



MASTER SERVICES AGREEMENT #2022-004
Contract Management Solutions

THIS MASTER SERVICES AGREEMENT (“Agreement”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments (“NCTCOG”)**, a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

CobbleStone Software (“Contractor”)
428 S White Horse Pike
Lindenwold, NJ 08021

ARTICLE I
RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Contract Management Solutions** (hereinafter, “**Services**”) to governmental entities participating in the Texas SHARE program (hereinafter “**Participating Entities**”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2022-004 (hereinafter, “**RFP**”). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

ARTICLE II
SCOPE OF SERVICES

2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.

2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating

Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

2.5 NCTCOG Obligations

2.5.1 NCTCOG shall make available a contract page on its TXSHARE.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.

2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for Texas SHARE with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.

2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order and Contractor's license agreement with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2022-004.

2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.

2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III

TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on March 31, 2023 (the "**Term**"), unless earlier terminated as provided herein. This Agreement may be renewed, at NCTCOG's sole discretion, for up to four (4) additional one (1) year terms through March 31, 2027.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

**ARTICLE IV
COMPENSATION**

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its SHARE cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG
ATTN: Texas SHARE
PO Box 5888
Arlington, TX 76005-5888
Email: TexasSHARE@nctcog.org

**ARTICLE V
SERVICE FEE**

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its SHARE cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as SHARE. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the SHARE Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE Master Services Agreement. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by SHARE.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the SHARE purchasing program.

**ARTICLE VI
RELATIONSHIP BETWEEN THE PARTIES**

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

ARTICLE VII**REPRESENTATION AND WARRANTIES****7.1 Representations and Warranties.** Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII**CONFIDENTIAL INFORMATION AND OWNERSHIP**

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

- 8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications

NCTCOG may develop, and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

**ARTICLE IX
GENERAL PROVISIONS**

9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG: North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Kristen Torres
(817) 608-2366
Ktorres@nctcog.org

If to Contractor: CobbleStone Software
Attn: Legal
428 S White Horse Pike
Lindenwold, NJ 08021
866-330-0056
legal@cobblestonesoftware.com

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

9.5.1 **Workers' Compensation:** Statutory limits and employer's liability of \$100,000 for each accident or disease.

9.5.2 **Commercial General Liability:**

9.5.2.1 **Required Limits:**

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 **Commercial General Liability policy shall include:**

9.5.2.2.1 **Coverage A: Bodily injury and property damage;**

9.5.2.2.2 **Coverage B: Personal and Advertising Injury liability;**

9.5.2.2.3 **Coverage C: Medical Payments;**

9.5.2.2.4 **Products: Completed Operations;**

9.5.2.2.5 **Fire Legal Liability;**

9.5.2.3 **Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.**

9.5.3 **Business Auto Liability:** Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

9.5.4 **Professional Errors and Omissions liability:**

9.5.4.1 **Required Limits:**

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

- 2.9 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

**ARTICLE X
ADDITIONAL REQUIREMENTS**

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed,

and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions 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.

- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** 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.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of

subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 Disadvantaged Business Enterprise Program Requirements

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest.

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following

indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the "Prohibited Telecommunications and Video Surveillance Services or Equipment Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the "Discrimination Against Firearms Entities or Firearms Trade Associations Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.


10.21 Boycotting of Certain Energy Companies

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the "Boycotting of Certain Energy Companies Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

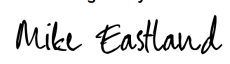
CobbleStone Software

CobbleStone Software

Sign:  e _____
Mark Nastasi - VP
Signed: Friday, April 8, 2022

Printed Name

North Central Texas Council of Governments

DocuSigned by:
 4/14/2022
A4E72C1BEF0F420...

Signature Date
Michael Eastland
Executive Director

APPENDIX A
Pricing for SHARE

For Contract Management Services, contractor shall quote participating SHARE Entities the rates and/or discount required for a custom implementation of the services specified by the RFP. Contractor's proposed rate chart for categories/available services for Document Management Solution Services are found below.

PLEASE SEE FOLLOWING PAGES FOR PRICE CHART.



Option 1: Enterprise: CobbleStone-hosted (SaaS) with 5 Named User Licenses

Item - Contract Insight Enterprise SaaS Hosted	Qty	Standard Price	Discounted Unit Price	Year 1	Year 1 NCTCOG Discounted Price (only license sales)	Year 1 w/ 2% NCTCOG Admin Fee
Licenses (Annual Hosting Subscription)						
Contract Insight Enterprise Hosted/SaaS Core License <small>Requires CobbleStone Annual Software License Agreement</small>	1	\$ 5,420.00	\$ 5,420.00	\$ 5,420.00	\$ 5,203.20	\$ 5,307.26
Contract Insight Enterprise Hosted/SaaS Named User License	5	\$ 380.00	\$ 380.00	\$ 1,900.00	\$ 1,824.00	\$ 1,860.48
Contract Management Module License	1		\$ 6,084.15	\$ 6,084.15	\$ 5,840.78	\$ 5,957.60
IntelliSign™ & Document Collaboration Module License <small>Bulk eSign/Merge License (requires IntelliSign & Document Collaboration Module) plus 50 cents per invited signature participant or merged document; invoiced monthly</small>	1		\$ 4,644.94	\$ 4,644.94	\$ 4,459.14	\$ 4,548.33
Solicitation/eSourcing Module License	1		\$ 6,084.15	\$ 6,084.15	\$ 5,840.78	\$ 5,957.60
Vendor/Client Collaboration Gateway Module License	1		\$ 4,637.78	\$ 4,637.78	\$ 4,452.27	\$ 4,541.31
Public Access Portal Module License	1		\$ 4,637.78	\$ 4,637.78	\$ 4,452.27	\$ 4,541.31
Purchase Order/Spend Management Module License <small>Online Punchout Integration Connection License (requires Purchase Order/Spend Management Module) [#] Punchout integration connections; Requires business account with Punchout provider(s)</small>	1		\$ 2,615.00	\$ 2,615.00	\$ 2,510.40	\$ 2,560.61
Database Integration Manager Module License(s)	1		\$ 4,644.94	\$ 4,644.94	\$ 4,459.14	\$ 4,548.33
Third-Party eSign Connection Manager Module License <small>*Requires license purchased from third-party eSign provider</small>	1		no charge	no charge	no charge	no charge
Onsite Backup Manager Module License	1		\$ 2,426.21	\$ 2,426.21	\$ 2,329.16	\$ 2,375.74
Dun & Bradstreet Company Integration Connection Manager Module License <small>*Primary Company Profile data on-demand or scheduled integration *Requires license purchased from D&B</small>	1		\$ 3,882.11	\$ 3,882.11	\$ 3,726.83	\$ 3,801.36
OFAC Company/Employee Integration Connection Manager Module License <small>*Primary Company or Employee Profile data scheduled service Up to 1000 vendors/employee records per year then \$4 per record (coverage invoiced monthly)</small>	1		\$ 5,250.00	\$ 5,250.00	\$ 5,040.00	\$ 5,140.80
SaaS Single Sign-on Annual License (SAML 2.0 Compliant w/ WS Federation) for 1 Production System:	1		no charge	no charge	no charge	no charge
Optional Solution DEV/STAGE/TEST Environment Add-ons (Annual Hosting Subscription)						\$ -
Each Additional Add-on SaaS DEV/STAGE/TEST Environment @ 50% of Licensing (50% SLA, No Backups)	1			\$ 29,841.92	\$ 28,648.24	\$ 29,221.20
Annual Standard Support/Maintenance	1		included	included	Included	Included
One-Time Deployment	1		\$ 14,973.77	\$ 14,973.77	\$ 14,973.77	\$ 15,273.25
Optional Annual Services					\$ -	\$ -
Annual Application Compiled/Executable Code Escrow	1		\$ 2,400.00	\$ 2,400.00	\$ 2,304.00	\$ 2,350.08
SaaS Instance Service Up-Time Dashboard Annual Service	1		\$ 1,200.00	\$ 1,200.00	\$ 1,152.00	\$ 1,175.04
Optional Private Cloud SaaS Hosting Annual Services (1 production environment) Hardware/VM, Server Software, Networking, Bandwidth, SSL Certificate, Security Controls	1		\$ 49,112.00	\$ 49,112.00	\$ 47,147.52	\$ 48,090.47
Optional Professional Services - Estimate pending final review of requirements						
<small>Services not included with pricing above. Please see Services Pricing NCTCOG discount available for license sales only. Services are not discounted.</small>						

*Pricing offer is valid for 30 days; all travel, lodging (if required), taxes and VAT (if applicable) are invoiced to client with no markup. For international travel (outside of USA, travel days will be invoiced to client at \$2,800 per day). Subject to annual contract. Concurrent user licenses or Leveled user license options available (pricing available upon request). Full features can be found at: <https://www.cobblestonesoftware.com/solutions/compare-contract-management-software-editions>



