

## AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**AskReply, Inc. d/b/a B2Gnow**  
(hereinafter referred to as "B2Gnow"),  
whose principal place of business is  
725 W. McDowell Road, Phoenix, AZ. 85007

**WHEREAS**, SBBC wishes to acquire a Supplier Diversity and Outreach Program Management Solution and has selected B2Gnow to provide such Diversity Management Solution; and

**WHEREAS**, B2Gnow agrees to sell, license and configure (set-up) such system for SBBC; and

**WHEREAS**, SBBC and B2Gnow desire to memorialize the terms and conditions of their Agreement for the provision of such services; and

**WHEREAS**, SBBC policy 3320, Part VI.C.5(c), and Rule 6A-1.012(14), Florida Administrative Code, permit the acquisitions of information technology as defined in Section 282.0041(11), Florida Statutes, by direct negotiation.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by the parties and conclude on October 14<sup>th</sup>, 2022 (“Initial Term”) . The term of the Agreement may, by mutual agreement between SBBC and B2Gnow, be extended for two (2) additional one-year periods and, if needed, ninety (90) calendar days beyond the expiration date of the final renewal period. SBBC’s Procurement & Warehousing Services Department will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period.

2.02 **Description of Goods or Services.** B2Gnow shall provide the services described in **Exhibit A** (B2Gnow proposal).

2.03 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement, then;
Second:	<b>Exhibit A</b> (B2Gnow proposal)

2.04 **Cost of Services.** SBBC agrees to make payments to B2Gnow for services rendered under this Agreement pursuant to rates and conditions presented in **Exhibit A** (B2Gnow proposal), subsequent to B2Gnow rendering services and B2Gnow’s submission of an appropriate invoice to be paid net thirty (30) calendar days after the issuance of the invoice.

2.05 **Services.** B2Gnow will provide SBBC with a Diversity Management Solution which will include contract management, tracking & reporting as well as an outreach & event management solution, and support services as defined in **Exhibit A**.

2.06 **Inspection of the B2Gnow’s Records by SBBC.** B2Gnow shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All of B2Gnow’s Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC’s agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by the B2Gnow or any of B2Gnow’s payees pursuant to this Agreement. B2Gnow’s Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **B2Gnow’s Records Defined.** For the purposes of this Agreement, the term the “B2Gnow’s Records” shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), , correspondence, change and any other supporting

documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to B2Gnow's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to B2Gnow pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide B2Gnow reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to B2Gnow's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by B2Gnow to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any of B2Gnow's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by B2Gnow in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by B2Gnow. If the audit discloses billings or charges to which the B2Gnow is not contractually entitled, B2Gnow shall pay said sum to SBBC within thirty (30) calendar days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. B2Gnow shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by B2Gnow to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to B2Gnow pursuant to this Agreement and such excluded costs shall become the liability of B2Gnow.

(h) Inspector General Audits. B2Gnow shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it

is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: District Representative  
Mary Coker, Director  
The School Board of Broward County, Florida  
Procurement and Warehousing Services Department  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351

To B2Gnow: B2Gnow  
Attn: Frank Begalke  
725 W. McDowell Road, Phoenix, AZ. 85007

2.08 **Background Screening.** B2Gnow shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of B2Gnow or its personnel providing any services under the conditions described in the previous sentence. B2Gnow shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to B2Gnow and its personnel. The parties agree that the failure of B2Gnow to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. B2Gnow agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from B2Gnow's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. B2Gnow shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, B2Gnow shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. B2Gnow shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the Agreement's term and following completion of the Agreement if B2Gnow does not transfer the public records to SBBC. Upon completion of the Agreement, B2Gnow shall transfer, at no cost, to SBBC all public records in possession of the B2Gnow or keep and maintain public records required by SBBC to perform the services required under the Agreement. If B2Gnow transfers all public records to SBBC upon completion of the Agreement, B2Gnow shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If B2Gnow keeps and maintains public records upon completion of the Agreement, B2Gnow shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.10 **B2Gnow Liability.** B2Gnow's Liability. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. B2Gnow agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by B2Gnow, its agents, servants or employees; the equipment of B2Gnow, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of B2Gnow or the negligence of B2Gnow's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by B2Gnow, SBBC or otherwise.

