE SERVICE DIRECTLY CAUSING THE DAMAGE DURING THE TWELVE MONTH PERIOD PRECEDING THE TIME THAT THE CLAIM AROSE (BUT NOT LESS THAN THE AMOUNT OF BASE FEES DUE DURING THE FIRST YEAR AFTER THE EFFECTIVE DATE).

## **10. Indemnification**

**10.1** Subject to the terms of the Agreement, Emburse shall defend and indemnify Customer and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense arising from any claim brought against any such indemnified party by a third party (each a "Claim"): (a) to the extent alleging that the Service, as provided by Emburse and used in accordance with the terms of the Agreement, infringes upon any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party; or (b) to the extent based on a breach of Section 7.4 that results in the unauthorized disclosure of personal data to a third party. Notwithstanding the above, Emburse shall have no liability for any infringement claim to the extent such claim: (i) pertains to any Emburse Property that has been altered or modified without Emburse's prior written approval; or (ii) is based on use of the Service in conjunction with any item not provided by Emburse or authorized by Emburse in writing, unless such use is shown to constitute the infringement when not used in conjunction with the item not provided by Emburse.

**10.2** Subject to the terms of the Agreement, Customer shall defend and indemnify Emburse and its employees, agents, successors and assigns from and against any and all Claims to the extent alleging that the Customer Data, or Customer's use of the Service is in violation of the terms of the Agreement, infringes upon any valid patent, copyright, trademark, trade secret, or other proprietary right, or otherwise causes harm to a third party.

**10.3** For any indemnifiable claim described in this Section 10: (a) the indemnifying party shall have the sole responsibility, at its expense, to defend and, at its sole discretion, to settle any such claim, provided that, if any settlement requires a non-monetary obligation of an indemnified party (other than ceasing use of the Service), then such settlement shall require the indemnified party's prior written consent, which consent will not be unreasonably withheld; and (b) the indemnified party shall provide prompt written notice of such claim and reasonably cooperates with indemnifying party (at indemnifying party's expense) in the defense or settlement of such Claim.

**10.4** If, in the event of an indemnifiable infringement claim as set forth in Section 10.1 above, the Service is held to infringe any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party, or in Emburse's opinion is likely to infringe any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party, then, in addition to its obligations set forth in Section 10.1 above, Emburse shall, at its option and in its sole discretion, either: (a) procure for Customer the right to continue using the Service in accordance with its rights under the Agreement; (b) replace or modify the Service with a substantially equivalent service that does not infringe any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party; or (c) if Emburse is unable to provide one of the foregoing remedies under reasonable terms, or otherwise determines that such remedies are or become economically impractical, then Emburse may terminate the Agreement by providing written notice thereof to Customer, without further obligation by either party, except that (i) Customer shall be entitled to, and Emburse shall pay Customer, a refund equal to the pro-rata amount of any unused pre-paid fees for the Service paid by Customer as of the effective date of such termination; and (ii) Emburse's indemnity obligations under Section 10.1 above apply.

## **11. Confidentiality**

**11.1** During the Term of this Agreement, each party may have access to certain Confidential Information of the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Confidential Information means any information: (a) marked or otherwise identified as confidential at the time of disclosure; or (b) that a reasonable person would understand to be confidential based on the type of information or the circumstances of its disclosure.

With respect to Emburse, Confidential Information shall include, without limitation, the Service and the Documentation and Confidential Information of Customer shall include, without limitation, the Customer Data.

**11.2** During the Term (as defined in Section 13.1 below) and for three (3) years thereafter, the receiving party hereunder shall not use or otherwise disclose any Confidential Information of the disclosing party to a third party without the prior written consent of the disclosing party, except that: (a) the receiving party may disclose the Confidential Information of the disclosing party to its third party advisers (e.g., auditors or attorneys) who have need to know such Confidential Information in performing services on the receiving party's behalf and under terms consistent with the confidentiality and non-use in the Agreement; and (b) Emburse may use or disclose such information solely as required to provide the Service or as otherwise authorized by Customer. In addition, each party agrees to take reasonable measures to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of the Agreement (which measures shall be no less than that which a reasonable person would take with respect to like confidential, proprietary, or trade secret information). Notwithstanding anything to the contrary, the obligations of the receiving party set forth in this Section 11 shall not apply to any information of the disclosing party that: (i) is or becomes a part of the public domain through no wrongful act of the receiving party; (ii) was in the receiving party's possession free of any obligation of confidentiality at the time of the disclosing party's communication thereof to the receiving party; (iii) is developed by the receiving party completely independent from the Confidential Information of the disclosing party; or (iv) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with advance written notice, if reasonably possible, such that the disclosing party is afforded an opportunity to contest the disclosure or seek an appropriate protective order.

**11.3** In the event of a breach of this Section, the parties agree that the non-breaching party will suffer irreparable harm and the total amount of monetary damages for any injury to the non-breaching party will be impossible to calculate and would therefore be an inadequate remedy. Accordingly, the parties agree that the non-breaching party shall be entitled to seek temporary, preliminary and permanent injunctive relief against the breaching party without posting bond, in addition to such other rights and remedies to which it may be entitled at law or in equity.

## **12. Term and Termination.**

**12.1** This Agreement will commence on the Effective Date and will continue until the earlier of: (a) termination as set forth in this Section 12; or (b) expiration or termination of all Order Forms.

**12.2** Either party may terminate the Agreement as follows: (a) upon thirty (30) days written notice of the other party's material breach unless the breach is cured within such thirty (30) day period; or (b) as permitted under Sections 7.2 and 10.4 above.

**12.3** Upon termination of the Agreement: (a) except for termination by Customer for material breach by Emburse, any amounts owed to Emburse under the Agreement will become immediately due and owing; (b) all rights granted to Customer under the Agreement shall immediately terminate, in which case Emburse may invalidate the Passwords and/or other user identification for Customer and its Authorized Users and otherwise deny further access to the Service; (c) upon Emburse's request made within thirty (30) days after such termination, Customer will return or destroy all Emburse property that is in its possession or control; and (d) upon Customer's request made within thirty (30) days after such termination, Emburse will (i) allow Customer access to the Service for the purpose of retrieving Customer Data for a period not to exceed thirty (30) days, or (ii) subject to applicable fees, provide Customer with a copy of all Customer Data that is in its possession or control, provided that Customer has paid all fees due under the Agreement and all Order Forms hereunder. After such thirty (30)-day period, each party may destroy any such information of the other party in its possession or control. Termination of the Agreement shall not be construed to waive or release any claim that a party is entitled to assert at the time of such termination (including any claim for fees accrued or payable to Emburse prior to the effective date of termination), and the applicable provisions of the Agreement shall continue to apply to such claim until it is resolved. The terms of Sections 2, 3, 7.4, 8, 9, 12.3, and 13 of these Terms and Conditions shall survive the termination of the Agreement for any reason.

## **13. General.**

**13.1 Relationship of the Parties; Independent Contractors.** In making and performing under the Agreement, the parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect, except as otherwise expressly provided in the Agreement. Emburse's personnel shall not be considered employees of Customer, and shall not be entitled to participate in, or receive benefits under, any of Customer's employee benefit or welfare plans.

**13.2 Assignment.** The Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which permission shall not be unreasonably withheld. Any attempted assignment without such consent will be void. Notwithstanding the foregoing, either party may assign its rights and obligations under the Agreement, in whole but not in part, without the other party's permission, in connection with any merger, consolidation, sale of all or substantially all of such assigning party's assets, or any other similar transaction; provided, that the assignee: (a) provides prompt written notice of

such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the assignor under the Agreement; and (c) agrees to be bound by the terms and conditions of the Agreement. The Agreement is binding on the parties hereto and their respective successors and permitted assigns.

**13.3 Notices.** Notices shall be in writing and will be deemed given when delivered in person, or when sent via electronic communication with confirmation or overnight courier with confirmed delivery, with a copy to legaldept@emburse.com. The respective addresses of the parties for notice are set forth on the Order Form. Either party may change its notice address upon written notice to the other party.

**13.4 Waiver and Severability.** A waiver of any breach of the Agreement is not deemed a waiver of any other breach. If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

**13.5 Governing Law and Venue.** Any action related to this Agreement shall be governed by and construed in accordance with the applicable law identified below (without reference to its principals of conflict of laws), as determined by Customer's domicile. The parties hereby irrevocably consent to the nonexclusive jurisdiction of, and venue in, the jurisdiction identified below.

| <b>If Customer is domiciled in:</b>                       | <b>The governing law is:</b>                         | <b>The courts having exclusive jurisdiction are:</b> |
|---|--|--|
| Australia   | New South Wales                                      | Australia  |
| <b>If Customer is domiciled in:</b>                       | <b>The governing law is:</b>                         | <b>The courts having exclusive jurisdiction are:</b> |
| A country in Asia or the Pacific region, other than Japan | Singapore  | Singapore  |
| North, Central or South America or the Caribbean          | California and controlling United States federal law | Los Angeles, California, U.S.A.                      |
| Europe, other than Ireland and the UK                     | Germany  | Germany  |
| Ireland, UK, the Middle East or Africa                    | England and Wales                                    | England  |
| Japan   | Japan  | Tokyo, Japan   |

**13.6 Publicity.** Neither party shall use the name of the other party in publicity activities without the prior written consent of the other. However, Emburse may use Customer's name in customer listings (reference listings) or at times mutually agreeable to the parties, as part of Emburse's marketing efforts (including reference calls and stories, press testimonials, and site visits).