Option 2: Enterprise: CobbleStone-hosted (SaaS) with 10 Named User Licenses

Item - Contract Insight Enterprise SaaS Hosted	Qty	Standard Price	Discounted Unit Price	Year 1	Year 1 NCTCOG Discounted Price (only license sales)	Year 1 w/ 2% NCTCOG Admin Fee
Licenses (Annual Hosting Subscription)						
Contract Insight Enterprise Hosted/SaaS Core License <small>Requires CobbleStone Annual Software License Agreement</small>	1	\$ 5,420.00	\$ 5,420.00	\$ 5,420.00	\$ 5,203.20	\$ 5,307.26
Contract Insight Enterprise Hosted/SaaS Named User License	10	\$ 380.00	\$ 376.00	\$ 3,760.00	\$ 3,609.60	\$ 3,681.79
Contract Management Module License	1		\$ 6,735.15	\$ 6,735.15	\$ 6,465.74	\$ 6,595.06
IntelliSign™ & Document Collaboration Module License	1		\$ 5,054.14	\$ 5,054.14	\$ 4,851.97	\$ 4,949.01
Bulk eSign/Merge License (requires IntelliSign & Document Collaboration Module) <small>plus 50 cents per invited signature participant or merged document; invoiced monthly</small>	1		\$ 5,350.69	\$ 5,350.69	\$ 5,136.66	\$ 5,239.40
Solicitation/eSourcing Module License	1		\$ 6,735.15	\$ 6,735.15	\$ 6,465.74	\$ 6,595.06
Vendor/Client Collaboration Gateway Module License	1		\$ 5,195.78	\$ 5,195.78	\$ 4,987.95	\$ 5,087.71
Public Access Portal Module License	1		\$ 5,195.78	\$ 5,195.78	\$ 4,987.95	\$ 5,087.71
Purchase Order/Spend Management Module License	1		\$ 2,887.28	\$ 2,887.28	\$ 2,771.79	\$ 2,827.22
Online Punchout Integration Connection License <small>(requires Purchase Order/Spend Management Module)</small>						
[#] Punchout integration connections; Requires business account with Punchout provider(s)	1		\$ 3,266.00	\$ 3,266.00	\$ 3,135.36	\$ 3,198.07
Database Integration Manager Module License(s)	1		\$ 5,054.14	\$ 5,054.14	\$ 4,851.97	\$ 4,949.01
Third-Party eSign Connection Manager Module License <small>*Requires license purchased from third-party eSign provider</small>	1		no charge	no charge	no charge	no charge
Onsite Backup Manager Module License	1		\$ 2,612.21	\$ 2,612.21	\$ 2,507.72	\$ 2,557.88
Dun & Bradstreet Company Integration Connection Manager Module License <small>*Primary Company Profile data on-demand or scheduled integration</small>						
*Requires license purchased from D&B	1		\$ 4,347.11	\$ 4,347.11	\$ 4,173.23	\$ 4,256.69
OFAC Company/Employee Integration Connection Manager Module License <small>*Primary Company or Employee Profile data scheduled service</small>						
Up to 1000 vendors/employee records per year then \$4 per record (average invoiced monthly)	1		\$ 5,250.00	\$ 5,250.00	\$ 5,040.00	\$ 5,140.80
SaaS Single Sign-on Annual License (SAML 2.0 Compliant w/ WS Federation) for 1 Production System:	1		no charge	no charge	no charge	no charge
Optional Solution DEV/STAGE/TEST Environment Add-ons (Annual Hosting Subscription)						\$ -
Each Additional Add-on SaaS DEV/STAGE/TEST Environment @ 50% of Licensing (50% SLA, No Backups)	1			\$ 33,431.72	\$ 32,094.45	\$ 32,736.34
Annual Standard Support/Maintenance	1		included	included	Included	Included
One-Time Deployment	1		\$ 16,050.71	\$ 16,050.71	\$ 16,050.71	\$ 16,371.73
Optional Annual Services					\$ -	\$ -
Annual Application Compiled/Executable Code Escrow	1		\$ 2,400.00	\$ 2,400.00	\$ 2,304.00	\$ 2,350.08
SaaS Instance Service Up-Time Dashboard Annual Service	1		\$ 1,200.00	\$ 1,200.00	\$ 1,152.00	\$ 1,175.04
Optional Private Cloud SaaS Hosting Annual Services (1 production environment) Hardware/VM, Server Software, Networking, Bandwidth, SSL Certificate, Security Controls	1		\$ 49,112.00	\$ 49,112.00	\$ 47,147.52	\$ 48,090.47
Optional Professional Services - Estimate pending final review of requirements <small>Services not included with pricing above. Please see Services Pricing NCTCOG discount available for license sales only. Services are not discounted.</small>						

*Pricing offer is valid for 30 days; all travel, lodging (if required), taxes and VAT (if applicable) are invoiced to client with no markup. For international travel (outside of USA, travel days will be invoiced to client at \$2,800 per day). Subject to annual contract. Concurrent user licenses or Leveled user license options available (pricing available upon request). Full features can be found at: <https://www.cobblestonesoftware.com/solutions/compare-contract-management-software-editions>



Option 3: Enterprise: CobbleStone-hosted (SaaS) with 25 Named User Licenses

Item - Contract Insight Enterprise SaaS Hosted	Qty	Standard Price	Discounted Unit Price	Year 1	Year 1 NCTCOG Discounted Price (only license sales)	Year 1 w/ 2% NCTCOG Admin Fee
Licenses (Annual Hosting Subscription)						
Contract Insight Enterprise Hosted/SaaS Core License <small>Requires CobbleStone Annual Software License Agreement</small>	1	\$ 5,420.00	\$ 5,420.00	\$ 5,420.00	\$ 5,203.20	\$ 5,307.26
Contract Insight Enterprise Hosted/SaaS Named User License	25	\$ 380.00	\$ 372.00	\$ 9,300.00	\$ 8,928.00	\$ 9,106.56
Contract Management Module License	1		\$ 8,674.15	\$ 8,674.15	\$ 8,327.18	\$ 8,493.73
IntelliSign SM & Document Collaboration Module License	1		\$ 6,272.94	\$ 6,272.94	\$ 6,022.02	\$ 6,142.46
Bulk eSign/Merge License (requires IntelliSign & Document Collaboration Module) <small>plus 50 cents per invited signature participant or merged document; invoiced monthly</small>	1		\$ 6,846.49	\$ 6,846.49	\$ 6,572.63	\$ 6,704.08
Solicitation/eSourcing Module License	1		\$ 8,674.15	\$ 8,674.15	\$ 8,327.18	\$ 8,493.73
Vendor/Client Collaboration Gateway Module License	1		\$ 6,857.78	\$ 6,857.78	\$ 6,583.47	\$ 6,715.14
Public Access Portal Module License	1		\$ 6,857.78	\$ 6,857.78	\$ 6,583.47	\$ 6,715.14
Purchase Order/Spend Management Module License	1		\$ 3,718.28	\$ 3,718.28	\$ 3,569.55	\$ 3,640.94
Online Punchout Integration Connection License <small>(requires Purchase Order/Spend Management Module) [#] Punchout integration connections; Requires business account with Punchout provider(s)</small>	1		\$ 5,205.00	\$ 5,205.00	\$ 4,996.80	\$ 5,096.74
Database Integration Manager Module License(s)	1		\$ 6,272.94	\$ 6,272.94	\$ 6,022.02	\$ 6,142.46
Third-Party eSign Connection Manager Module License <small>*Requires license purchased from third-party eSign provider</small>	1		no charge	no charge	no charge	no charge
Onsite Backup Manager Module License	1		\$ 3,166.21	\$ 3,166.21	\$ 3,039.56	\$ 3,100.35
Dun & Bradstreet Company Integration Connection Manager Module License <small>*Primary Company Profile data on-demand or scheduled integration *Requires license purchased from D&B</small>	1		\$ 5,732.11	\$ 5,732.11	\$ 5,502.83	\$ 5,612.88
OFAC Company/Employee Integration Connection Manager Module License <small>*Primary Company or Employee Profile data scheduled service Up to 1000 vendors/employee records per year then \$4 per record (average invoiced monthly)</small>	1		\$ 5,250.00	\$ 5,250.00	\$ 5,040.00	\$ 5,140.80
SaaS Single Sign-on Annual License (SAML 2.0 Compliant w/ WS Federation) for 1 Production System:	1		no charge	no charge	no charge	no charge
Optional Solution DEV/STAGE/TEST Environment Add-ons (Annual Hosting Subscription)						\$ -
Each Additional Add-on SaaS DEV/STAGE/TEST Environment @ 50% of Licensing (50% SLA, No Backups)	1			\$ 44,123.92	\$ 42,358.96	\$ 43,206.14
Annual Standard Support/Maintenance	1		included	included	Included	Included
One-Time Deployment	1		\$ 19,258.37	\$ 19,258.37	\$ 19,258.37	\$ 19,643.54
Optional Annual Services					\$ -	\$ -
Annual Application Compiled/Executable Code Escrow	1		\$ 2,400.00	\$ 2,400.00	\$ 2,304.00	\$ 2,350.08
SaaS Instance Service Up-Time Dashboard Annual Service	1		\$ 1,200.00	\$ 1,200.00	\$ 1,152.00	\$ 1,175.04
Optional Private Cloud SaaS Hosting Annual Services (1 production environment) Hardware/VM, Server Software, Networking, Bandwidth, SSL Certificate, Security Controls	1		\$ 49,112.00	\$ 49,112.00	\$ 47,147.52	\$ 48,090.47
Optional Professional Services - Estimate pending final review of requirements <small>Services not included with pricing above. Please see Services Pricing NCTCOG discount available for license sales only. Services are not discounted.</small>						

*Pricing offer is valid for 30 days; all travel, lodging (if required), taxes and VAT (if applicable) are invoiced to client with no markup. For international travel (outside of USA, travel days will be invoiced to client at \$2,800 per day). Subject to annual contract. Concurrent user licenses or Leveled user license options available (pricing available upon request). Full features can be found at: <https://www.cobblestonesoftware.com/solutions/compare-contract-management-software-editions>



Option 4: Enterprise: Enterprise: CobbleStone-hosted (SaaS) with 50 Named User Licenses