2.11 **Insurance Requirements.** B2Gnow shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** B2Gnow shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. B2Gnow shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. B2Gnow shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. B2Gnow shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by B2Gnow to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) business days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit B2Gnow to remedy any deficiencies. B2Gnow must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. B2Gnow is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.13 **Travel.** All travel and per diem expenses shall be submitted to SBBC for prior approval. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to B2Gnow for any and all travel and per diem expenses. Should any travel and/or per diem expenses be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

2.14 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.15 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.16 **Incorporation by Reference.** Exhibit A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the

enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be

deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS**

**FOR B2GNOW :**

(Corporate Seal)

AskReply, Inc. d/b/a B2Gnow

ATTEST:

By Frank Bogelke

\_\_\_\_\_, Secretary

-or-

Frank Bogelke  
Witness

[Signature]  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2019 by Frank Bogelke of  
Name of Person

AskReply, Inc. DBA B2Gnow on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced Drivers License as  
identification and did/did not first take an oath. Type of Identification

My Commission Expires: Feb. 13, 2023 Melissa Flores  
Signature – Notary Public

(SEAL) Melissa Flores  
Printed Name of Notary



558366  
Notary's Commission No.

**Exhibit A**  
**B2Gnow Proposal**

## Compliance System Proposal

### 1. Compliance System

#### Modules & Services

	Annual	Capacity
• Baseline System & Vendor Management module (required)	\$6,600	
• Contract Compliance module	\$16,650	up to 1000 active contracts
• Outreach & Event Management module	\$6,600	up to 200 campaigns
• Spend Analysis module	\$8,250	up to 10,000 payment records
• Standard system import interfaces for contract data (eBuilder)	\$2,983	1 import interface
• Standard system import interfaces for contract data (Ariba/SAP)	\$2,983	1 import interface
• Standard system import interfaces for prime payment data (Ariba/SAP)	\$2,983	1 import interface
• Custom Report Development	\$1,667	35 hours of Development
• Data migration of active contracts	\$1,667	
• Onsite Meeting for training	cost waived	\$0
	\$50,383	1 onsite meeting for training per year
	20% Discount	-\$10,077
	<b>Total:</b>	<b>\$40,307</b>

Annual		
	1st Year	\$40,307
	2nd Year	\$40,307
	3rd Year	\$40,307
<b>3 yr Total</b>		<b>\$120,921</b>
	4th Year	\$32,850
	5th Year	\$32,850

#### Setup Includes

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Project kick-off &amp; planning session</li> <li>• Comprehensive project management</li> <li>• Baseline system configuration</li> <li>• Activation and configuration of included modules</li> </ul> | <ul style="list-style-type: none"> <li>• Accounts set up for all staff users</li> <li>• Customized notification templates</li> <li>• Configuration of login portal</li> <li>• Staff training</li> </ul> |
|--|---|

#### Annual Support & Service

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• B2Gnow hosted &amp; managed technology infrastructure</li> <li>• Software licenses and system maintenance</li> <li>• 24/7 unlimited access to the B2Gnow system</li> <li>• Unlimited staff and vendor accounts in system</li> <li>• Access to all system upgrades and enhancements</li> <li>• Access to all standard reports and ad-hoc tool</li> </ul> | <ul style="list-style-type: none"> <li>• Phone and email support for staff</li> <li>• First level email support for vendors</li> <li>• Up-to-date quick guides, training manuals, online help</li> <li>• Unlimited online staff and vendor training (as available)</li> <li>• System configuration updates and annual system review</li> </ul> |
|--|--|

### 2. Additional Modules and Optional Services

#### Optional Services

	Pricing	
• Onsite meetings for kick-off and training	\$1,000	per day plus travel at cost
• Additional standard interfaces for data import (per record type)	\$4,933 setup + \$1,000/yr	per year (includes setup and annual maintenance)
• Interfaces for data export (per record type)	\$4,933 setup + \$1,000/yr	per year (includes setup and annual maintenance)
• Specialized Onsite Training (after go-live)	\$1,000	per day plus travel at cost
• Program Consulting	\$200	per hour
• Development (Custom Reporting, System Customizations)	\$150	per hour
• Data Entry	\$50	per hour
• Additional Onsite Travel	At cost	

### 3. Terms

- Pricing is effective for 60 days from proposal date.
- First 50% of Year 1 annual service fee is invoiced at project kick-off
- Final 50% of Year 1 annual service fee is invoiced at SBBC's written sign-off of 1st module go-live
- Annual fee is invoiced upon contract start date and annually thereafter.
- All invoices will be due Net 30
- Additional services are invoiced upon delivery and SBBC's written sign-off
- Prices are firm for initial term of 03 years. Maximum escalation of 3% for years 4 and 5 upon negotiation between the parties. Escalation needs to be agreed in written and substantiated.
- Travel and other out-of-pocket expenses are invoiced Net 30 at actual cost.