**13.7 Export Compliance.** Emburse Confidential Information is subject to export control laws of various countries, including the laws of the United States. Customer will not submit Emburse Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export Emburse Confidential Information to countries, persons, or entities if prohibited by export laws.

**13.8 Force Majeure.** If a party's performance of any of its obligations (other than payment of Fees) pursuant to the Agreement is delayed or prevented by any cause beyond a party's reasonable control, including without limitation fire, flood, earthquake, extreme adverse weather, strike, civil disorders, government or military authority action, act or war or terrorism, act of God, pandemic or other similar causes (each, a "Force Majeure Event"), then such party shall be excused for such delay or non-performance, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues. Such party shall use commercially reasonable efforts to recommence performance as soon as reasonably practicable.

**13.9 Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between Emburse and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representation, discussions, and writing (including any confidentiality agreements) are merged in and superseded by the Agreement. This Agreement may only be modified in writing signed by both parties, except as permitted under Section 4.1.

**13.10 Counterparts and Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together as one instrument. Electronic signatures that comply with applicable law are deemed original signatures.

#### **14. Definitions.**

In addition to those terms defined elsewhere in the Agreement, the following words and phrases in initial capital letters shall have the meanings set forth below:

**14.1 "Affiliate"** means each legal entity (other than non-operating holding companies) that that is controlled by, or is under common control with Emburse or Customer, as applicable, on or after the Effective Date and for so long as such entity remains controlled by, or is under common control with Emburse or Customer (where "controls" (in its various forms herein) means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership), excluding any direct competitor or entity that is a party to a written agreement with Emburse for the same Service(s) that are the subject of the Agreement.

**14.2 "Agreement"** means these Terms and Conditions together with any exhibits attached hereto, the Documentation, and each Order Form.

**14.3 "Authorized User"** means any individual to whom Customer or its Affiliates grants access authorization to use the Service, including without limitation an employee, agent, contractor, partner, shareholder, or representative, provided any such Authorized User is not a competitor of Emburse.

**14.4 "Content"** means all content, excluding Customer Data, located on or contained in the Emburse website, or any other website owned or controlled by Emburse, and any information, documents, reports, benchmarks or similar items contained in or made available to Customer in the course of using the Services, other than the Service itself or Customer Data.

**14.5 "Customer"** means the legal entity identified in the Order Form.

**14.6 "Customer Data"** means any content, materials, data, and information specific to Customer or its Authorized Users that is entered into the Service by or on behalf of Customer or that Customer derives from its use of and stores in the Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include Emburse's Confidential Information.

**14.7 "Documentation"** means the materials provided to Customer describing the functionality, use, and operation of the Service, including without limitation online materials, specifications or forms.

**14.8 "Effective Date"** means the date of Customer's execution of an initial Order Form.

**14.9 "Malicious Code"** means code, files, scripts, agents, or programs intended to do harm, including for example, viruses, worms, time bombs, and Trojan horses.

**14.10 "Order Form"** means the written ordering document for the Service that references these Terms and Conditions.

**14.11 "Password"** means the unique password assigned to each Authorized User for access to the Service.

**14.12 "Service"** means any subscription-based, hosted, supported and operated on-demand solution provided by Emburse under an Order Form and described in the Documentation.

**14.13 "Subscription Term"** means the term of a Service subscription identified in the applicable Order Form, including all renewals (if applicable).

**14.14 "Usage Metrics"** means the standard of measurement for determining the permitted use and calculating the fees due for the Service as set forth in an Order Form.

**14.15 "User ID"** means the unique credentials created and assigned to each Authorized User for the purpose of accessing and utilizing the Service in accordance with the Agreement.





# Service Guide

Revised July 1, 2021

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## Service Overview

This Service Guide describes the on-demand services (each, a “Service”) available from Chrome River Technologies, Inc. and its affiliated companies (collectively, “Chrome River”) to its customers (each, “Customer”) that is accessed by the Customer over the Internet or through an application downloaded by Customer, as reasonably modified by Chrome River® from time to time. The Service(s) are described more fully below.

## Chrome River Expense

### 1. Overview

The Chrome River Expense service

- Functionality that automates the preparation, routing, approval, and processing of expense reports under defined business policies and rules;
- Remote access to the Chrome River software for expense reporting over the Internet as a mobile web app on devices that meet the minimum requirement of Expense service;
- Access to the Chrome River Rule Builder for Administrators engine to allow Customers to design rules and update policy as your company needs to grow or change;
- Access to the Expense Pre-Approval module to facilitate company approval of certain costs;
- Credit Card, PCard, and travel expense transaction features;
- Advanced Image Processing including embedded OCR data extraction of expense receipts;
- Access to Chrome River Analytics Business Intelligence & Reporting for an unlimited number of users;
- Daily foreign exchange currency rate imports;
- A permanent QA/Testing and production environment for each Customer;
- Availability in multiple languages and currencies;
- Provision of secure data interface for importing or exporting data from Customer internal systems;
- Unlimited data storage and receipt image storage;
- Unlimited user access across Customer’s entire organization, in accordance with the teams of Customer’s order;
- Online dashboards and self-service inquiries;
- Access to Emburse Cards, subject to Customer’s registration with Emburse at <https://app.emburse.com/signup> and acceptance of the legal terms with Emburse at <https://cards.emburse.com/legal/terms/>;
- Implementation services as described in the applicable Order Form;
- Support Services described in the Support for Emburse Services, found [here](#); and
- The service level commitments described in the Service Level Commitments for Emburse found [here](#).

## 2. Direct Pay

Customers of Chrome River Expense service may subscribe to Direct Pay, our automatic and electronic payment capability for the end-to-end expense payment process with funding directly into an employee's bank account. The Direct Pay service consists of the initiation of payment from Customer's bank account through a third party provider to: (1) Reimburse the Customer's expense report filers and/or (2) Schedule payment to the Customer's corporate card providers for corporate card charges and feeds. For ACH reimbursements, approved expenses are exported as both journal and cost entries to Customer's financial system and into electronic payment files for the bank-to-bank and bank-to-credit card provider transfers.

For approved expenses that were incurred on an employee's corporate card, a separate payment file is created by Direct pay that sends payments for these amounts directly to the corporate card provider. A built-in reconciliation report lists all transactions being exported, amounts being paid and who is being paid.

- By activating the Direct Pay Service, Customer authorizes Chrome River and its third party partner, Global Exchange Payment Solutions, (A trade name of Cambridge Mercantile Corp. (USA)) ("Global Exchange"), to initiate payments through the Direct Pay service which will be automatically deducted from the financial institution identified by Customer ("Financial Institution"). Customer can control and authorize payments by selecting the Direct Pay Export function in the Chrome River system.
- Chrome River will initiate, on Customer's behalf ACH debits to the account at Customer's Financial Institution located: (i) in the USA to fully fund a payment request and will process credits to the specified financial institution receiving accounts located in the USA; or (ii) in Canada to fully fund a payment request and will process credits to the specified financial institution receiving accounts located in Canada.
- Customer will be responsible for completion of a Customer agreement with Global Exchange, including provision of all information requested by Global Exchange in order to facilitate the creation of the Customer account. Customer agrees to notify Chrome River in writing of any changes and to reply promptly in writing to any reasonable request for information from Chrome River relating to Customer's account. Customer shall only be required to respond with information in its possession. Customer acknowledges and authorizes Emburse to provide account information and payment instructions to Global Exchange solely as required for Global Exchange to carry out Chrome River's obligations with respect to the Direct Pay service. Any such information will be treated as Confidential & Proprietary Information of Customer as defined in the Agreement.
- Because these are electronic transactions, funds may be withdrawn from Customer account as soon as Direct Pay export is performed, and Customer will have limited time to report and dispute errors. Customer agrees not to dispute these scheduled transactions with its bank provided the transactions correspond to the terms set forth herein and in the Agreement.

- In the case that the transaction is returned for Non-Sufficient Funds (NSF), Customer understands that Chrome River may, at its discretion, attempt to process the charge again and Customer agrees to an additional charge for each attempt of a returned NSF transaction which will be initiated as a separate transaction from the authorized payment. Customer certifies that the business bank account noted on this form below is enabled for ACH transactions. Customer will reimburse Chrome River for all penalties, fees and other costs incurred by Chrome River in connection with Customer's errors.
- Customer acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. Both parties agree to comply with the provisions of U.S. law, and to be bound by NACHA Operation Rules as they pertain to these transactions. Under NACHA rules, Customer is the originator of all ACH Debits and ACH Credits under Direct Pay. As such, Customer represents warrants, and covenants that all payees have authorized entries to their bank accounts and Customer will pay for all ACH Credits.
- Customer represents that (i) the purpose of Customer's use of the service is for legitimate business reasons only and that the services will not be used for personal payments; (ii) Customer's beneficiaries will be at least 18 years old and under contract for services with Customer; (iii) Customer payments to beneficiaries will be for expense reimbursement and payment of corporate credit cards only; (iv) Customer will not use the service to make any payments in violation of applicable laws relating to online or internet gambling, sweepstakes, raffles, pornography, distribution of illegal substances (including drugs &/or related paraphernalia, fire arms, human organs, explosives, weapons), on line pharmacies, multi-level marketing, travel money or quasi cash, alcohol, tobacco, ID services, essay writing services, escort services, collection agencies, distressed property sales, mortgages, pay day loans, prepaid cards, products or service providers of spiritual, magical or astrological nature, matrimonial services, materials that incite violence, hatred or racism, bail bond services, pawn shops, payment aggregators, or businesses with excessive fraud or chargebacks.