Item - Contract Insight Enterprise SaaS Hosted	Qty	Standard Price	Discounted Unit Price	Year 1	Year 1 NCTCOG Discounted Price (only license sales)	Year 1 w/ 2% NCTCOG Admin Fee
Licenses (Annual Hosting Subscription)						
Contract Insight Enterprise Hosted/SaaS Core License <small>Requires CobbleStone Annual Software License Agreement</small>	1	\$ 5,420.00	\$ 5,420.00	\$ 5,420.00	\$ 5,203.20	\$ 5,307.26
Contract Insight Enterprise Hosted/SaaS Named User License	50	\$ 380.00	\$ 369.00	\$ 18,450.00	\$ 17,712.00	\$ 18,066.24
Contract Management Module License	1		\$ 11,876.65	\$ 11,876.65	\$ 11,401.58	\$ 11,629.62
IntelliSign™ & Document Collaboration Module License	1		\$ 8,285.94	\$ 8,285.94	\$ 7,954.50	\$ 8,113.59
Bulk eSign/Merge License (requires IntelliSign & Document Collaboration Module) <small>plus 50 cents per invited signature participant or merged document; invoiced monthly</small>	1		\$ 9,316.99	\$ 9,316.99	\$ 8,944.31	\$ 9,123.20
Solicitation/eSourcing Module License	1		\$ 11,876.65	\$ 11,876.65	\$ 11,401.58	\$ 11,629.62
Vendor/Client Collaboration Gateway Module License	1		\$ 9,602.78	\$ 9,602.78	\$ 9,218.67	\$ 9,403.04
Public Access Portal Module License	1		\$ 9,602.78	\$ 9,602.78	\$ 9,218.67	\$ 9,403.04
Purchase Order/Spend Management Module License	1		\$ 5,090.78	\$ 5,090.78	\$ 4,887.15	\$ 4,984.89
Online Punchout Integration Connection License <small>(requires Purchase Order/Spend Management Module)</small> [#] Punchout integration connections; Requires business account with Punchout provider(s)	1		\$ 8,407.50	\$ 8,407.50	\$ 8,071.20	\$ 8,232.62
Database Integration Manager Module License(s)	1		\$ 8,285.94	\$ 8,285.94	\$ 7,954.50	\$ 8,113.59
Third-Party eSign Connection Manager Module License <small>*Requires license purchased from third-party eSign provider</small>	1		no charge	no charge	no charge	no charge
Onsite Backup Manager Module License	1		\$ 4,081.21	\$ 4,081.21	\$ 3,917.96	\$ 3,996.32
Dun & Bradstreet Company Integration Connection Manager Module License <small>*Primary Company Profile data on-demand or scheduled integration</small> <small>*Requires license purchased from D&B</small>	1		\$ 8,019.61	\$ 8,019.61	\$ 7,698.83	\$ 7,852.80
OFAC Company/Employee Integration Connection Manager Module License <small>*Primary Company or Employee Profile data scheduled service</small> <small>Up to 1000 vendors/employee records per year then \$4 per record (average invoiced monthly)</small>	1		\$ 5,250.00	\$ 5,250.00	\$ 5,040.00	\$ 5,140.80
SaaS Single Sign-on Annual License (SAML 2.0 Compliant w/ WS Federation) for 1 Production System:	1		no charge	no charge	no charge	no charge
Optional Solution DEV/STAGE/TEST Environment Add-ons (Annual Hosting Subscription)						
Each Additional Add-on SaaS DEV/STAGE/TEST Environment @ 50% of Licensing (50% SLA, No Backups)	1			\$ 61,783.42	\$ 59,312.08	\$ 60,498.32
Annual Standard Support/Maintenance	1		included	included	Included	Included
One-Time Deployment	1		\$ 24,556.22	\$ 24,556.22	\$ 24,556.22	\$ 25,047.35
Optional Annual Services						
Annual Application Compiled/Executable Code Escrow	1		\$ 2,400.00	\$ 2,400.00	\$ 2,304.00	\$ 2,350.08
SaaS Instance Service Up-Time Dashboard Annual Service	1		\$ 1,200.00	\$ 1,200.00	\$ 1,152.00	\$ 1,175.04
Optional Private Cloud SaaS Hosting Annual Services (1 production environment) Hardware/VM, Server Software, Networking, Bandwidth, SSL Certificate, Security Controls	1		\$ 49,112.00	\$ 49,112.00	\$ 47,147.52	\$ 48,090.47
Optional Professional Services - Estimate pending final review of requirements						
<small>Services not included with pricing above. Please see Services Pricing. NCTCOG discount available for license sales only. Services are not discounted.</small>						

*Pricing offer is valid for 30 days; all travel, lodging (if required), taxes and VAT (if applicable) are invoiced to client with no markup. For international travel (outside of USA, travel days will be invoiced to client at \$2,800 per day). Subject to annual contract. Concurrent user licenses or Leveled user license options available (pricing available upon request). Full features can be found at: <https://www.cobblestonesoftware.com/solutions/compare-contract-management-software-editions>



Option 5: Enterprise: Enterprise: CobbleStone-hosted (SaaS) with 100 Named User Licenses

Item - Contract Insight Enterprise SaaS Hosted	Qty	Standard Price	Discounted Unit Price	Year 1	Year 1 NCTCOG Discounted Price (only license sales)	Year 1 w/ 2% NCTCOG Admin Fee
Licenses (Annual Hosting Subscription)						
Contract Insight Enterprise Hosted/SaaS Core License <small>Requires CobbleStone Annual Software License Agreement</small>	1	\$ 5,420.00	\$ 5,420.00	\$ 5,420.00	\$ 5,203.20	\$ 5,307.26
Contract Insight Enterprise Hosted/SaaS Named User License	100	\$ 380.00	\$ 357.00	\$ 35,700.00	\$ 34,272.00	\$ 34,957.44
Contract Management Module License	1		\$ 17,914.15	\$ 17,914.15	\$ 17,197.58	\$ 17,541.54
IntelliSign™ & Document Collaboration Module License	1		\$ 12,080.94	\$ 12,080.94	\$ 11,597.70	\$ 11,829.66
Bulk eSign/Merge License (requires IntelliSign & Document Collaboration Module) <small>plus 50 cents per invited signature participant or merged document; Invoiced monthly</small>	1		\$ 13,974.49	\$ 13,974.49	\$ 13,415.51	\$ 13,683.82
Solicitation/eSourcing Module License	1		\$ 17,914.15	\$ 17,914.15	\$ 17,197.58	\$ 17,541.54
Vendor/Client Collaboration Gateway Module License	1		\$ 14,777.78	\$ 14,777.78	\$ 14,186.67	\$ 14,470.40
Public Access Portal Module License	1		\$ 14,777.78	\$ 14,777.78	\$ 14,186.67	\$ 14,470.40
Purchase Order/Spend Management Module License	1		\$ 7,678.28	\$ 7,678.28	\$ 7,371.15	\$ 7,518.57
Online Punchout Integration Connection License <small>(requires Purchase Order/Spend Management Module)</small>						
[#] Punchout integration connections; Requires business account with Punchout provider(s)	1		\$ 14,445.00	\$ 14,445.00	\$ 13,867.20	\$ 14,144.54
Database Integration Manager Module License(s)	1		\$ 12,080.94	\$ 12,080.94	\$ 11,597.70	\$ 11,829.66
Third-Party eSign Connection Manager Module License <small>*Requires license purchased from third-party eSign provider</small>	1		no charge	no charge	no charge	no charge
Onsite Backup Manager Module License	1		\$ 5,806.21	\$ 5,806.21	\$ 5,573.96	\$ 5,685.44
Dun & Bradstreet Company Integration Connection Manager Module License <small>*Primary Company Profile data on-demand or scheduled integration</small>						
*Requires license purchased from D&B	1		\$ 12,332.11	\$ 12,332.11	\$ 11,838.83	\$ 12,075.60
OFAC Company/Employee Integration Connection Manager Module License <small>*Primary Company or Employee Profile data scheduled service</small>						
Up to 1000 vendors/employee records per year then \$4 per record (average invoiced monthly)	1		\$ 5,250.00	\$ 5,250.00	\$ 5,040.00	\$ 5,140.80
SaaS Single Sign-on Annual License (SAML 2.0 Compliant w/ WS Federation) for 1 Production System:	1		no charge	no charge	no charge	no charge
Optional Solution DEV/STAGE/TEST Environment Add-ons (Annual Hosting Subscription)						
Each Additional Add-on SaaS DEV/STAGE/TEST Environment @ 50% of Licensing (50% SLA, No Backups)	1			\$ 95,075.92	\$ 91,272.88	\$ 93,098.34
Annual Standard Support/Maintenance	1		included	included	Included	Included
One-Time Deployment	1		\$ 34,543.97	\$ 34,543.97	\$ 34,543.97	\$ 35,234.85
Optional Annual Services						
Annual Application Compiled/Executable Code Escrow	1		\$ 2,400.00	\$ 2,400.00	\$ 2,304.00	\$ 2,350.08
SaaS Instance Service Up-Time Dashboard Annual Service	1		\$ 1,200.00	\$ 1,200.00	\$ 1,152.00	\$ 1,175.04
Optional Private Cloud SaaS Hosting Annual Services (1 production environment) Hardware/VM, Server Software, Networking, Bandwidth, SSL Certificate, Security Controls	1		\$ 49,112.00	\$ 49,112.00	\$ 47,147.52	\$ 48,090.47
Optional Professional Services - Estimate pending final review of requirements						
Services not included with pricing above. Please see Services Pricing NCTCOG discount available for license sales only. Services are not discounted.						

*Pricing offer is valid for 30 days; all travel, lodging (if required), taxes and VAT (if applicable) are invoiced to client with no markup. For international travel (outside of USA, travel days will be invoiced to client at \$2,800 per day). Subject to annual contract. Concurrent user licenses or Leveled user license options available (pricing available upon request). Full features can be found at: <https://www.cobblestonesoftware.com/solutions/compare-contract-management-software-editions>



Option 6: Enterprise: Enterprise: CobbleStone-hosted (SaaS) with 250 Named User Licenses