### 4. Contact

B2Gnow  
K.T. Harrington  
kt@b2gnow.com  
  
(602) 325-9277

# B2G NOW

## Broward County Public Schools

September 30, 2019

Contact Person:

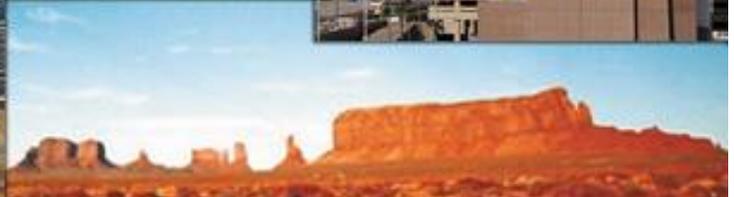
**K.T. Harrington**

**B2Gnow/AskReply, Inc.**

Office: (602) 325-9277

Mobile: (480) 271-1189

Email: [kt@b2gnow.com](mailto:kt@b2gnow.com)



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## SCOPE OF WORK

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**B2Gnow has a long track record of successfully implementing diversity management systems with large governments. This experience will be leveraged for Broward County Public Schools project to ensure a project that is finished on time, on budget, and with the committed functionality.**

**Robust, flexible B2Gnow Diversity Management software, coupled with our proven implementation services, delivers a solution that will meet Broward County Public Schools' requirements out-of-the-**

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### MODULES (WITH ASSOCIATED SUPPORT)

#### VENDOR MANAGEMENT MODULE / BASELINE SYSTEM OVERVIEW

**Staff management:** Staff will have password-protected access to their own accounts. They will be able to manage their own accounts, including contact information and settings, and will be able to add new staff accounts as necessary. Primary types of users include Broward County Public School's staff have access to all diversity functions and can edit contracts and audit data (with authorization). Broward County Public School's staff have access to contract management functions and can edit contracts, but cannot edit audit data. All users can run reports, though certain reports are available to each user type.

Roles will be set up to accommodate certain types of users (Administrator, Standard, Limited, Contract Administrator, Clerk, etc.). Initially, user access will be wide-ranging, and SCS can further restrict access over time as it gains familiarity with user functions and requirements.

- Supplier Profile Management: Staff will be able to manage Supplier accounts, including adding and editing information related to Suppliers (subcontractors and suppliers).
- Supplier accounts: Suppliers will have password-protected access to their own accounts. They will also be able to set up multiple users.
- Supplier registration: Staff will be able to add Suppliers.
- Search: Staff will have full search capabilities (i.e. searching for Suppliers by owner name, contract name, certification, DBEs, MBEs, WBEs, SBEs, ethnicity, gender, keyword, etc.).
- Reporting: Staff will be able to run reports at any time.
- Messaging: Users will be able to create and send messages to each other. A copy of the message is emailed and/or faxed to recipients based upon their account settings. The presence of file attachments is indicated in the email/fax notification, but attachments are not sent out to the email/fax recipient.
- Help & support: Users will have access to online help and the Forums/Knowledge Base.
- Connectivity/interfaces: System has an interface ability to exchange data with existing and future systems.
- Contract management system – contracts, payments
- Certified directory – external directories of certified firms (UCP, etc.)
- File attachments: Enable any set of approved file types to be attached to transactions and documents. The system will track downloading and viewing of files by any user.

- Spell checking: One-pass spell checking of all forms with customizable dictionary.
- Commodity codes: Supports multiple commodity code types simultaneously (NIGP, NAICS, etc.). Search, browse and edit commodity codes, then assign them to transactions and records.
- System portal & content:
  - System portal will be configured to reflect the organization's programs and policies
  - Customizable page layout and database data fields
  - Conforms to organization's current web site
- Security: The system provides maximum security, including detailed user and transaction audit trails, password-protected account for every user, 256-bit SSL encryption, 100% web-based and no cookies.
- Template management: Staff will be able to use and manage standard transaction templates.
- Communications log: Track all email, fax, letter and phone communications.