### 3. B2B Payments

Enables Customers to create payment batches and execute payments from the Emburse platform to Customer's supplier across multiple payment methods including bank transfer (ACH), virtual cards via the WEX Bank card, and checks. B2B Payments is available in the United States (USD only). Use of B2B Payments requires a subscription to the Chrome River Invoice Service.

- A Customer must complete an application with WEX to open an account.
  - The WEX application enables a customer to choose secured or unsecured funding options.
- After approval of Customer's application, WEX will initiate a commercial charge account for Customer pursuant to the WEX customer agreement ("WEX Card"). Payments

initiated via the WEX Card will generate rebates to Customer as set forth in the Order Form and additional terms related thereto.

- A Customer can choose Non-Card Payment Transactions (ACH or check) through the Emburse platform.
  - Checks: These transactions are initiated by WEX and will be fulfilled through issuance of written checks via check print/mail vendor and written off of Customer's bank account.
  - ACH: These transactions are initiated by WEX, managed by TransferMate, and may be subject to Customer's agreement to applicable TransferMate terms and conditions.

#### 4. Folio

Customers of Chrome River Expense service may subscribe to Folio to automatically extract line item data from hotel and rental car receipts and creates an itemized line item ready to be expensed without having to manually key in data. Using eFolio parsing technology, Chrome River will compare a hotel folio or car receipts against a repository of over 50,000 formats to import the line items into Expense.

- User will forward the email PDF or HTM hotel or car receipt to their Chrome River Expense account upon completion of their travel.
- Chrome River will compare and extract the relevant data, categorize the data by line item and import it to the Expense account.
- Once the expense line items are established, Customer can individually allocate each item according to its applicable general ledger rules.
- If any hotel or car folio cannot automatically be mapped, the template will be added to the library.

#### 5. Mobile Access

The Chrome River Expense service includes access to the Chrome River mobile apps presently at no additional charge.

#### 6. Training

The Expense service includes access to free training services for all Authorized Users through the Chrome River Training Camp found at <https://www.chromeriver.com/training/registration>. Additional training can be provided for an additional charge.

## Invoice

### 1. Overview

The Chrome River Invoice service includes features that allow Customer to capture, store, match, and approve invoices. The Invoice service consists of the following:



- Functionality that automates the preparation, capture, routing, approval and processing of third party invoices;
- Remote access to the Chrome River software for invoice management over the Internet as a mobile web app on devices that meet the minimum requirements of the Invoice service;
- Access to the Chrome River Rule Builder for Administrators engine to allow Customers to design rules and update policy as your company needs to grow or change;
- Access to Chrome River's eINVOICE mapping tool for uploading supplier invoice data files in bulk directly into the Invoice service for processing;
- A permanent QA/Testing and production environment for each Customer;
- Availability in multiple languages and currencies;
- Provision of secure data interface for importing or exporting data from Customer internal systems;
- Unlimited data storage and invoice image storage;
- Unlimited user access across Customer's entire organization, in accordance with the terms of Customer's order;
- Online dashboards and self-service inquiries;
- Implementation services as described in the applicable Order Form;
- Support Services described in the Support for Emburse Services, found [here](#); and
- The service level commitments described in the Service level Commitments for Emburse found [here](#).

## 2. Training

The Invoice service includes access to free training services for all Authorized Users through the Chrome River Training Camp found at <https://www.chromeriver.com/training/registration>. Additional training can be provided for an additional charge.

## 3. Invoice Capture

As part of the Chrome River Invoice service, Customer can purchase Invoice Capture, consisting of the following:

- PO Box management and monthly rental to receive paper invoices via postal mail and transfer of all invoices to a scan facility
- Scanning of all received paper invoices;
- Extraction of invoice data and indexing of up to nine (9) configured data fields;
- Quality check of all data fields;
- Uploading of invoice images and data into the Invoice service;
- Automatic routing of invoices within the Invoice service per the defined routing rules;
- 30-day onsite storage of paper invoices;
- Secure shredding of paper invoices following the invoice storage period;

- Weekly return of non-invoice items to Customers via overnight mail, billed to Customer via the applicable contracted delivery service; and
- Retrieval and return of any requested original paper invoice documents prior to final disposition described above, billed to Customer at cost.

## DVI

Emburse DVI provides T&E analytics and insights by aggregating, normalizing and enhancing customer data from various sources to optimize spend and enhance policies. The core functionalities include:

- **Data Aggregation:** the ability to combine multiple data sources and link them together to create an information source that is more valuable than any isolated original data source;
- **Data Cleansing:** the ability to identify and correct anomalies in data sources to create improved data quality and minimize erroneous result sets from data queries;
- **Data Visualization:** the ability to present data in a graphical format that allows a user to easily understand the meaning of the information presented without having to manipulate information to produce a result;
- **Data Analysis:** the ability to examine data from multiple perspectives to identify trends, find answers, compare multiple variables, understand anomalies and outliers and identify opportunities; and
- **Business Intelligence:** Specific information arranged in an intuitive format that leads to a better understanding of a corporate travel program that can be used to save money, change behaviors, increase compliance or increase satisfaction.

## Solution Administrator

The Solution Administrator service provides ongoing consulting & configuration engagement as well as prioritized support case handling and is available for both the Expense and Invoice services. A designated team of Emburse Solution Administrators (ESA's) will meet with customers periodically to stay abreast of business objectives, propose and demonstrate system behavior options, and implement configuration changes in your Services. Solution Administrator service includes the following:

- Providing ongoing consulting to optimize processes;
- Conducting education on new features;
- Administration support for the system through back-end configuration changes upon Customer's request (as further described below);
- Hands-on assistance with the Customer self-service administration screens; and facilitation of periodic reviews of open support cases (as further described below)

The Solution Administrator service covers configuration changes within the scope of the existing deployment footprint. Chrome River will make reasonable efforts to address the identified business requirements within the configurable capabilities of the system without

customization to the code base. Any changes that may require code changes are outside the scope of this offering.

Customer will be able to identify up to 4 Authorized Support Contacts (ASC's) and 3 Authorized Change Requestors (ACR's) who will have access to be able to create cases via the Chrome River help center portal. As part of this case submission process, these case submitters will identify whether a case is being submitted to (a) ask a question, (b) report a problem, or (c) request a configuration change. They will also have the ability to specify a Priority of Urgent, High, Normal, or Low, as described below. Chrome River Support Coordinators will verify the chosen case Type and priority and make modifications to the priority to align with the descriptions below, if necessary. Support Engineers will then work "Report a Problem" cases in the following order, and provide updates for "Report A Problem" cases in accordance with the frequency identified below:

| Priority Order | Case Classification   |
|----------------|---|
| 1              | Urgent cases submitted by <b>Emburse Solution Administrator</b> clients     |
| 2              | Urgent cases submitted by other clients                                     |
| 3              | Non-Urgent cases submitted by <b>Emburse Solution Administrator</b> clients |
| 4              | Non-Urgent cases submitted by other clients                                 |

| Priority | Description   | Scope of Impact                                     | Time to First Response | Status Update Frequency   | Availability of Support <sup>1</sup><br>(hours per day x days per week) |
|----------|---|---|------------------------|---------------------------|---|
| Urgent   | An incident should be categorized as Urgent if the Services are substantially inoperable and a mutually agreed upon workaround has not been implemented in such a way that the issue has been mitigated, including data or security issues.     | Majority of users within a country or business unit | 2 hours                | Every 4 hours             | 24 x 7<br>(English Only)  |
| High     | An incident should be categorized as High if a critical product feature stops working, preventing transactions from being imported, created, submitted, approved, processed or extracted or a substantial persistent performance problem exists | Majority of users within a country or business unit | 6 hours                | 24 hours <sup>1</sup>     | 12 x 5  |
| Normal   | An incident should be categorized as Normal if a product feature is not working or an intermittent system performance issue or bug exists   | One or more users                                   | 24 hours <sup>1</sup>  | 72 hours <sup>1</sup>     | 12 x 5  |
| Low      | An incident should be categorized as Low if it is a system performance issue affecting a single user, a cosmetic product or   | One or more users                                   | 48 hours <sup>1</sup>  | Upon request <sup>1</sup> | 12 x 5  |

|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | documentation error exists which does not impact user operation |  |  |  |  |
|--|---|--|--|--|--|

<sup>1</sup> Excludes weekends and holiday observed by Emburse.

\* *Notifications may be made via the Help Center messaging system, the case tracking system and email.*

## Emburse Analytics

Emburse Analytics is a collection of services that can be ordered in connection with Chrome River for an additional fee. Emburse Analytics includes the following service options:

### 1. Emburse Analytics Pro

The Analytics Pro service allows for extended reporting functionality beyond the scope of the standard Emburse Analytics reporting functionality. Analytics Pro includes:

- Reports & dashboards tracking spend across custom expense category fields
- Ability to schedule and send reports to unlimited recipients through a variety of means, including email and SFTP;
- Ability to provide leadership access to monitor spending; and
- One (1) hour of expert guidance from Chrome River to optimize processes;

### 2. Emburse Insight Advisor

The Insight Advisor service is available for the Expense, Pre-Approval Invoice and Purchase Order services. Insight Advisor provides pro-level analytics with the support of a designated team of experts who are knowledgeable in expense, pre-approval, invoice, and purchase order reporting data and industry trends. Insight Advisor includes

- All of the services described above that are applicable to Emburse Analytics Pro; and
- Access to a team of reporting services consultants to provide support for analytics, up to 100 hours per year, including report creation, training, setting up secure data access filtering, and supporting periodic meetings to assist in interpreting the Customer Data and to help Customer create Key Performance Indicator reports.
- When the Service is purchased along with or during the initial implementation, the Customer project team which may attend several of the design workshops and will have the capability of generating up to 2 custom reports during the implementations.