Item - Contract Insight Enterprise SaaS Hosted	Qty	Standard Price	Discounted Unit Price	Year 1	Year 1 NCTCOG Discounted Price (only license sales)	Year 1 w/ 2% NCTCOG Admin Fee
Licenses (Annual Hosting Subscription)						
Contract Insight Enterprise Hosted/SaaS Core License <small>Requires CobbleStone Annual Software License Agreement</small>	1	\$ 5,420.00	\$ 5,420.00	\$ 5,420.00	\$ 5,203.20	\$ 5,307.26
Contract Insight Enterprise Hosted/SaaS Named User License	250	\$ 380.00	\$ 353.00	\$ 88,250.00	\$ 84,720.00	\$ 86,414.40
Contract Management Module License	1		\$ 36,306.65	\$ 36,306.65	\$ 34,854.38	\$ 35,551.47
IntelliSign™ & Document Collaboration Module License	1		\$ 23,641.94	\$ 23,641.94	\$ 22,696.26	\$ 23,150.19
Bulk eSign/Merge License (requires IntelliSign & Document Collaboration Module) <small>plus 50 cents per invited signature participant or merged document; Invoiced monthly</small>	1		\$ 28,162.99	\$ 28,162.99	\$ 27,036.47	\$ 27,577.20
Solicitation/eSourcing Module License	1		\$ 36,306.65	\$ 36,306.65	\$ 34,854.38	\$ 35,551.47
Vendor/Client Collaboration Gateway Module License	1		\$ 30,542.78	\$ 30,542.78	\$ 29,321.07	\$ 29,907.49
Public Access Portal Module License	1		\$ 30,542.78	\$ 30,542.78	\$ 29,321.07	\$ 29,907.49
Purchase Order/Spend Management Module License	1		\$ 15,560.78	\$ 15,560.78	\$ 14,938.35	\$ 15,237.12
Online Punchout Integration Connection License <small>(requires Purchase Order/Spend Management Module)</small>						
[#] Punchout integration connections; Requires business account with Punchout provider(s)	1		\$ 32,837.50	\$ 32,837.50	\$ 31,524.00	\$ 32,154.48
Database Integration Manager Module License(s)	1		\$ 23,641.94	\$ 23,641.94	\$ 22,696.26	\$ 23,150.19
Third-Party eSign Connection Manager Module License <small>*Requires license purchased from third-party eSign provider</small>	1		no charge	no charge	no charge	no charge
Onsite Backup Manager Module License	1		\$ 11,061.21	\$ 11,061.21	\$ 10,618.76	\$ 10,831.14
Dun & Bradstreet Company Integration Connection Manager Module License <small>*Primary Company Profile data on-demand or scheduled integration</small>						
*Requires license purchased from D&B	1		\$ 25,469.61	\$ 25,469.61	\$ 24,450.83	\$ 24,939.84
OFAC Company/Employee Integration Connection Manager Module License <small>*Primary Company or Employee Profile data scheduled service</small>						
Up to 1000 vendors/employee records per year then \$4 per record (average invoiced monthly)	1		\$ 5,250.00	\$ 5,250.00	\$ 5,040.00	\$ 5,140.80
SaaS Single Sign-on Annual License (SAML 2.0 Compliant w/ WS Federation) for 1 Production System:	1		no charge	no charge	no charge	no charge
Optional Solution DEV/STAGE/TEST Environment Add-ons (Annual Hosting Subscription)						
Each Additional Add-on SaaS DEV/STAGE/TEST Environment @ 50% of Licensing (50% SLA, No Backups)	1			\$ 196,497.42	\$ 188,637.52	\$ 192,410.27
Annual Standard Support/Maintenance	1		included	included	Included	Included
One-Time Deployment	1		\$ 64,970.42	\$ 64,970.42	\$ 64,970.42	\$ 66,269.83
Optional Annual Services						
Annual Application Compiled/Executable Code Escrow	1		\$ 2,400.00	\$ 2,400.00	\$ 2,304.00	\$ 2,350.08
SaaS Instance Service Up-Time Dashboard Annual Service	1		\$ 1,200.00	\$ 1,200.00	\$ 1,152.00	\$ 1,175.04
Optional Private Cloud SaaS Hosting Annual Services (1 production environment) Hardware/VM, Server Software, Networking, Bandwidth, SSL Certificate, Security Controls	1		\$ 49,112.00	\$ 49,112.00	\$ 47,147.52	\$ 48,090.47
Optional Professional Services - Estimate pending final review of requirements						
Services not included with pricing above. Please see Services Pricing NCTCOG discount available for license sales only. Services are not discounted.						

*Pricing offer is valid for 30 days; all travel, lodging (if required), taxes and VAT (if applicable) are invoiced to client with no markup. For international travel (outside of USA, travel days will be invoiced to client at \$2,800 per day). Subject to annual contract. Concurrent user licenses or Leveled user license options available (pricing available upon request). Full features can be found at: <https://www.cobblestonesoftware.com/solutions/compare-contract-management-software-editions>



Option 7: Enterprise: Enterprise: CobbleStone-hosted (SaaS) with 500 Named User Licenses

Item - Contract Insight Enterprise SaaS Hosted	Qty	Standard Price	Discounted Unit Price	Year 1	Year 1 NCTCOG Discounted Price (only license sales)	Year 1 w/ 2% NCTCOG Admin Fee
Licenses (Annual Hosting Subscription)						
Contract Insight Enterprise Hosted/SaaS Core License <small>Requires CobbleStone Annual Software License Agreement</small>	1	\$ 5,420.00	\$ 5,420.00	\$ 5,420.00	\$ 5,203.20	\$ 5,307.26
Contract Insight Enterprise Hosted/SaaS Named User License	500	\$ 380.00	\$ 346.00	\$ 173,000.00	\$ 166,080.00	\$ 169,401.60
Contract Management Module License	1		\$ 65,969.15	\$ 65,969.15	\$ 63,330.38	\$ 64,596.99
IntelliSign SM & Document Collaboration Module License <small>Bulk eSign/Merge License (requires IntelliSign & Document Collaboration Module) plus 50 cents per invited signature participant or merged document; invoiced monthly.</small>	1		\$ 42,286.94	\$ 42,286.94	\$ 40,595.46	\$ 41,407.37
Solicitation/eSourcing Module License	1		\$ 51,045.49	\$ 51,045.49	\$ 49,003.67	\$ 49,983.74
Vendor/Client Collaboration Gateway Module License	1		\$ 65,969.15	\$ 65,969.15	\$ 63,330.38	\$ 64,596.99
Public Access Portal Module License	1		\$ 55,967.78	\$ 55,967.78	\$ 53,729.07	\$ 54,803.65
Purchase Order/Spend Management Module License	1		\$ 55,967.78	\$ 55,967.78	\$ 53,729.07	\$ 54,803.65
Online Punchout Integration Connection License <small>(requires Purchase Order/Spend Management Module) [H] Punchout integration connections; Requires business account with Punchout provider(s)</small>	1		\$ 28,273.28	\$ 28,273.28	\$ 27,142.35	\$ 27,685.20
Database Integration Manager Module License(s)	1		\$ 62,500.00	\$ 62,500.00	\$ 60,000.00	\$ 61,200.00
Third-Party eSign Connection Manager Module License <small>*Requires license purchased from third-party eSign provider</small>	1		\$ 42,286.94	\$ 42,286.94	\$ 40,595.46	\$ 41,407.37
Onsite Backup Manager Module License	1		\$ 19,536.21	\$ 19,536.21	\$ 18,754.76	\$ 19,129.86
Dun & Bradstreet Company Integration Connection Manager Module License <small>*Primary Company Profile data on-demand or scheduled integration *Requires license purchased from D&B</small>	1		\$ 46,657.11	\$ 46,657.11	\$ 44,790.83	\$ 45,686.64
OFAC Company/Employee Integration Connection Manager Module License <small>*Primary Company or Employee Profile data scheduled service Up to 1000 vendors/employee records per year then \$4 per record (coverage invoiced monthly)</small>	1		\$ 5,250.00	\$ 5,250.00	\$ 5,040.00	\$ 5,140.80
SaaS Single Sign-on Annual License (SAML 2.0 Compliant w/ WS Federation) for 1 Production System:	1		no charge	no charge	no charge	no charge
Optional Solution DEV/STAGE/TEST Environment Add-ons (Annual Hosting Subscription)						\$ -
Each Additional Add-on SaaS DEV/STAGE/TEST Environment @ 50% of Licensing (50% SLA, No Backups)	1			\$ 360,064.92	\$ 345,662.32	\$ 352,575.56
Annual Standard Support/Maintenance	1		included	included	included	included
One-Time Deployment	1		\$ 114,040.67	\$ 114,040.67	\$ 114,040.67	\$ 116,321.49
Optional Annual Services					\$ -	\$ -
Annual Application Compiled/Executable Code Escrow	1		\$ 2,400.00	\$ 2,400.00	\$ 2,304.00	\$ 2,350.08
SaaS Instance Service Up-Time Dashboard Annual Service	1		\$ 1,200.00	\$ 1,200.00	\$ 1,152.00	\$ 1,175.04
Optional Private Cloud SaaS Hosting Annual Services (1 production environment) Hardware/VM, Server Software, Networking, Bandwidth, SSL Certificate, Security Controls	1		\$ 49,112.00	\$ 49,112.00	\$ 47,147.52	\$ 48,090.47
Optional Professional Services - Estimate pending final review of requirements <small>Services not included with pricing above. Please see Services Pricing NCTCOG discount available for license sales only. Services are not discounted.</small>						

*Pricing offer is valid for 30 days; all travel, lodging (if required), taxes and VAT (if applicable) are invoiced to client with no markup. For international travel (outside of USA, travel days will be invoiced to client at \$2,800 per day). Subject to annual contract. Concurrent user licenses or Leveled user license options available (pricing available upon request). Full features can be found at: <https://www.cobblestonesoftware.com/solutions/compare-contract-management-software-editions>



PROFESSIONAL SERVICES OPTIONS

Service	Unit Price	Unit Price w/ 2% NCTCOG Admin Fee	Unit of Measure
System Configuration Training Hours (Online up to 10 connections per session): - Remote	\$ 130.00	\$ 132.60	Per Hour
End User Training Hours (Online up to 10 connections per session): - Remote	\$ 130.00	\$ 132.60	Per Hour
System Configuration Consultation Services (Remote)	\$ 140.00	\$ 142.80	Per Hour
Document Template Configuration Services (Remote) Estimated 2 hours per template	\$ 140.00	\$ 142.80	Per Hour
Workflow Configuration - Remote Estimated 4 hours per workflow	\$ 140.00	\$ 142.80	Per Hour
Punchouts Setup Services - Remote	\$ 160.00	\$ 163.20	
Data Import - 1 Source - Remote Pricing based on records volume Assumes structured/spreadsheet format for data/field mapping Pending final CobbleStone review of data	\$ 160.00	\$ 163.20	Per Hour
Data Import - Attachment Files/Documents -1 Source - Remote Pricing based on files volume Assumes unique, logical identifier to match electronic file with metadata record Pending final CobbleStone review of data	\$ 160.00	\$ 163.20	Per Hour
User Acceptance Testing - Remote	\$ 140.00	\$ 142.80	Per Hour
Project Management - Remote	\$ 180.00	\$ 183.60	Per Hour
System Integration - Remote	\$ 160.00	\$ 163.20	Per Hour
D&B Integration Setup - Remote	\$ 160.00	\$ 163.20	Per Hour
Database Integration Manager Setup/Configuration Consultation Hours - Remote	\$ 160.00	\$ 163.20	Per Hour
Technical Configuration - Remote	\$ 150.00	\$ 153.00	Per Hour
System Marketing Services - Remote	\$ 130.00	\$ 132.60	Per Hour
Data Extraction Services - Remote	Custom pricing based on project	Custom pricing based on project	Project
SaaS Single Sign-on Setup (SAML 2.0 Compliant w/ WS Federation) for 1 Production System - Remote	\$ 1,850.00	\$ 1,887.00	Per environment
Onsite Services (travel not included and will be billed to client)	\$ 2,400.00	\$ 2,448.00	Per Day (one day minimum increments)

*Pricing does not include travel fees, sales tax, use tax, VAT, or third-party software licenses and are invoiced separately to client if applicable. Services to be estimated by CobbleStone based on review of requirements.