### **CONTRACT COMPLIANCE MODULE OVERVIEW**

- Contract management: Staff will be able to add, manage and close out contracts. Staff will be able to manage each contract and add new contracts as needed. A contract may include multiple second tier certified and non-certified subcontractors. A variety of tools are available, including subcontractor lists, extensions, suspensions, cancellations, change orders, closeout and deletion.
- Subcontractor list: Staff will be able to add multiple subcontractors to a contract. Up to 10 tiers of subcontractors are supported.
- Contract types: SCS will designate the types of contracts to track, including construction, professional services, supply services, etc.
- Change orders/amendments: When change orders or contract amendments impact goals, the system will automatically re-calculate the new goals based upon original and new data.
- Notifications: Contract officers can generate hard copy/email/fax notices for contract award, not meeting goal, contract close, and other related contract events.
- Contract closeout: At the end of a contract, staff will be able to rate a prime contractor relative to their diversity goal, verify any subcontractor retainage, and set the contract as closed.
- Contract compliance: The system will automatically audit active contracts monthly or quarterly.
- All active prime contractors will be notified by email and/or fax to log in to their accounts and provide/confirm payment information for subcontractors. Each contract shall have configurable settings regarding the circumstances and timing of audits.
- If a payment is rejected, a discrepancy is created and prime and subcontractor are immediately notified as well as staff members via System Dashboard or direct email.
- Staff will have access to all audits, will be able to enter data on behalf of the Suppliers, and can edit any existing data at any time.
- Suppliers will be able to enter and edit data for a set period of time, after which they will contact their contract compliance officer for an extension.

- The system will track the payment histories, including submitting user, date/time and comments. As an audit record is modified, previous submissions will be archived for future reference.

### **OUTREACH MODULE OVERVIEW**

This module allows users to create “campaigns” to email blast crafted messages to a customized list of any type of vendors (certified, primes, sub, local, etc.). The module also facilitates event management for online attendee registration, RSVP and attendance tracking.

- Campaigns can include program notices, bid notification to suppliers, requests for information, seminar/training session with optional online RSVP capabilities, or any other message that you wish to send.
- All content can be customized by the user. Content can include text, graphics, web links, and/or attachments.
- Outreach messages include automated, pre-set reminders and the ability for recipients to respond with an attachment.
- All views of emails and on the public bulletin board are tracked so you know how many people are seeing your messages.
- Events provide public access to online or in-person events, online registration, automated reminders, and attendance tracking.
- Users can include links to external survey tools in the content and messages to collect and analyze data about and outreach campaign, event, and/or program activity.

### **SPEND ANALYSIS MODULE OVERVIEW**

The module facilitates the reporting of M/W/D/SBE utilization on all non-contract expenditures such as credit cards and purchase orders.

- Spend data is uploaded into the module from applicable data sources (e.g. Bank Pcard data, financial system PO transactions).
- The spend analysis matching engine compares expenditure data against all recognized certified directories and vendor registries to flag and categorize all relevant records.
- Summary data is accessible through multiple reports for analysis.
- System Connectivity: Payment data is merged with all recognized certification and registry data and can be transferred to Utilization Reports.

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## PROJECT APPROACH PLAN

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### IMPLEMENTATION METHODOLOGY

- **Welcome Packet:** The Welcome Packet is designed to inform the larger stakeholder community about the benefits of B2Gnow and prepare stakeholders for a successful, quick implementation immediately following Kick-off. The packet contains documentation for Broward County Public Schools to get started on the implantation right away. Some artifacts included in the Welcome Packet: stakeholder contact information; sample project schedules; data migration requirements; interface guides; module questionnaires/surveys, and system demos.
- **Kick-off Meeting:** The Kick-off Meeting is intended to set the stage for the stakeholder community and familiarizes the larger stakeholder community to already approved scope; project plan; project communications, and how project risk should be communicated. The Kick-off meeting concludes with a portal familiarization. By the end of the Kick-off meeting, the Vendor Management Module will be configured.
- **Project Schedule:** Weekly actives for Broward County Public Schools and B2Gnow are outlined. Certain weeks are designated for decision meetings; other weeks are designed for working activities.
- **Regular Project Status Updates:** Communication to project stakeholders via a status report that will include project risk, millstones, key decisions, and timeline.
- **Module Configuration:** Each module has a detailed document that outlines all configuration options and decisions needed. These documents are included as part of the Welcome Packet. Established configuration guides facilitate faster, more accurate implementation.
- **Notification Templates:** Broward County Public Schools will review and edit a detailed notification templates for B2Gnow to customize system-generated email and letter formats.
- **Training:** A handful of modules will be provided a single recorded specialized training given as part of “go-live” by your project manager. B2Gnow has additional standard training courses for each module that can be taken at leisure for the lifetime of your project. We promote a train-the-trainer concept for large organizations.
- **Go-Live:** Once the system is configured and usable, the system is considered live. Detailed checklists are utilized to prepare both client and its contractors for a successful “go-live.”
- **Project Oversight:** B2Gnow’s executive management team provides regular project oversight to guarantee client satisfaction, and is continually accessible throughout the lifetime of the project.