## Emburse Audit Services

The Emburse Audit Services are available for the Chrome River Expense and Chrome River Invoice services. Emburse Audit includes online review of receipts, policy exceptions and vendor validation by a team of auditors as part of the approval process within Chrome River. English is the supported language for all audit comments.

## 1. Emburse Audit

Emburse Audit provides an intelligent audit model that will analyze Customer's expense transactions against pre-defined criteria to assign a probability of compliance with policy. Those with a high probability of non-compliance are then routed to a team of independent human auditors for review.

- The Emburse Audit service includes highly configurable business rules engine as well as configurable approval routing workflows, MCC verification, and merchant verification, to assist with compliance. Those with a high probability of errors are then routed to a team of independent human auditors for review.
- Once routed, independent human auditors will audit the targeted expense reports as the first step in Customer's approval process of the expense report. Expense Audit consists of the following:
  - Validation of data points including datapoints including date, amount, currency, expense type classification, VAT/Tax amount (subject to configuration of VAT/Tax rules in the Service) and merchant
  - Receipt substantiation, consisting of receipt verification to ensure that receipts are attached, legible (including amount, currency, date, and merchant) and match the expenses listed in the expense report.
  - Returning line items to the expense owner within seventy-two (72) hours of submission or re-submission of the expense report with instructions as provided by Customer in the event a required receipt is missing or illegible. Customer may configure the service to return an expense report to an expense owner (up to a maximum of two (2) times) or to provide alternate treatment in the approval flow.

## 2. Emburse Audit Plus

The Emburse Audit Plus consists of the service described above for the Emburse Audit service. In addition, each expense report submitted by Customer will be routed to an independent human auditor for verification. Each audit will include the following actions:

- Review of a report submitters response to a policy compliance warning to determine legibility or validity of business explanation;
- Review of expense itemizations and receipt details for hotel expenses per Customer's travel policy;
- Verification that the number of attendees identified on a report (if required) matches the number of guests on the receipt (if displayed);
- Verification that the included receipt is a valid tax receipt with a VAT registration number and
- Review of designated expense type classifications identified by Customer during the setup process to validate the associated business reason and inclusion of non-allowable items.

### 3. Invoice Audit

The Invoice Audit reviews selected invoices submitted into Chrome River Invoice and consists of the following:

- Review of each invoice validating the invoice amount, VAT amount, and VAT registration number;
- Verification that the required invoice images are included on the record;
- Invoices flagged as duplicates will be validated. Comments will be provided verifying valid invoices. Duplicate invoices will be returned to the Customer with comments for further review or deletion;
- Validation that the OCR invoice data matches the transaction; and
- Return any invoice transactions to the submitter in the event that any data is incorrect.

## Other Services

Additional ancillary services are available for additional fees if and when ordered under a mutually acceptable order between Chrome River and a customer.

## Updates

Chrome River will perform and schedule all Updates to such software, in its reasonable discretion and at its expense. An "Update" means each code modification of the applicable Chrome River application software hosted by Chrome River and used to provide the Service Ordered under a mutually acceptable agreement between Chrome River and Customer

## Security

### 1. Third-Party Audits and Compliance Standards

#### 1.1 SOC 1 and SOC 2 Type 2 Audits

At least annually and at no expense to Customer, Chrome River conducts both SOC 1 (ISAE3402/SSAE18) and SOC 2 (AT Section 101) Type 2 audit of controls relating to the Service, which audits will be performed by an independent certified public accounting firm. Upon Customer's request, Chrome River will provide Customer with copies of documentation relevant to such audit to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations.

#### 1.2 ISO 27001 Audit

At least annually and at no expense to Customer, Chrome River conducts an ISO 27001 audit of its operations relating to the Service, which audit is performed by a qualified independent third party in accordance with the requirements of ISO 27001. Upon Customer's request, Chrome River will provide Customer with a copy of its ISO 27001 certification subject to applicable regulatory restrictions and confidentiality obligations

### 1.3 PCI-DSS Compliance

Chrome River will maintain policies, practices and procedures sufficient to comply with the Payment Card Industry Data Security Standard, as the same may be amended from time to time, with respect to the Service and will, on an annual basis, attest to the same. Upon Customer's request, Chrome River will provide Customer with copies of its PCI-DSS attestation, subject to regulatory restrictions and confidentiality obligations.

## 2. Security

### 2.1 Security Policy

Chrome River maintains an information security policy that is approved annually by Chrome River management and published and communicated to all Chrome River employees and relevant third parties. Chrome River maintains a dedicated security function to design, maintain, and operate security within the organization. This function focuses on developing policy and procedures for system integrity, risk acceptance, risk analysis and assessment, risk evaluation, risk management and treatment, and statements of applicability.

### 2.2 Systems Security

Chrome River maintains appropriate systems security for the Service in accordance with commercially reasonable industry standards and practices designed to protect Customer Data from theft, unauthorized disclosure and unauthorized access. Such systems security includes, among other things, the following practices and procedures with respect to the Service:

#### **Firewalls**

Chrome River maintains commercially reasonable Internet-industry standard firewall protection for all of the networks, databases, and computer systems utilized by Chrome River in performing the Service. Chrome River updates its firewall software promptly following the availability of updates by the software provider.

#### **Intrusion Detection**

Chrome River maintains a host-based intrusion detection system to detect unwanted or hostile network traffic.

#### **Encryption of Transmitted Data**

Chrome River uses commercially reasonable Internet-industry standard secure encryption methods designed to encrypt communications between its server(s) and client browser(s), and between its servers and Customer's server(s).

#### **Encryption of Stored Data**

Chrome River uses commercially reasonable Internet-industry standard secure encryption methods for the entire Chrome River database using AES-256-bit block level encryption tool. In



addition, sensitive data, including credit card numbers, and bank account numbers are further encrypted within the database to provide a second layer of protection.

### **Vulnerability Management**

Chrome River maintains appropriate practices designed to protect Customer Data from system and application vulnerabilities, including:

- *External Infrastructure Scanning:* Chrome River conducts quarterly external infrastructure scanning providing information to an external reporting tool through a qualified independent scanning vendor.
- *Internal Infrastructure Scanning:* Chrome River performs internal infrastructure scanning through the use of embedded adaptors within its infrastructure providing information to an external reporting tool through a qualified independent scanning vendor.
- *External Penetration Test:* On an annual basis, Chrome River conducts an application penetration test with respect to the handling of data relating to the Service and to assess the protective controls in place to prevent unauthorized access, which assessment is performed by a qualified independent third party. Reports are made available to Customer on an annual basis, upon written request.
- *Interactive Application Security Testing:* Chrome River performs application vulnerability scanning on the Service on a continuous basis utilizing an interactive assessment tool.
- *Malware Scanning:* Chrome River performs anti-Malware scanning on externally accessible servers utilized in performing the Service, under a central management platform.
- *Patch Management:* Chrome River uses a patch management process and toolset to keep all servers up to date with appropriate security and feature patches.
- *Documented remediation process:* Chrome River uses a documented remediation process designed to timely address all identified threats and vulnerabilities with respect to the Service.
- *Secure Coding Practices:* Chrome River uses secure coding practices focused on OWASP standards as well as automated analysis and software testing as part of our deployment and quality assurance program.

### **Access Control**

The networks, databases, software, and computer systems of Chrome River employs in performing the Service are protected by a user name and password system which requires strong passwords which meet industry guidance for strong password construction and maintenance. Where appropriate, commands requiring additional privileges are security logged (with time and date) to enable a complete audit trail of activities. Chrome River promptly terminates all credentials and access to privileged user accounts of a Chrome River employee upon termination of his or her employment.

### 2.3 Physical and Environmental Security

Chrome River's hosting provider limit access to the hosting facilities utilized in performing the Service to employees and employee-accompanied visitors using commercially reasonable Internet-industry standard physical security methods. At a minimum, such methods include visitor sign-ins, restricted access key cards or locks for employees, limited access to server rooms and archival backups, and burglar/intrusion alarm systems. Access to all data centers require multi-factor authentication which is limited to authorized personnel reviewed on a monthly basis.

### 2.4 Security Incident Management

Chrome River maintains security incident management policies and procedures, including detailed security incident escalation procedures. Chrome River will notify Customer within seventy-two (72) hours of its discovery of a security breach of the Service that results in the unauthorized disclosure of Customer Data ("Security Breach"). In the event of a Security Breach, Chrome River will promptly perform an investigation, take appropriate remedial measures, and provide Customer with the name of a single Chrome River security representative who can be reached with security questions or security concerns twenty-four (24) hours per day, seven (7) days per week, during the scope of its investigation.

## 3. Back Up/Archival

Chrome River performs full backups of the database(s) containing Customer Data no less than once per day without interruption of the Service. Chrome River also provides secure on-site archival storage of all backups of the database(s) containing Customer Data.