Data Import and Integration Services

Do you have legacy contracts to import into Contract Insight? CobbleStone offers metadata and/or file importing services to ease the transition and speed the implementation process. CobbleStone metadata importing and files/documents importing services are priced per hour. Pricing estimates can be provided after reviewing sample metadata and/or files.

Would you like to share contract, payment, or vendor/client data with another system? CobbleStone offers the ability to integrate with other existing enterprise solutions. CobbleStone data integration remote services are priced per hour and include an additional annual support cost based on the integration specifications (if CobbleStone performs integration services). Pricing estimates can be provided after reviewing data integration requirements. Contract Insight Enterprise includes Web Services API that may be leveraged for data integration by your organization's IT staff. Contact me today to learn more.

Comprehensive Training Options

APPENDIX A.1
Service Area Designation Forms

RFP 2022-004	Texas Service Area Designation or Identification		
Proposer Name:	CobbleStone Software		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire State of Texas		
	Will service the entire State of Texas	Will not service the entire State of Texas	
	X		
	If you are not proposing to service the entire State of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands- Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

NATIONWIDE SERVICE AREA DESIGNATION OR IDENTIFICATION FORM

Proposer Name:	CobbleStone Software		
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.		
	Will service all Fifty (50) States	Will not service Fifty (50) States	
	X		
	<p>If you are not proposing to service to all Fifty (50) States, then designate on the form below the States that you will provide service to. By designating a State or States, you are certifying that you are willing and able to provide the proposed goods and services in those States.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.</p>		
Item	State	Region/MSA/City	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		

21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

DEBARMENT CERTIFICATION

Mark Nastasi _____ being duly

(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

CobbleStone Systems Corp. _____, nor its principals

(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Signature of Certifying Official

VP

Title

April 14 2022

Date of Certification

Form 1734
Rev.10-91
TPFS

APPENDIX C RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: 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.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**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 any federal 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, US 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.



Signature

VP

Title

CobbleStone Systems Corp

Agency

April 14 2022

Date

AT PENDIX D

ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION


This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

Signed: Friday, April 8, 2022
 SIGNATURE OF AUTHORIZED PERSON: Mark Nastasi
 NAME OF AUTHORIZED PERSON: 
 NAME OF COMPANY: CobbleStone Systems Corp
 DATE: Signed: Friday, April 8, 2022

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

CobbleStone Software

NAME OF COMPANY:


Mark Nastasi - VP

DATE:

April 08 2022

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

CobbleStone Software

NAME OF COMPANY:

Mark Nastasi - VP

DATE:

April 08 2022

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:



Confidential User Licensing Options Guideline for Contract Insight Solutions

This document is intended to promote a baseline understanding of CobbleStone application system software solution licensing options. Note: This document is not intended as a comprehensive price quote or calculator. Comprehensive price quotes may be obtained, from CobbleStone Software, upon request.

Contract Insight Solution pricing is based on the following components:

1. Application User Licensing Pool Type
2. Application System Deployment Type
3. User Licensing Type
4. User Licensing Level
5. Application System Add-on Modules, Connectors, Gateways, Portals, and Components

The first component, Application User Licensing Pool Type, deals with your organization's decision regarding how to pool the available user licensing seats to be utilized by your organization's user community. If your organization wishes to establish and manage a single common pool of available user licensing seats to service the access needs of the organization's entire application user community without regard to user roles/levels/groups, then your organization should select CobbleStone's TRADITIONAL Pool Type. This type of user licensing pool allows all available user licensing seats to be available for use by your organization's entire user universe defined in the application system. The EXPRESS and WorkGroup Editions are offered in the TRADITIONAL Pool Type only. If your organization wishes to establish and manage distinct segregated pools of available user licensing seats by user roles/levels/groups (ADMIN, SUPER/POWER, STANDARD, READ-ONLY) to service the access needs of the organization's entire application user community, then your organization should select CobbleStone's LEVELS Pool Type. This type of user licensing pool reserves available user licensing seats by user roles/levels/groups to be available for use by your organization's user universe defined in the application system that are assigned to the specific user/role/level/group. The ENTERPRISE Edition is offered in the TRADITIONAL Pool Type and the LEVELS Pool Type. In an effort to assist your organization with making this decision, the differences between these two (2) User Licensing Pool Types are identified below:

- TRADITIONAL
 - Available for ENTERPRISE, WorkGroup and EXPRESS Editions
 - One (1) common generic pool of user license seats
 - User License Seats cannot be reserved for use by specific user role/level/group (ADMIN, SUPER/POWER, STANDARD, READ-ONLY)
 - All users are eligible to utilize any of the available user license seats defined in the pool regardless of user role/level/group affiliation
 - Prioritized use of user license seats is not supported
- LEVELS
 - Available for the ENTERPRISE Edition only
 - One (1) segregated specific pool of user license seats established and managed for each supported user role/level/group:
 - ADMIN



Confidential User Licensing Options Guideline for Contract Insight Solutions

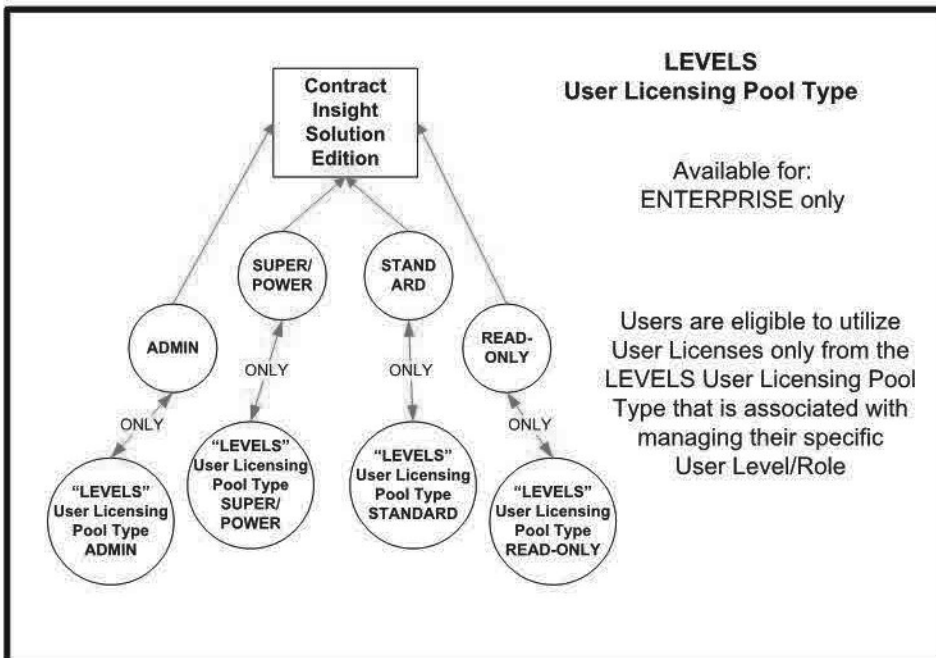
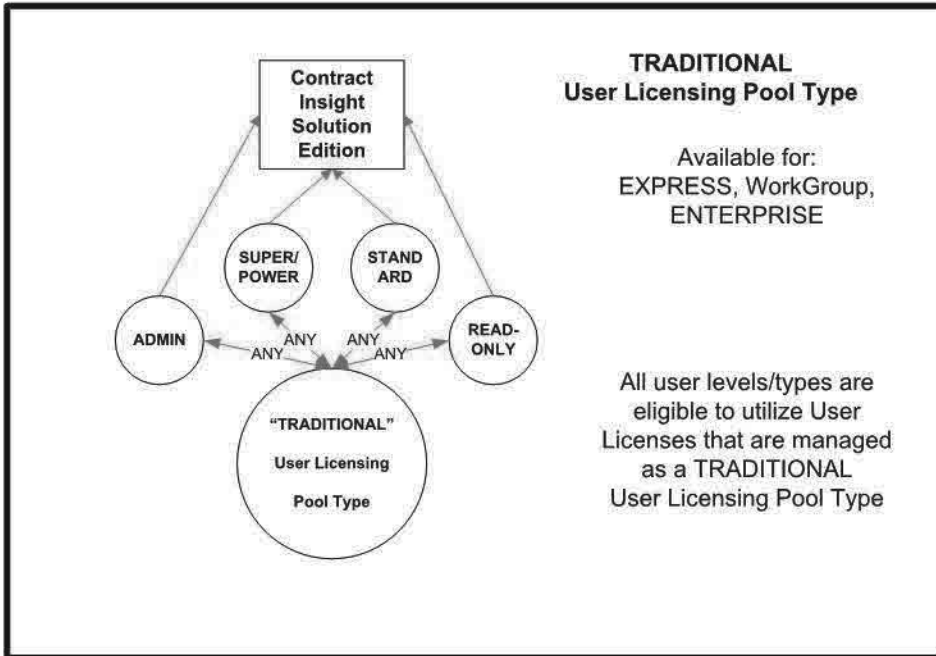
- SUPER/POWER
- STANDARD
- READ-ONLY
- User License Seats are reserved for use by specific user role/level/group (ADMIN, SUPER/POWER, STANDARD, READ-ONLY)
 - User's may only utilize available user license seats that are associated with the user role/level/group that they assigned to
- Prioritized use of user license seats is supported via assignment to a user role/level/group

Please refer to the diagram below for additional insight.