## 4. Disaster Recovery

Chrome River maintains a disaster recovery plan in place for the hosting location from which the Service is performed. Chrome River will provide customer with a copy of its then-current disaster recovery plan promptly following Customer's written request for the same. Chrome River will notify Customer regarding the occurrence of any disaster where the disaster recovery plan is invoked. If Chrome River's disaster recovery plan is invoked, Chrome River will (a) execute such plan and restore Service to the Service Availability service level described in the Customer agreement in accordance with the requirements of such plan, but no more than one (1) day after invoking such plan subject to hardware availability, and (b) Customer will be treated with at least equal priority as any other Chrome River customer of the Service.

## 5. Business Continuity

Chrome River maintains a business continuity plan that is tested on an annual basis to assist in reacting to a disaster in a planned and tested manner. Chrome River will provide a copy of its then-current business continuity plan promptly following Customer's written request for same.

## Reimbursement of Expenses

The Customer will be responsible for paying Chrome River's reasonable travel and related expenses incurred by Chrome River in connection with any on-site services performed in connection with a Customer agreement.



## Data Processing Addendum

This Data Processing Addendum, including its Appendices ("DPA"), forms part of the Terms and Conditions or other written or electronic agreement for the purchase of Emburse services (the "Principal Agreement"). This DPA applies to Personal Data processed by Emburse and its Subprocessors in connection with its provision of the Service. For purposes of this DPA, the Emburse entity that is the party to the executed Order Form with Customer under the Principal Agreement is the party to this DPA and shall be the Data Importer.

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Authorized Affiliates, if and to the extent Emburse processes Personal Data for which such Authorized Affiliates qualify as the Controller. For purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Authorized Affiliates. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

If in the course of providing the Services to Customer pursuant to the Principal Agreement, Emburse may Process Personal Data on behalf of Customer and the parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

### 1. Structure

- 1.1 Appendices 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects and the applicable technical and organizational measures.
- 1.2 The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer, and those Authorized Affiliates that it permits to use the Service, act as the Controller and Emburse acts as the Processor. Customer shall act as a single point of contact and is solely responsible for obtaining any relevant authorizations, consent, instructions or permissions for the Processing of Personal Data in accordance with this DPA, including, where applicable, approval by Controllers to use Emburse as a Processor. Where authorizations, consent, instructions, or permissions are provided by Customer, these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Service. Where Emburse informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Service. It shall be Customer's responsibility to forward such information and notices to the relevant Controllers.
- 1.3 Except where applicable Data Protection Laws require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Emburse directly by itself, the parties agree that: (i) the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for itself and all of its Authorized Affiliates together.

### 2. Processing of Personal Data

- 2.1 Emburse will Process Personal Data on behalf of and only in accordance with Customer's documented instructions. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Service then constitutes further instructions. Emburse will use reasonable efforts to comply with other documented instructions provided by Customer where such instructions are consistent with the terms of the Agreement, are required by Data Protection Laws and do not require changes to the Service.
  - 2.1.1 If Emburse is unable to comply with an instruction or such instruction infringes Data Protection Laws, in Emburse's reasonable opinion, Emburse shall promptly notify Customer.

2.1.2 Emburse may also Process Personal Data where required to do so by applicable law. In such case, Emburse will inform Customer of that legal requirement unless that law prohibits such information on important grounds of public interest.

2.2 Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws, including any applicable requirement to provide notice to Data Subjects of the use of Emburse as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from disclosures of Personal Data, including the sale of Personal Data under the CCPA.

### **3. Personnel**

3.1 Emburse and its Sub-processors shall take reasonable steps to ensure the reliability of any employee, agent or contractor who have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or have access to the relevant Personal Data. Emburse shall ensure all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality. Emburse and its Sub-processors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

### **4. Data Subject Rights**

4.1 Emburse shall, to the extent legally permitted, promptly notify Customer if Emburse receives a request from a Data Subject to exercise the Data Subject's rights of access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, or objection to the Processing (each a "Data Subject Request") without itself responding to such request. Taking into account the nature of the Processing, Emburse shall reasonably cooperate with Customer and Controllers in dealing with Data Subject Requests by appropriate technical and organizational measures, in so far as this is possible.

4.2 Emburse shall:

4.2.1 not disclose Customer Personal Data to any third party other than approved Emburse Affiliates and Sub-Processors without the Customer's prior written consent other than to the extent required by a regulator or court of law.

4.2.2 to the extent permitted by applicable Law, not deal with regulators, law enforcement agencies, the relevant individuals concerned or media in respect of the Personal Data without the Customer's prior written consent;

4.2.3 promptly notify the Customer of any complaint received by Emburse regarding Personal Data practices, or of any request or enquiry from a government body or regulator having jurisdiction under Data Protection Laws and cooperate with the Customer in the resolution of any such complaint or any investigation or enforcement action by such a government body or regulator.

4.3 In the event of requests from a non-EU Responsible Authority to disclose Customer Personal Data on a voluntary basis, Emburse agrees that it shall refrain from disclosing any Customer Personal Data unless it has obtained the express consent of the Customer or the relevant Data Subject(s).

4.4 In the event that Emburse receives a formal disclosure order for Customer Personal Data from a non-EU Responsible Authority, Emburse will provide Customer with prompt written notice, unless providing such notice would breach applicable Law or regulation (in such instances Emburse will challenge the legality of any such order itself and wherever possible seek interim measures to suspend the effects of the order until a court has decided on the merits), so that Customer may seek a protective order or other appropriate remedy. If Customer seeks such a protective order, Emburse will provide

such cooperation as Customer reasonably requests. In the event that such a protective order or other remedy is not obtained (either by Customer or by Emburse), Emburse agrees that it will not disclose the Customer Personal Data requested until required to do so under the applicable procedural rules and will provide only the minimum amount of Customer Personal Data that is permissible.

## **5. Security**

- 5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Emburse shall maintain appropriate technical and organizational measures for the protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in Appendix 2, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. Emburse will regularly monitor compliance with these measures.
- 5.2 Emburse may change the measures set out in Appendix 2 at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

## **6. Sub-processors**

- 6.1 Customer acknowledges and agrees that: (a) Emburse Affiliates may be retained as Sub-processors; and (b) Emburse and Emburse Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services.
- 6.1.1 Any third party Sub-Processors shall be engaged under a written (including electronic form) contract containing data protection obligations no less protective than those in this Agreement with respect to the protection of Personal Data, to the extent applicable to the services provided by such Sub-Processor.
- 6.1.2 For any Sub-processor, Emburse will carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for Personal Data required by the Principal Agreement.
- 6.1.3 Emburse will make available to Customer, upon request, a list of Sub-processors in place on the effective date of the Agreement, including the name, address, and role of each Sub-processor Emburse uses to provide the Service.
- 6.2 Emburse's use of Sub-Processors is at its discretion, provided that:
- 6.2.1 Emburse will inform Customer of the appointment of any new Sub-processor in advance (by email or by making such information available on a website accessible to Customer), including full details of the Processing to be undertaken by the Sub-processor.
- 6.2.2 If, within ten (10) business days of receipt of that notice, Customer notifies Emburse in writing of a legitimate reason under Data Protection Law to object to the proposed appointment, Emburse shall work with Customer in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor.
- 6.2.3 If Emburse is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days from receipt of Customer's notice, Customer may terminate the Order Form with respect to the Services which require the use of the proposed Sub-processor by providing written notice to Emburse received no later than ninety (90) days from date of Emburse's notice of such proposed Sub-processor. If Customer does not terminate within such ninety (90) day period, Customer is deemed to have accepted the new Sub-processor. Any termination under this Section 6.2.3 will be without fault by either party and shall be subject to the terms of the Agreement.

- 6.3 Emburse will be liable for the acts and omissions of its Sub-processors to the same extent Emburse would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.
- 6.4 Emburse may replace a Sub-processor without advance notice where the reason for such change is outside of Emburse's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, Emburse will inform Customer of the replacement Sub-processor as soon as reasonably practicable following its appointment and 6.2.2 and 6.2.3 will apply.

## **7. Personal Data Incident Management**

- 7.1 Emburse shall notify Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 7.2 Emburse shall cooperate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

## **8. Data Protection Impact Assessment and Prior Consultation**

If required by Data Protection Law, Emburse shall provide reasonable assistance and cooperation to fulfill Controller's obligation to carry out a data protection impact assessment, or prior consultation with a Supervisory Authority, which are required under the GDPR or equivalent provisions of any other Data Protection Law solely in relation to Customer's use of the Service and to the extent Customer does not otherwise have access to the relevant information and such information is available to Emburse.

## **9. Deletion or return of Personal Data**

- 9.1 Subject to this Section 9, Emburse shall, to the extent allowed by applicable law, promptly and in any event within ninety (90) days of the date of cessation of the Services involving the Processing of Personal Data (the "**Cessation Date**"), delete and procure the deletion, anonymization or pseudonymization of all copies of such Personal Data. Certification of the destruction as provided in this Section 9 shall be provided upon Customer's request.
- 9.2 During the term of the Agreement, Customer will have access its Personal Data at any time and can export and retrieve such data in a standard format. Export and retrieval may be subject to technical limitations. If export and retrieval as described in the foregoing is not reasonably possible, Emburse and Customer will find a reasonable method to allow Customer to access the Personal Data. Upon written request to Emburse within thirty (30) days of the Cessation Date, Emburse will permit Customer access to the Services for thirty (30) days the sole purpose of exporting all Personal Data.
- 9.3 Emburse may retain the Personal Data to the extent and only for such period of time as required by Applicable Laws. Emburse shall ensure the confidentiality of all such Personal Data and shall ensure that such Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws.

## **10. Certifications and Audits**

- 10.1 Emburse will, upon written request of Customer, make available evidence of its compliance with the technical and organizational measures that protect the Service through third-party certifications and audits as described in the security Documentation.
- 10.2 Customer, a Controller, or its respective independent third party auditor reasonably acceptable to Emburse, may have a right to audit Emburse's control environment and security practices relevant to the Processing if:
- 10.2.1 Emburse fails to provide sufficient evidence under Section 10.1;



- 10.2.2 An audit is requested by Customer's, or a Controller's, relevant data protection authority; or
- 10.2.3 Data Protection Law provides Customer with a direct audit right, provided any such audit shall only occur once in any twelve (12) month period unless such law requires more frequent audits.
- 10.3 If a Controller (other than Customer) requests to conduct an audit under section 10.2, such audit must be undertaken by and through Customer unless Data Protection Law requires otherwise. If several Controllers whose Personal Data is processed Emburse under the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits. Customer shall bear the costs of all audits under this Section 10.
- 10.4 Customer or the relevant Controller undertaking an audit under Section 10.2 shall give Emburse at least sixty (60) days (or such other period as required by Data Protection Law) prior notice of any audit to be conducted under section 10.2. The scope of any audits shall be mutually agreed by the parties acting reasonably and in good faith. Audits shall be limited to three (3) days and Customer (or relevant Controller) shall make (and ensure that each of its auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to Emburse premises, equipment, personnel and business in the course of such audit. Customer shall bear the costs of such audit and will provide the results of any audit to Emburse. If an audit determines that Emburse has breached its obligations under the DPA, Emburse will promptly remedy the breach at its own cost.
- 10.5 To the extent the Standard Contractual Clauses apply to this DPA as set forth in Section 11 below, the parties agree that audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the provisions of this Section 10.

## **11. Data Transfers**

- 11.1 Personal Data that Emburse processes on Customer's behalf may be transferred to, and stored and processed in, the United States or any other country in which Emburse or its Subprocessors operate. Customer appoints Emburse to perform any such transfer of Customer Data and Personal Data to any such country and to store and process Customer Data and Personal Data to provide the Services. All transfers of Customer Data out of the European Union, European Economic Area, and Switzerland by the Services will be subject to appropriate safeguards as described in Article 46 of the GDPR and such transfers and safeguards will be documented according to Article 30(2) of the GDPR.
- 11.2 The EU Standard Contractual Clauses set forth in (**Appendix 3**) to this DPA (the "EU SCCs") shall apply to all Emburse subsidiaries or affiliates and to: (i) Customer which is subject to the data protection laws of the European Union, The European Economic Area and/or their member states, and/or Switzerland, and (ii) its Authorized Affiliates. Each of the foregoing shall be deemed "data exporters" for the EU SCCs. In the event of any conflict or inconsistency between the body of this DPA (including Appendices 1 and 2) and the EU SCCs in Appendix 3, the EU SCCs shall prevail.
- 11.3 The UK Standard Contractual Clauses set forth in (**Appendix 4**) to this DPA (the "UK SCCs") shall apply to all Emburse subsidiaries or affiliates and to: (i) Customer which is subject to the data protection laws of the United Kingdom, and (ii) its Authorized Affiliates. Each of the foregoing shall be deemed "data exporters" for the UK SCCs. In the event of any conflict or inconsistency between the body of this DPA (including Appendices 1 and 2) and the UK SCCs in Appendix 4, the UK SCCs shall prevail.

## **12. Severance**

Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

### 13. Definitions

- 13.1 In this DPA, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:
- 13.1.1 "**Affiliate**" means an entity that directly or indirectly controls, is controlled by or is or under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect power to direct or cause the direction of the management and policies of the subject entity, whether through ownership of more than 50% of the voting interests, by contract or otherwise.
  - 13.1.2 "**Authorized Affiliate**" means any Customer Affiliate which: (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland, and/or United Kingdom; and (b) is permitted to use the Services pursuant to the Agreement between Customer and Emburse.
  - 13.1.3 "**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code § 1978.00 *et seq.*, and its implementing regulations.
  - 13.1.4 "**Controller**" means the entity which determines the purposes and means of the Processing of Personal Data.
  - 13.1.5 "**Customer**" means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates).
  - 13.1.6 "**Customer Data**" has the meaning set forth in the Agreement as "Customer Data" provided that such data is electronic data and information submitted by or for Customer in the Service.
  - 13.1.7 "**Data Protection Laws**" means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including EU Data Protection Laws and UK Data Protection Laws, to the extent applicable, and the data protection or privacy laws of any other country.
  - 13.1.8 "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.
  - 13.1.9 "**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/ED (General Data Protection Regulation).
  - 13.1.10 "**Personal Data**" means any information related to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable data under applicable Data Protection Laws), where for each (i) or (ii), such data is Customer Data.
  - 13.1.11 "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.
  - 13.1.12 "**Processing**" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- 13.1.13 “**Processor**” means the entity which Processes Personal Data on behalf of the Controller, including as applicable, any ‘service provider’ as that term is defined by the CCPA.
- 13.1.14 “**Responsible Authority**” means any country's government, any institution of the European Union, and any ministry, department, political subdivision, instrumentality, authority (local or otherwise), agency, corporation, court or commission under the direct or indirect control of such country or the European Union, whether engaged in legislative, executive, regulatory, administrative or judicial functions or at any time with jurisdiction or de facto control over the parties, and/or this Agreement.
- 13.1.15 “**Standard Contractual Clauses**” means: (i) the EU Standard Contractual Clauses (Processors) approved by the Commission Decision of 5 February 2010, as amended by EU Commission Implementing Decision 2016/2297 of 16 December 2016 or any subsequent version thereof published by the European Commission; and (ii) the UK Standard Contractual Clauses as incorporated into UK Data Protection Law by virtue of paragraph 7 of Schedule 20 to the UK DPA 2018 and such data protection clauses as may be adopted by the UK in accordance with the procedures set out in Section 119A of the UK DPA 2018. The Standard Contractual Clauses current as of the effective date of the Agreement are attached hereto as Annex 4.
- 13.1.16 “**Subprocessor**” means Emburse Affiliates and third parties engaged by Emburse or Emburse Affiliates in connection with the Service and which Process Personal Data in accordance with this DPA.
- 13.1.17 “**UK Data Protection Laws**” means United Kingdom General Data Protection Regulation (“UK GDPR”), the Data Protection Act 2018, and any national law implementing or supplementing such legislation.

IN WITNESS WHEREOF, this DPA is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out above

Customer \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

## **Appendix 1 to the DPA and, if applicable, the EU Standard Contractual Clauses and the UK Standard Contractual Clauses**

### *Data Exporter*

- The Data Exporter is the Customer to subscribed to the Service that allows Authorized Users to enter, amend, user, delete or otherwise Process Personal Data. Where the Customer allows other Controllers to also use the Service, these other Controllers are also Data Exporters.

### *Data Importer*

Emburse is a provider of services for travel booking and management, expense tracking and management, time tracking and management, and vendor procurement and invoice management for which Emburse processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement

### *Duration of Processing*

Subject to Section 9 of the DPA, Emburse will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

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### *Data Subjects*

Unless provided otherwise by the Data Exporter, the Personal Data transferred hereunder relates to the following categories of Data Subjects: Authorized Users provided access to use the Services by Customer, employees, contractors, business partners or other individuals having Personal Data Processed by the Service

### *Data Categories*

The transferred Personal Data concerns the following categories of data:

Customer may submit Personal Data to the Services, the extent of which is determined by the Customer per the Service that is subscribed.. Customer can configure data fields during the implementation of the Service or as otherwise provided by the Service. The transferred Personal Data typically relates to the following categories of data: Name, email, phone number, address, system access/usage/authorization data, company name, invoice data, and application-specific data that Authorized Users enter into the data and may include employee ID, payroll ID, bank account data, credit or debit card data.

### *Special Data Categories (if appropriate)*

The transferred Personal Data concerns the following special categories of data: as set out in the Agreement, if any.

### *Processing Operations / Purposes*

The Personal Data is subject to the following basic processing activities:

- Use of the Personal Data to setup, operate, monitor and provide the Service (including technical support)
- Provision of professional services
- Communication with Authorized Users
- Storage of Personal Data in designated data centers
- Uploads of updates or upgrades to the Service
- Back up of Personal Data
- Processing of Personal Data, including transmission, retrieval, and access
- Execution of instructions of Customer in accordance with the Agreement

**Appendix 2 to the DPA and, if applicable, the EU Standard Contractual Clauses  
and the UK Standard Contractual Clauses**

**Description of the technical and organisational security measures implemented by the data importer in  
for the Processing of Personal Data:**

Data Importer will maintain administrative, technical, and physical safeguards for protection of the security, integrity, and confidentiality of Personal Data Processed by the Service as further described in the Service documentation. Such safeguards include, without limitation, firewalls, SSL certificates, web application firewalls, secure development lifecycle management, secure coding practices, PCI DSS compliance, SOC 2 Type II audit, third party vulnerability assessments, internal vulnerability assessments, continuous employee education, virus/malware scanning, phishing protection, and more. Data Importer will not materially diminish the overall security of the Service during the term of the Agreement.