Confidential User Licensing Options Guideline for Contract Insight Solutions

Contract Insight Solution Edition - User Licensing Pool Type Options





Confidential User Licensing Options Guideline for Contract Insight Solutions

The second component, Application System Deployment Type, deals with your organization's decision regarding where the application system is to be installed and hosted. If your organization wishes to host the application system software on their hardware server(s) and/or behind their firewall(s), the Deployment Type is known as "Client Locally Deployed". If your organization prefers to have CobbleStone host the application system software, the Deployment Type is known as CobbleStone Hosted in a "Software as a Service" (SaaS) delivery environment. In an effort to assist your organization with making this decision, the differences between these two (2) Deployment Types are identified below:

- Client Locally Deployed
 - Available for ENTERPRISE and WorkGroup Editions
 - Application Software is installed and hosted on the organization's server(s) and behind the organization's firewall(s), and utilizing the organization's infrastructure and network
 - The organization bears the responsibility and expense of providing, managing, monitoring, supporting, administering and troubleshooting all associated organization servers, server software, firewalls, peripherals, networking, infrastructure and interconnectivity components.
 - Involves a one-time perpetual licensing fee for the Application Core System, Add-on Modules, Add-on Gateway Portals, Add-on Connectors, Third-Party software platform integration connectors, and Application Users.
 - Involves an annual Maintenance & Support fee for the Application Core System, Add-on Modules, Add-on Gateway Portals, Add-on Connectors, Third-Party software platform integration connectors, and Application Users.
 - Provides optional licensed Web Service API Connector accessibility to the Application System for the purpose of additional interfacing and/or integration
 - Provides "Database Direct" accessibility to the Application System for the purpose of interfacing and/or integration
 - Provides lower cost optional Active Directory Integration implementation
 - Involves higher first year implementation costs/expenses, and lower annually recurring costs/expenses

- CobbleStone "Software as a Service" (SaaS)
 - Available for ENTERPRISE and EXPRESS Editions
 - Application Software is installed and hosted on CobbleStone's Hosting Partner's servers and behind the Hosting Partner's firewall(s), and utilizing the Hosting Partner's infrastructure and network
 - CobbleStone and The Hosting Partner bears the responsibility and expense of providing, managing, monitoring, supporting, administering and troubleshooting all associated Hosting Partner servers, server software, firewalls, peripherals, networking, infrastructure and interconnectivity components.
 - Involves a recurring Annual Subscription licensing fee for the Application Core System, Add-on Modules, Add-on Gateway Portals, Add-on Connectors, Third-Party software platform integration connectors, and Application Users.



Confidential User Licensing Options Guideline for Contract Insight Solutions

- o The recurring Annual Subscription licensing fee includes the Maintenance & Support fee for the Application Core System, Add-on Modules, Add-on Gateway Portals, Add-on Connectors, Third-Party software platform integration connectors, and Application Users.
- o Provides optional licensed Web Service API Connector accessibility to the Application System; required for the purpose of interfacing and/or integration
- o Provides optional licensed Active Directory Federated Services Connector for Active Directory Integration implementation
- o Involves lower first year implementation costs/expenses, and higher annually recurring costs/expenses

The third component, User Licensing Type, deals with your organization's decision regarding Named Users versus Concurrent Users. CobbleStone Software offers organizations flexibility when making their decision on Contract Insight ENTERPRISE Edition user licenses by providing two choices, Concurrent user licenses or Named user licenses. The following are user license definitions:

Concurrent User License

CobbleStone offers Concurrent user licenses for Contract Insight Enterprise Edition and defines concurrent users as the total number of users accessing the Licensed Software within a specified Server Session time-out period. An unlimited number of named users may be defined and have access privileges (active username and password) to the system and receive email alerts and calendar notifications. NOTE: Concurrent user licenses may be purchased in any quantity above 5 concurrent user licenses (e.g. 18 licenses, 32 licenses, etc.) before initial deployment and in any quantity (e.g. 1 license, 3 licenses, etc.) after initial deployment. Concurrent User Licensing is available for the ENTERPRISE Edition only.

Named User License

CobbleStone offers Named user licenses for Contract Insight Enterprise Edition and defines named users as individuals authorized by the Application Administrator to use the system which is installed on a single server or multiple servers regardless of whether or not the individual is actively using the system at any given time. A user must be named and activated to have access privileges (active username and password). NOTE: Named user licenses may be purchased in any quantity above 5 named user licenses (e.g. 18 licenses, 32 licenses, etc.) before initial deployment and in any quantity (e.g. 1 license, 3 licenses, etc.) after initial deployment. Named User Licensing is available for the ENTERPRISE, WorkGroup, and EXPRESS Editions.

In an effort to assist your organization with making this decision, the primary distinction between Concurrent User Licenses and Named User Licenses follows:

Concurrent User Licenses are a pooled resource to be shared amongst the organization's user universe, while Named User Licenses are dedicated to a specific named individual user and cannot be shared with any other potential users without first deactivating the assigned named user.



Confidential User Licensing Options Guideline for Contract Insight Solutions

Note: User Licensing Type Ratio, deals with your organization's decision regarding the ratio of Named Users to Concurrent User Licensing. The most prominently accepted industry standard for this ratio is 2 or 3 Named Users per Concurrent User License. CobbleStone Software typically develops and provides Pricing Schedules for a ratio of 2 Named Users per Concurrent User License and 3 Named Users per Concurrent User License. This will enable your organization to select a licensing ratio which most closely reflects your organization's budget and needs based on your organization's User Demand Usage Model.

The fourth component, User Licensing Level, deals with user license roles, access, and privileges for your organization's User Universe (the "LEVELS" User Licensing Pool Type). This section applies to the ENTERPRISE Edition only. *If you have decided that your organization will be opting for the "TRADITIONAL" User Licensing Pool Type, then you can skip this particular section. If you have decided that your organization will be opting for the EXPRESS or WorkGroup Editions, then you can skip this particular section.* CobbleStone offers organizations flexibility when making their decision on Contract Insight ENTERPRISE Edition user license levels by providing four choices, ADMIN (Application Administrators) user licenses, SUPER/POWER (Power users with limited ADMIN privileges) user licenses, STANDARD (users with "CRUD" privileges on application data) user licenses, and READ-ONLY (users with Read-Only privileges) user licenses. In an effort to assist your organization with selecting appropriate licensing levels, the following Summary and Detail Permissions Cross-reference identifies a sample universe of roles, access, privileges, and restrictions associated with each Contract Insight Enterprise Edition Licensing Level.

Summary Permissions Cross-Reference:

Contract Insight User Licensing Levels are potentially very closely aligned with the Application Role(s) that a user in your organization is intended to perform within the Contract Insight Application System. These Levels/Roles are:

1. ADMIN

- a. Application System Administrator – has all permissions and no restrictions by default, and these permissions and restrictions cannot be overridden.
- b. Application Administrator – has no default permissions and restrictions, and may be assigned permission to perform any of the available granular Application Activities except/excluding:

Cannot perform any of the following:

- i. Manage Security Groups
- ii. Manage Image Library
- iii. Account Maintenance
 1. Transfer Contracts



Confidential User Licensing Options Guideline for Contract Insight Solutions

2. Transfer Tasks
3. Manage Global Header/Footer
4. Bulk Data Importer
5. Bulk File Importer
6. Mass/Global Maintenance
7. Create New Table
8. Manage Security Groups
- iv. Application Configuration Wizard
- v. Custom Report Designer

2. SUPER/POWER

- a. has no default permissions and restrictions, and may be assigned permission to perform any of the available granular Application Activities except/excluding:

Cannot perform any of the following:

- i. Manage Employees/Users
- ii. Manage Employee/User Permissions
- iii. Field Manager
 1. Manage Fields
 2. Manage Fields by Contract Type
- iv. Manage Security Groups
- v. Manage Image Library
- vi. Account Maintenance
 1. Transfer Contracts
 2. Transfer Tasks
 3. Manage Global Header/Footer
 4. Bulk Data Importer
 5. Bulk File Importer
 6. Mass/Global Maintenance
 7. Create New Table
 8. Manage Security Groups
- vii. Manage Workflows
- viii. Application Configuration Wizard
- ix. Custom Report Designer

3. STANDARD

- a. has no default permissions and restrictions, and may be assigned permission to perform any of the available granular Application Activities except/excluding:



Confidential User Licensing Options Guideline for Contract Insight Solutions

Cannot perform any of the following:

- i. Manage Departments/Divisions
- ii. Manage Locations
- iii. Manage Contract Types
- iv. Manage Contract Occurrences
- v. Manage Contract Categories
- vi. Manage Clause Library
- vii. Manage Solicitation Types
- viii. Manage Employees/Users
- ix. Manage Employee/User Permissions
- x. Manage Companies (Vendors/Clients/Customers/Suppliers/Providers)
- xi. Field Manager
 1. Manage Fields
 2. Manage Fields by Contract Type
- xii. Manage Security Groups
- xiii. Manage Image Library
- xiv. Account Maintenance
 1. Transfer Contracts
 2. Transfer Tasks
 3. Manage Global Header/Footer
 4. Bulk Data Importer
 5. Bulk File Importer
 6. Mass/Global Maintenance
 7. Create New Table
 8. Manage Security Groups
- xv. Manage Workflows
- xvi. Application Configuration Wizard
- xvii. Custom Report Designer

4. READ-ONLY

- a. has no default permissions and restrictions, and may be assigned permission to perform any of the available Display and/or Search and/or View Application Activities
- b. cannot update or add any data/information
- c. cannot Approve/Reject
- d. cannot create any ad-hoc reports

DEFINITIONS:

1. Restrictions – limitations placed on permissions granted for specified Application Activities
 - a. Example:
 - i. ALL – as in View All



Confidential User Licensing Options Guideline for Contract Insight Solutions

- ii. DEPARTMENT – as in View my Department(s)
 - iii. ASSIGNED – as in View Assigned to Me
- 2. Permissions – authorization to perform specified Application Activities
 - a. Example:
 - i. View All Contracts
 - ii. Manage My Department's Tasks
 - iii. Display My Contract Task Alerts
- 3. Application Activities – activities within the Contract Insight Application System that a user may be granted permission to perform based on the restrictions associated with the specified/assigned permission.
- 4. User Level Licenses – establishes a user level specific pool of available concurrent user licenses which may be shared by the universe of users that are identified as a member of the specified user level/role. Available user level licenses may only be used by the universe of users that have been identified as a member of the specified user level/role.