## APPENDIX 3: EU STANDARD CONTRACTUAL CLAUSES

### Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

***Customer, on behalf of itself and the other Controllers***  
(hereinafter referred to as the “**data exporter**”)

And

**Emburse**  
(hereinafter referred to as the “**data importer**”)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

#### *Clause 1* **Definitions**

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

#### *Clause 2* **Details of the transfer**

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

#### *Clause 3* **Third-party beneficiary clause**

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

*Clause 4*  
***Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).



*Clause 5*  
***Obligations of the data importer***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

*Clause 6*  
***Liability***

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared

or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

*Clause 7*  
***Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

*Clause 8*  
***Cooperation with supervisory authorities***

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

*Clause 9*  
***Governing Law***

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

*Clause 10*  
***Variation of the contract***

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

*Clause 11*  
***Subprocessing***

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

*Clause 12*  
***Obligation after the termination of personal data processing services***

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

## APPENDIX 4: UK STANDARD CONTRACTUAL CLAUSES

Name of the data exporting organisation:

*Customer, on behalf of itself and the other Controllers*  
(hereinafter referred to as the “**data exporter**”)

And

**Emburse**  
(hereinafter referred to as the “**data importer**”)  
each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

▪

### Clause 1. Definitions

For the purposes of the Clauses:

- (a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) ‘the data exporter’ means the controller who transfers the personal data;
- (c) ‘the data importer’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) ‘the sub-processor’ means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) ‘the applicable data protection law’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) ‘technical and organisational security measures’ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

### Clause 2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

### Clause 3. Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data

exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.
- 5.

#### **Clause 4. Obligations of the data exporter**

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses;
- (j) that it will ensure compliance with Clause 4(a) to (i).

#### **Clause 5. Obligations of the data importer**

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
  - (ii) any accidental or unauthorised access; and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

#### **Clause 6. Liability**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

3. The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.
4. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

#### **Clause 7. Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

#### **Clause 8. Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

#### **Clause 9. Governing law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

#### **Clause 10. Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

#### **Clause 11. Sub-processing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its



data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

### **Clause 12. Obligation after termination**

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

COMPID = GV06397  
 UNITID = GV06397

**EQUAL EMPLOYMENT OPPORTUNITY**  
 2019 EMPLOYER INFORMATION REPORT EEO-1  
 Single Establishment Report

**SECTION B – COMPANY IDENTIFICATION**

1. CHROME RIVER TECHNOLOGIES INC.  
 5757 WILSHIRE BOULEVARD  
 SUITE 270  
 LOS ANGELES, CA 90036

2.a. CHROME RIVER TECHNOLOGIES INC.  
 5757 WILSHIRE BOULEVARD  
 SUITE 270  
 LOS ANGELES, CA 90036  
 c. EIN= 383752006

**SECTION C – TEST FOR FILING REQUIREMENT**

1-Y 2-Y 3-Y DUNS=801930855

**SECTION E – ESTABLISHMENT INFORMATION**

NAICS: 541511 - Custom Computer Programming Services

**SECTION D – EMPLOYMENT DATA**

| JOB CATEGORIES             | Hispanic or Latino |        | Non-Hispanic or Latino |                           |                                     |       |                                  |                   |                    |                           |                                     |       |                                  | Overall Totals |                   |
|----------------------------|--------------------|--------|------------------------|---------------------------|-------------------------------------|-------|----------------------------------|-------------------|--------------------|---------------------------|-------------------------------------|-------|----------------------------------|----------------|-------------------|
|                            |                    |        | ***** Male *****       |                           |                                     |       |                                  |                   | ***** Female ***** |                           |                                     |       |                                  |                |                   |
|                            | Male               | Female | White                  | Black or African American | Native Hawaiian Or Pacific Islander | Asian | American Indian or Alaska Native | Two or More Races | White              | Black or African American | Native Hawaiian Or Pacific Islander | Asian | American Indian or Alaska Native |                | Two or More Races |
| Exec/Sr. Officials & Mgrs  |                    |        | 8                      |                           |                                     | 1     |                                  |                   | 4                  |                           |                                     |       |                                  |                | 13                |
| First/Mid Officials & Mgrs | 6                  | 1      | 21                     | 1                         |                                     | 7     |                                  | 1                 | 15                 | 1                         |                                     | 4     |                                  | 1              | 58                |
| Professionals              | 25                 | 7      | 72                     | 10                        | 1                                   | 42    |                                  | 6                 | 61                 | 2                         |                                     | 20    |                                  | 3              | 249               |
| Technicians                |                    |        |                        |                           |                                     |       |                                  |                   |                    |                           |                                     |       |                                  |                | 0                 |
| Sales Workers              | 2                  |        | 20                     | 1                         |                                     | 2     |                                  |                   | 13                 | 1                         |                                     |       |                                  |                | 39                |
| Administrative Support     | 2                  | 1      | 6                      |                           |                                     |       |                                  |                   | 5                  | 1                         |                                     | 4     |                                  |                | 19                |
| Craft Workers              |                    |        |                        |                           |                                     |       |                                  |                   |                    |                           |                                     |       |                                  |                | 0                 |
| Operatives                 |                    |        |                        |                           |                                     |       |                                  |                   |                    |                           |                                     |       |                                  |                | 0                 |
| Laborers & Helpers         |                    |        |                        |                           |                                     |       |                                  |                   |                    |                           |                                     |       |                                  |                | 0                 |
| Service Workers            |                    |        |                        |                           |                                     |       |                                  |                   |                    |                           |                                     |       |                                  |                | 0                 |
| Total                      | 35                 | 9      | 127                    | 12                        | 1                                   | 52    | 0                                | 7                 | 98                 | 5                         | 0                                   | 28    | 0                                | 4              | 378               |
| Previous Year Total        | 29                 | 7      | 124                    | 12                        | 2                                   | 52    | 0                                | 10                | 79                 | 4                         | 0                                   | 27    | 0                                | 4              | 350               |

**SECTION F – REMARKS**

DATES OF PAYROLL PERIOD: 12/1/2019 THRU 12/15/2019

**SECTION G – CERTIFICATION:** CERTIFIED DATE: 8/11/2021 4:30 PM

CERTIFYING OFFICIAL: Jessica Cascio  
 EMAIL: jessica.cascio@emburse.com

TITLE: HR Manager  
 PHONE: 647-292-1725

EEO-1 REPORT CONTACT PERSON: Ania Budziak  
 EMAIL: ania.budziak@emburse.com

TITLE: HR Manager  
 PHONE: 647-292-1725

COMPID = GV06397  
 UNITID = GV06397

**EQUAL EMPLOYMENT OPPORTUNITY**  
**2020 EMPLOYER INFORMATION REPORT EEO-1**  
 Single Establishment Report

**SECTION B – COMPANY IDENTIFICATION**

1. CHROME RIVER TECHNOLOGIES INC.  
 5757 WILSHIRE BOULEVARD  
 SUITE 270  
 LOS ANGELES, CA 90036

2.a. CHROME RIVER TECHNOLOGIES INC.  
 5757 WILSHIRE BOULEVARD  
 SUITE 270  
 LOS ANGELES, CA 90036  
 c. EIN= 383752006

**SECTION C – TEST FOR FILING REQUIREMENT**

1-Y 2-Y 3-Y DUNS=801930855

**SECTION E – ESTABLISHMENT INFORMATION**

NAICS: 541511 - Custom Computer Programming Services

**SECTION D – EMPLOYMENT DATA**

| JOB CATEGORIES             | Hispanic or Latino |        | Non-Hispanic or Latino |                           |                                     |       |                                  |                   |                    |                           |                                     |       |                                  | Overall Totals |                   |
|----------------------------|--------------------|--------|------------------------|---------------------------|-------------------------------------|-------|----------------------------------|-------------------|--------------------|---------------------------|-------------------------------------|-------|----------------------------------|----------------|-------------------|
|                            | Male               | Female | ***** Male *****       |                           |                                     |       |                                  |                   | ***** Female ***** |                           |                                     |       |                                  |                |                   |
|                            |                    |        | White                  | Black or African American | Native Hawaiian Or Pacific Islander | Asian | American Indian or Alaska Native | Two or More Races | White              | Black or African American | Native Hawaiian Or Pacific Islander | Asian | American Indian or Alaska Native |                | Two or More Races |
| Exec/Sr. Officials & Mgrs  |                    |        | 7                      |                           |                                     | 2     |                                  |                   | 1                  |                           |                                     |       |                                  |                | 10                |
| First/Mid Officials & Mgrs | 6                  |        | 17                     | 1                         |                                     | 4     |                                  | 1                 | 19                 | 1                         |                                     | 6     |                                  |                | 55                |
| Professionals              | 15                 | 2      | 42                     | 3                         | 1                                   | 24    |                                  | 7                 | 42                 | 2                         |                                     | 12    |                                  | 3              | 153               |
| Technicians                |                    |        |                        |                           |                                     |       |                                  |                   |                    |                           |                                     |       |                                  |                | 0                 |
| Sales Workers              | 1                  | 1      | 17                     |                           |                                     | 2     |                                  |                   | 10                 |                           |                                     |       |                                  |                | 31                |
| Administrative Support     |                    | 1      | 1                      |                           |                                     |       |                                  | 2                 | 3                  |                           |                                     | 1     |                                  |                | 8                 |
| Craft Workers              |                    |        |                        |                           |                                     |       |                                  |                   |                    |                           |                                     |       |                                  |                | 0                 |
| Operatives                 |                    |        |                        |                           |                                     |       |                                  |                   |                    |                           |                                     |       |                                  |                | 0                 |
| Laborers & Helpers         |                    |        |                        |                           |                                     |       |                                  |                   |                    |                           |                                     |       |                                  |                | 0                 |
| Service Workers            |                    |        |                        |                           |                                     |       |                                  |                   |                    |                           |                                     |       |                                  |                | 0                 |
| Total                      | 22                 | 4      | 84                     | 4                         | 1                                   | 32    | 0                                | 10                | 75                 | 3                         | 0                                   | 19    | 0                                | 3              | 257               |
| Previous Year Total        | 35                 | 9      | 127                    | 12                        | 1                                   | 52    | 0                                | 7                 | 98                 | 5                         | 0                                   | 28    | 0                                | 4              | 378               |

**SECTION F – REMARKS**

DATES OF PAYROLL PERIOD: 12/1/2020 THRU 12/15/2020

**SECTION G – CERTIFICATION:** CERTIFIED DATE: 8/11/2021 4:39 PM

CERTIFYING OFFICIAL: Ania Budziak  
 EMAIL: ania.budziak@emburse.com  
 EEO-1 REPORT CONTACT PERSON: Ania Budziak  
 EMAIL: ania.budziak@emburse.com

TITLE: HR Manager  
 PHONE: 647-494-9032  
 TITLE: HR Manager  
 PHONE: 647-494-9032

**Exhibit F**  
**Federal Funds Certifications**

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**FEDERAL CERTIFICATIONS**

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if thenon-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when 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.

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## APPENDIX II TO 2 CFR PART 200

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Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(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)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(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.

Does offeror agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(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.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(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.**

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(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.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(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)**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(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 Executive Office of the President Office of Management and Budget (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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(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.**

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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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.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**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).

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**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.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

---

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

---

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Chrome River Technologies, Inc., part of the Emburse Group, for itself and on behalf of its Affiliates ("Emburse")

Address, City, State, and Zip Code: 5757 Wilshire Boulevard, Suite 204 Los Angeles, CA 90036

Phone Number: 1-888-781-0088 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative:

Matt Gahr, Chief Revenue Officer

Email Address:

Matt.gahr@emburse.com

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

9/8/2021



## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce..

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

**1. REMEDIES**

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**2. TERMINATION FOR CAUSE AND CONVENIENCE**

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
  - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:



Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. DAVIS-BACON ACT**

- a. Standard.** 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:

- i. 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.
- ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.
- iii. 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”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

**5. COPELAND ANTI-KICKBACK ACT**

- a. Standard. Recipient and subrecipient contracts must 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”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

**6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT**

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These

requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **9. DEBARMENT AND SUSPENSION**

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
  - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

- iii. Specifically, a covered transaction includes the following contracts for goods or services:
  - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - 2. The contract requires the approval of FEMA, regardless of amount.
  - 3. The contract is for federally-required auditservices.
  - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of\$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

#### Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **10. BYRD ANTI-LOBBYING AMENDMENT**

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Charger Acquisition Co., Inc. d/b/a Emburse or its Affiliates (collectively "Emburse")

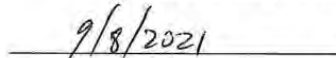
\_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Matt Gahr, Chief Revenue Officer

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official



\_\_\_\_\_  
Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
  - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **13. CHANGES**

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

### **14. DHS SEAL, LOGO, AND FLAGS**

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: Chrome River Technologies, Inc., part of the Emburse Group, for itself and on behalf of its Affiliates ("Emburse")

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Address, City, State, and Zip Code:  
5757 Wilshire Boulevard, Suite 204 Los Angeles, CA 90036

Phone Number: 1-888-781-0088

Printed Name and Title of Authorized Representative:

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Matt Gahr, Chief Revenue Officer

Email Address: matt.gahr@emburse.com

Signature of Authorized Representative



Date:

9/8/2021



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2021-800639

Date Filed:  
 09/10/2021

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Chrome River Technologies, Inc., part of the Emburse Group, for itself and on behalf of its Affiliat  
 Los Angeles, CA United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Region 4 Education Service Center

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 22-01  
 SaaS Expense Management

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
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**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



# SERVICE LEVEL FOR EMBURSE SERVICES

**Effective Date: June 3, 2020**

This Service Level for Emburse Services sets forth the System Availability Service Level ("SLA") for the applicable Emburse Services ordered by Customer under the Agreement and identified below as included. Capitalized but undefined terms used herein shall have the meaning set forth in the Agreement.

## 1. Definitions

**"Excluded Downtime"** means Excused Downtime and Scheduled Downtime.

**"Excused Downtime"** means that the Service is unavailable due to unscheduled downtime required to provide critical updates to the Service or due to factors beyond Emburse's reasonable control.

**"Scheduled Downtime"** means the total amount of time that the Service is not available to Authorized Users due to scheduled maintenance or updates to the Service performed by Emburse. Scheduled Downtime will not exceed 7 hours per month. Emburse will provide at least 72 hours notice of Scheduled Downtime.

**"Service Credit"** means the total dollar credit, calculated as set forth below, that Customer may claim in the event of a Service to meet the Service Availability SLA.

**"Total Minutes in the Month"** means the total number of minutes measured 24 hours at 7 days per week during a calendar month.

**"Unavailability"** means that the Service is either not accessible by Customer or not operating with full functionality such that an Authorized User is not able to complete a transaction using the Service.

## 2. Service Availability SLA and Credit

Emburse warrants that the Service will have an average Service Availability of 99% on a monthly basis. "Service Availability" is calculated as follows:

$$\text{Service Availability} = \frac{(\text{Total Minutes in a Month} - \text{Excluded Downtime}) - \text{Downtime}}{\text{Total Minutes in the Month} - \text{Excluded Downtime}} * 100$$

- a. In the event that the Service fails to meet the Service Availability above in a single month, Customer's sole and exclusive remedy shall be:
  - (i) For Service availability less than 99.5% but greater than 99% a prorated credit of the monthly portion of the Subscription Fees for the month in which the failure occurred;
  - (ii) For Service availability less than 99% but greater than 98.5%, a credit of 10% of the monthly portion of the Subscription Fees for the month in which the failure occurred;
  - (iii) For Service availability less than 98.5% but greater than 98%, a credit of 20% of the monthly portion of the Subscription Fees for the month in which the failure occurred; and
  - (iv) For Service availability less than 98% but greater than 97%, 30% of the monthly portion of the Subscription Fees for the month in which the failure occurred.
- b. For failure in 3 or more consecutive months, or a single failure where Service Availability is below 90%, Customer shall have, in addition to (a) above, the right to terminate the Service and receive a prorata refund of the prepaid unused fees as of the date of the termination.

## 3. Credit Request

Customer may claim the credit amount described above, which credit Customer may apply to a future invoice relating to the Service that did not meet the System Availability SLA. Claims under this SLA must be made in

good faith and by a submitted support case within thirty (30) days after the end of the relevant Month in which the Service did not meet the SLA.

#### **4. Applicability**

As of the Effective Date, the SLA applies to the following services: ChromeRiver, Certify, Abacus, and Nexonia.

# SUPPORT FOR EMBURSE SERVICES

**Effective Date: June 3, 2020**

This Support Guide is part of the Agreement for the Emburse Services identified below. Capitalized but undefined terms used herein shall have the meaning set forth in the Agreement.

1. **SCOPE OF SUPPORT SERVICES.** During the Term for the applicable Services, Emburse will provide Customer with the following standard customer support services:
  - 1.1. **Technical Support.** Customer will designate up to three (3) individuals to act as designated support contacts for the Service (“Support Contacts”). Emburse will provide Customer’s designated representative(s) with telephone support and access to a technical support web site for the Service to access an online knowledge base, frequently asked questions, online training services and to submit service requests.
  - 1.2. **Incident Response Levels.** Emburse responses to submitted support cases identified with “Report Issue” will be as set forth below. Emburse reserves the right to: (a) assign and re-assign the priority of an incident to render it consistent with these definitions, and (b) re-assign the case type after assessment if the request is determined to be an enhancement or functionality request.

| Priority | Description   | Scope of Impact                                     | Time to First Response | Availability <sup>1</sup> |
|----------|---|---|------------------------|---------------------------|
| Urgent   | An incident should be categorized as Urgent if the Services are substantially inoperable and a mutually agreed upon workaround has not been implemented in such a way that the issue has been mitigated, including data or security issues.     | Majority of users within a country or business unit | 2 hours                | 24 x 7 (English only)     |
| High     | An incident should be categorized as High if a critical product feature stops working, preventing transactions from being imported, created, submitted, approved, processed or extracted or a substantial persistent performance problem exists |   | 6 hours                | 8 x 5 <sup>2</sup>        |
| Normal   | An incident should be categorized as Normal if a product feature is not working or an intermittent system performance issue or bug exists.  | One or more users                                   | 24 hours <sup>1</sup>  | 8 x 5 <sup>2</sup>        |
| Low      | An incident should be categorized as Low if it is a system performance issue affecting a single user, a cosmetic product or documentation error exists which does not impact user operation   |   | 48 hours <sup>1</sup>  | 8 x 5 <sup>2</sup>        |

<sup>1</sup> excludes holidays observed by Emburse

<sup>2</sup> excludes weekends

## 2. Applicability

As of the Effective Date, the SLA applies to the following services: ChromeRiver, Certify, Abacus, SpringAhead, Tallie, and Nexonia.