Confidential User Licensing Options Guideline for Contract Insight Solutions

Contract Insight Enterprise Core System Permissions

Permission	Description	Admin User	Super User	Standard User	Read-Only User
Calendar: Display All Contract Record Alerts	Display <i>ALL</i> contract alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display All Contract Task Alerts	Display <i>ALL</i> contract task alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display All Request Task Alerts	Display <i>ALL</i> request task alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display All Vendor/Customer Task Alerts	Display <i>ALL</i> vendor/customer task alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display My Contract Dept. Record Alerts	Display only <i>MY DEPT</i> contract alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display My Contract Dept. Task Alerts	Display only <i>MY DEPT</i> contract task alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display My Contract Record Alerts	Display only <i>MY</i> contract alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display My Contract Task Alerts	Display only <i>MY</i> contract task alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display My Request Dept. Task Alerts	Display only <i>MY DEPT</i> request task alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display My Request Task Alerts	Display only <i>MY</i> request task alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display My Vendor/Customer Task Alerts	Display only <i>MY</i> vendor/customer task alerts on employee's calendar.	Yes	Yes	Yes	Yes



Confidential User Licensing Options Guideline for Contract Insight Solutions

Calendar: Export to iCal	Allow employee to export their calendar for importing into mail applications like Outlook.	Yes	Yes	Yes	Yes
Contracts: Add	Allow adding of contract records.	Yes	Yes	Yes	No
Contracts: Attachments - Add for My Contracts	Allow adding of files/attachments to contract records the employee is directly assigned to.	Yes	Yes	Yes	No
Contracts: Attachments - Add for My Depts.	Allow adding of files/attachments to contract records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Contracts: Attachments - Delete for My Contracts	Allow deleting of files/attachments to contract records the employee is directly assigned to.	Yes	Yes	Yes	No
Contracts: Attachments - Delete for My Depts.	Allow deleting of files/attachments to contract records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Contracts: Basic Templates - Allow Export to Word	Allow exporting basic templates to MS Word format.	Yes	Yes	Yes	No
Contracts: Basic Templates - Allow View Access	Allow viewing of basic templates used on a contract record.	Yes	Yes	Yes	Yes
Contracts: Basic Templates - Edit All	Allow editing of <i>ALL</i> basic templates used on <i>ALL</i> contract records.	Yes	Yes	Yes	No
Contracts: Basic Templates - Edit for My Contracts	Allow editing of basic templates used on contract records the employee is assigned to.	Yes	Yes	Yes	No



Confidential User Licensing Options Guideline for Contract Insight Solutions

Contracts: Basic Templates - Edit for My Dept. Contracts	Allow editing of basic templates used on contract records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Contracts: Copy Contract	Enable copying of contract records link on the contract details page.	Yes	Yes	Yes	No
Contracts: Delete Any	Allow deleting of all contract records.	Yes	Yes	Yes	No
Contracts: Delete My Contracts	Allow deleting of contract records the employee is directly assigned to.	Yes	Yes	Yes	No
Contracts: Delete My Department Contracts	Allow deleting of contract records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Contracts: Edit All Contracts	Allow editing of all contract records.	Yes	Yes	Yes	No
Contracts: Edit My Contracts	Allow editing of contract records the employee is directly assigned to.	Yes	Yes	Yes	No
Contracts: Edit My Department Contracts	Allow editing of contract records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Contracts: Links - Add for My Contracts	Allow adding links between contracts for contract records the employee is directly assigned to.	Yes	Yes	Yes	No
Contracts: Links - Add for My Depts.	Allow adding links between contracts for contract records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Contracts: Links - Delete for My Contracts	Allow deleting links between contracts for contract records the employee is directly assigned to.	Yes	Yes	Yes	No



Confidential User Licensing Options Guideline for Contract Insight Solutions

Contracts: Links - Delete for My Depts.	Allow deleting links between contracts for contract records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Contracts: Notes - Add	Allow adding notes on contract records the employee has access to.	Yes	Yes	Yes	No
Contracts: Notes - Delete	Allow deleting notes on contract records the employee has access to.	Yes	Yes	Yes	No
Contracts: Search: All Contracts in system	Allow searching within all contracts records when employee is performing searching/reporting actions.	Yes	Yes	Yes	Yes
Contracts: Search: My Departments Contracts	Allow searching within contract records assigned to departments the employee is assigned to when the employee is performing searching/reporting actions.	Yes	Yes	Yes	Yes
Contracts: Search: Only My Contracts	Allow searching within contract records the employee is directly assigned to when the employee is performing searching/reporting actions.	Yes	Yes	Yes	Yes
Contracts: Search: View Contracts from Search	Show the <i>view</i> link for contracts returned in contract quick search and find/search contract search pages.	Yes	Yes	Yes	Yes
Contracts: Tasks - Add	Allow adding of tasks to <i>ALL</i> contract records.	Yes	Yes	Yes	No



Confidential User Licensing Options Guideline for Contract Insight Solutions

Contracts: Tasks - Add for My Dept. Contracts	Allow adding of tasks on contract records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Contracts: Tasks - Add on My Contracts	Allow adding of tasks on contract records the employee is directly assigned to.	Yes	Yes	Yes	No
Contracts: Tasks - Delete My Department Tasks	Allow deleting of tasks on contract records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Contracts: Tasks - Delete My Tasks	Allow deleting of tasks on contract records the employee is directly assigned to.	Yes	Yes	Yes	No
Contracts: Tasks - Edit My Department Tasks	Allow editing of tasks on contract records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Contracts: Tasks - Edit My Tasks	Allow editing of tasks on contract records the employee is directly assigned to.	Yes	Yes	Yes	No
Contracts: View all Contracts	Allow view access to <i>ALL</i> contract records.	Yes	Yes	Yes	Yes
Contracts: View Contracts in My Departments	Allow view access to contract records assigned to departments the employee is assigned to.	Yes	Yes	Yes	Yes
Contracts: View My Contracts	Allow view access to contract records the employee is directly assigned to.	Yes	Yes	Yes	Yes
Document Merging: Manage Templates	Allow access and management rights to the <i>Document Templates</i> setup area to the employee.	Yes	No	No	No



Confidential User Licensing Options Guideline for Contract Insight Solutions

Hierarchy: Create New Hierarchy	Allow creation of hierarchies that contract records can be added into.	Yes	Yes	Yes	No
Hierarchy: Manage Hierarchy	Allow management of hierarchies that contract records can be added into.	Yes	Yes	Yes	No
Hierarchy: Delete Hierarchy	Allow deletion of hierarchies that contract records can be added into.	Yes	Yes	Yes	No
Hierarchy: View Hierarchy	Allow viewing of contract hierarchies.	Yes	Yes	Yes	Yes
Ratings: Delete My Contract/Vendor Ratings	Allow deleting of contract/vendor ratings created by the employee.	Yes	Yes	Yes	No
Ratings: Rate All Contracts	Allow ratings to be created on <i>ALL</i> contract records.	Yes	Yes	Yes	No
Ratings: Rate My Departments Contracts	Allow ratings to be created on contract records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Ratings: Rate Only My Contracts	Allow ratings to be created on contract records the employee is directly assigned to.	Yes	Yes	Yes	No
Reports: Manage All Ad-Hoc Reports/Searches	Allow management of <i>ALL</i> ad-hoc reports.	Yes	Yes	No	No
Reports: Manage Custom Searches	Allow management of <i>ALL</i> legacy custom searches. (<i>DEPRECIATED</i>)	Yes	Yes	No	No
Reports: Manage My Ad-Hoc Reports/Searches	Allow management of ad-hoc reports the employee is directly assigned to.	Yes	Yes	Yes	No
Reports: Manage Report Designer	Allow management of <i>ALL</i> report designer reports.	Yes	Yes	No	No
Requests: Add	Allow adding of request records.	Yes	Yes	Yes	No



Confidential User Licensing Options Guideline for Contract Insight Solutions

Requests: Add Tasks	Allow adding of tasks on <i>ALL</i> request records.	Yes	Yes	Yes	No
Requests: Delete All Tasks	Allow deleting of tasks on <i>ALL</i> request records.	Yes	Yes	Yes	No
Requests: Delete My	Allow deleting of request records the employee is directly assigned to.	Yes	Yes	Yes	No
Requests: Delete My Dept.	Allow deleting of request records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Requests: Delete My Tasks	Allow deleting of tasks on request records the employee is directly assigned to.	Yes	Yes	Yes	No
Requests: Edit All Tasks	Allow editing of tasks on <i>ALL</i> request records.	Yes	Yes	Yes	No
Requests: Edit My Dept. Tasks	Allow editing of tasks on requests records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Requests: Edit My Task	Allow editing of tasks on requests records the employee is directly assigned to.	Yes	Yes	Yes	No
Requests: Edit/Manage All	Allow editing of <i>ALL</i> request records.	Yes	Yes	Yes	No
Requests: Edit/Manage My	Allow editing of request records the employee is directly assigned to.	Yes	Yes	Yes	No
Requests: Edit/Manage My Dept.	Allow editing of request records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Requests: Search/View All	Allow searching and viewing of <i>ALL</i> request records.	Yes	Yes	Yes	Yes



Confidential User Licensing Options Guideline for Contract Insight Solutions

Requests: Search/View My	Allow searching and viewing of request records the employee is directly assigned to.	Yes	Yes	Yes	Yes
Requests: Search/View My Dept.	Allow searching and viewing of request records assigned to departments the employee is assigned to.	Yes	Yes	Yes	Yes
Setup: Contract Categories - Manage	Allow management of contract categories list.	Yes	Yes	No	No
Setup: Contract Occurrence List - Manage	Allow management of contract occurrences list.	Yes	Yes	No	No
Setup: Contract Types - Manage	Allow management of contract types list.	Yes	Yes	No	No
Setup: Departments - Manage	Allow management of departments list.	Yes	Yes	No	No
Setup: Employees/Users - Manage	Allow management of employees.	Yes	No	No	No
Setup: Field Manager	Allow management of field manager area.	Yes	No	No	No
Setup: Location List - Manage	Allow management of locations list.	Yes	Yes	No	No
Setup: Manage Catalogs and Items	Allow management of catalogs and items lists.	Yes	No	No	No
Setup: Manage Contract Clauses	Allow management of contract clauses.	Yes	Yes	No	No
Setup: Manage Legal Holds	Allow management (enabling or disabling) of legal hold on contract records	Yes	Yes	Yes	No
Setup: Status List - Manage	Allow management of statuses list.	Yes	Yes	No	No



Confidential User Licensing Options Guideline for Contract Insight Solutions

Setup: Vendors/Customers - Add	Allow adding of new vendors/customers.	Yes	Yes	No	No
Setup: Vendors/Customers - Add Tasks	Allow adding of tasks on vendors/customers.	Yes	Yes	Yes	No
Setup: Vendors/Customers - Delete All Tasks	Allow deleting of <i>ALL</i> tasks on vendors/customers.	Yes	Yes	Yes	No
Setup: Vendors/Customers - Delete My Tasks	Allow deleting of tasks on vendors/customers created by the employee.	Yes	Yes	Yes	No
Setup: Vendors/Customers - Edit All Tasks	Allow editing of <i>ALL</i> tasks on vendors/customers.	Yes	Yes	Yes	No
Setup: Vendors/Customers - Edit My Task	Allow editing of tasks on vendors/customers created by the employee.	Yes	Yes	Yes	No
Setup: Vendors/Customers - Manage	Allow full management of vendors/customers.	Yes	Yes	No	No
Setup: Vendors/Customers - View	Allow view access to vendors/customers list.	Yes	Yes	Yes	Yes
Setup: Workflow - View	Allow view access to workflow manager.	Yes	Yes	Yes	Yes
Setup: Workflows - Manage	Allow management access to workflow manager.	Yes	No	No	No



Confidential User Licensing Options Guideline for Contract Insight Solutions

IntelliSignSM & Document Collaboration Add-On Module Permissions

Permission	Description	Admin User	Super User	Standard User	Read-Only User
Document Authoring: Negotiation Management	Allow access to the <i>Manage Approval Processes</i> and <i>Manage Signature Processes</i> pages to the employee.	Yes	Yes	Yes	No

Solicitations/Bids Add-On Module Permissions

Permission	Description	Admin User	Super User	Standard User	Read-Only User
Calendar: Display All Solicitation Record Alerts	Display <i>ALL</i> solicitation alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display All Solicitation Task Alerts	Display <i>ALL</i> solicitation task alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display My Solicitation Dept. Record Alerts	Display only <i>MY DEPT</i> solicitation alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display My Solicitation Dept. Task Alerts	Display only <i>MY DEPT</i> solicitation task alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display My Solicitation Record Alerts	Display only <i>MY</i> solicitation alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display My Solicitation Task Alerts	Display only <i>MY</i> solicitation task alerts on employee's calendar.	Yes	Yes	Yes	Yes
Setup: Solicitation Types - Manage	Allow management of solicitation types list.	Yes	Yes	No	No
Solicitations - Add Contracts	Allow employee to create contract records off of a solicitation record.	Yes	Yes	Yes	No
Solicitations: Add	Allow adding of solicitation records.	Yes	Yes	Yes	No



Confidential User Licensing Options Guideline for Contract Insight Solutions

Solicitations: Add Notes	Allow adding of notes to <i>ALL</i> solicitation records.	Yes	Yes	Yes	No
Solicitations: Add Tasks - Limit to User	Allow adding tasks on solicitation records the employee is directly assigned to.	Yes	Yes	Yes	No
Solicitations: Add Tasks - Limit to User Depts.	Allow adding tasks on solicitation records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Solicitations: Delete My	Allow deleting of <i>ALL</i> solicitation records.	Yes	Yes	Yes	No
Solicitations: Delete My Departments	Allow deleting of solicitation records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Solicitations: Delete My Dept. Tasks	Allow deleting of tasks on solicitation records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Solicitations: Delete My Tasks	Allow deleting of tasks on solicitation records the employee is directly assigned to.	Yes	Yes	Yes	No
Solicitations: Edit All	Allow editing of <i>ALL</i> solicitation records.	Yes	Yes	Yes	No
Solicitations: Edit My	Allow editing of solicitation records the employee is directly assigned to.	Yes	Yes	Yes	No
Solicitations: Edit My Departments	Allow editing of solicitation records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No



Confidential User Licensing Options Guideline for Contract Insight Solutions

Solicitations: Edit My Dept. Tasks	Allow editing of tasks on solicitation records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Solicitations: Edit My Tasks	Allow editing of tasks on solicitation records the employee is directly assigned to.	Yes	Yes	Yes	No
Solicitations: Notes: Delete	Allow deleting notes on <i>ALL</i> solicitation records.	Yes	Yes	Yes	No
Solicitations: Search: All Solicitations in system	Allow searching of <i>ALL</i> solicitation records.	Yes	Yes	Yes	Yes
Solicitations: Search: My Departments Solicitations	Allow searching of solicitation records assigned to departments the employee is assigned to.	Yes	Yes	Yes	Yes
Solicitations: Search: Only My Solicitations	Allow searching of solicitation records the employee is directly assigned to.	Yes	Yes	Yes	Yes
Solicitations: Search: View Solicitations from Search	Show the <i>view</i> link for solicitations returned on the find/search solicitation search page.	Yes	Yes	Yes	Yes
Solicitations: View All	Allow view access to <i>ALL</i> solicitation records.	Yes	Yes	Yes	Yes
Solicitations: View My	Allow view access to solicitation records assigned to departments the employee is assigned to.	Yes	Yes	Yes	Yes
Solicitations: View My Departments	Allow view access to solicitation records the employee is directly assigned to.	Yes	Yes	Yes	Yes

Purchase Orders Add-On Module Permissions



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Permission	Description	Admin User	Super User	Standard User	Read-Only User
Calendar: Display All Purchase Order Task Alerts	Display <i>ALL</i> purchase order task alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display My Purchase Order Dept. Task Alerts	Display only <i>MY DEPT</i> purchase order task alerts on employee's calendar.	Yes	Yes	Yes	Yes
Calendar: Display My Purchase Order Task Alerts	Display only <i>MY</i> purchase order task alerts on employee's calendar.	Yes	Yes	Yes	Yes
Payment Processing: Release Checks/Payments	Allow management of checks/payments including the releasing of funds.	Yes	Yes	Yes	No
Purchase Orders: Add New	Allow adding of purchase order records.	Yes	Yes	Yes	No
Purchase Orders: Add Tasks - Limit to User	Allow adding of tasks on purchase order records the employee is directly assigned to.	Yes	Yes	Yes	No
Purchase Orders: Add Tasks - Limit to User Depts.	Allow adding of tasks on purchase order records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Purchase Orders: Attachments: Add All	Allow adding of files/attachments on <i>ALL</i> purchase order records.	Yes	Yes	Yes	No
Purchase Orders: Attachments: Add for My	Allow adding of files/attachments on purchase order records the employee is directly assigned to	Yes	Yes	Yes	No



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Purchase Orders: Attachments: Add for My Dept.	Allow adding of files/attachments on purchase order records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Purchase Orders: Attachments: Delete All	Allow deleting of files/attachments to ALL purchase order records.	Yes	Yes	Yes	No
Purchase Orders: Attachments: Delete for My	Allow deleting of files/attachments on purchase order records the employee is directly assigned to.	Yes	Yes	Yes	No
Purchase Orders: Attachments: Delete for My Dept.	Allow deleting of files/attachments on purchase order records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Purchase Orders: Delete All	Allow deleting of ALL purchase order records.	Yes	Yes	Yes	No
Purchase Orders: Delete My	Allow deleting of purchase order records the employee is directly assigned to.	Yes	Yes	Yes	No
Purchase Orders: Delete My Dept. Tasks	Allow deleting of tasks on purchase order records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Purchase Orders: Delete My Depts.	Allow deleting of purchase order records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Purchase Orders: Delete My Tasks	Allow deleting of tasks on purchase order records the employee is directly assigned to.	Yes	Yes	Yes	No



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Purchase Orders: Edit All	Allow editing of <i>All</i> purchase order records.	Yes	Yes	Yes	No
Purchase Orders: Edit My	Allow editing of purchase order records the employee is directly assigned to.	Yes	Yes	Yes	No
Purchase Orders: Edit My Dept. Tasks	Allow editing of tasks on purchase order records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Purchase Orders: Edit My Depts.	Allow editing of purchase order records assigned to departments the employee is assigned to.	Yes	Yes	Yes	No
Purchase Orders: Edit My Tasks	Allow editing of tasks on purchase order records the employee is directly assigned to.	Yes	Yes	Yes	No
Purchase Orders: Manage/Process Check Payments	Allow management and processing of check payments.	Yes	Yes	Yes	No
Purchase Orders: View All	Allow view access to <i>ALL</i> purchase order records.	Yes	Yes	Yes	Yes
Purchase Orders: View My	Allow view access to purchase order records the employee is directly assigned to.	Yes	Yes	Yes	Yes
Purchase Orders: View My Depts.	Allow view access to purchase order records assigned to departments the employee is assigned to.	Yes	Yes	Yes	Yes



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The fifth component, Application System Add-on Modules/Connectors/Gateways/Portals/Components, deals with application system add-ons which extend and expand the universe of features and functionality within Contract Insight Solutions. Please refer to the optional features and functionality lists specified earlier in this document associated with the Contract Insight Solution Edition that you are interested in. Pricing for all Contract Insight Solution application system add-ons is based on and specified as a percentage (%) of your organization's total cumulative Core System and User Licensing.

In summary, (Core System Licensing and User Licensing), CobbleStone's application system software licensing is specified for both the Core System and the User Universe. The Core System Licensing is a fixed fee and the User Licensing is a variable fee based on the number of application system software users to be licensed. User License Pricing is tiered and discounted based on volume.