While B2Gnow has developed a standard implementation process with detailed templates and guides, we realize that every customer is unique. The tools we have developed to provide a proven methodology, while allowing the project manager to tailor the implementation tools to meet Broward County Public Schools specific needs. This approach allows for a best-of-both-worlds implementation approach.

### WORKPLAN SCHEDULE

The project objectives are detailed below in the preliminary schedule – which reflects B2Gnow’s rapid implementation process – while ensuring maximum quality and minimizing project risk. On

average, we estimate approximately twelve weeks from kick-off to go-live.

At this stage, it is only possible to provide a proposed schedule based on our understanding of Broward County Public Schools requirements. More or less time may be needed for the implementation, depending upon the state of existing systems and quality of its data. Upon project initiation, a schedule will be developed in conjunction with Broward County Public Schools project management staff.

Our team places great importance on achieving the set schedule goals of this initiative, and on ensuring that expectations are reasonable and attainable. With close cooperation Broward County Public Schools and B2Gnow, it is possible to have the system launched within weeks, and at full utilization within months. Our team is confident of achieving the target schedule dates with the support of Broward County Public Schools.

## **WORKPLAN STATUS REPORTS**

B2Gnow will provide project status reports. Tasks assigned to Broward County Public Schools will also be included to ensure that staff are knowledgeable about the schedule and data requirements of the project.

Status reports include:

- **Project Status:** Overall project status indicator (green, yellow, red)
- **Target dates (both past and future):** All key project dates and status of each
- **Main activities:** Major accomplishments and events of the past week and planned activities in coming week
- **Risks:** Any problems that required immediate resolution to keep the project on schedule
- **Activities by milestone:** A review of each major milestone and the accomplished sub-steps for each

## **WORKPLAN MANAGEMENT TOOLS**

Over the course of more than 240 implementations, B2Gnow has developed and refined a proprietary set of implementation tools, templates and documents. These tools will be used throughout the implementation process to guarantee project success.

B2Gnow's implementation library includes:

- Project implementation plan template
- Project status update template
- Portal configuration guide
- System notification templates
- Module configuration guide (for each module)
- Training plan
- Sample system announcements
- Internal and public go-live checklists
- Post go-live checklist

## BROWARD COUNTY PUBLIC SCHOOLS'S RESOURCES

As the B2Gnow Project Team will lead the implementation for the Broward County Public Schools, there will be resources that will be required from Broward County Public Schools during the project. The following resources will be needed to ensure a successful implementation:

- SME (Subject Matter Expert)
  - This resource(s) will need to have the broad knowledge pertaining to Contract Compliance, Outreach and Vendor Registration. This resource(s) will need to be available for analysis; provide feedback to ensure that the configuration fits the needs of the Broward County Public Schools; respond to inquiries regarding any project issues throughout the implementation and partner with B2Gnow to oversee the project for successful implementation.
- Ongoing Resource Allocation
  - Maintenance and Support of the system will be performed by B2Gnow. For ongoing resources, we will rely on the SME's for feedback and inquiries.

## METHOD OF TRACKING

The During the implementation the dedicated B2Gnow project manager will provide weekly project status reports that will include any bugs, errors, issues and provide all information regarding remediation and implementation fixes.

## PROJECT COMMUNICATION

B2Gnow will ensure that the project status and all moving parts are communicated throughout the length of the implementation. Please see below (Project Status Reports) for what will be provided to the Broward County Public Schools.

## PROJECT STATUS REPORTS

B2Gnow will provide weekly project status reports. Tasks assigned to Broward County Public Schools will also be included to ensure that staff are knowledgeable about the schedule and data requirements of the project.

Status reports include:

- **Project Status:** Overall project status indicator (green, yellow, red)
- **Target dates (both past and future):** All key project dates and status of each
- **Main activities:** Major accomplishments and events of the past week and planned activities in coming week
- **Issues:** Any problems that required immediate resolution to keep the project on schedule
- **Activities by milestone:** A review of each major milestone and the accomplished sub-steps for each
- **System statistics:** Summary and detailed statistics of the system's operation, including audits, responses, registrations, accounts, contracts and certifications

## **PROJECT MANAGEMENT TOOLS**

Over the course of more than 240 implementations, B2Gnow has developed and refined a proprietary set of implementation tools, templates and documents. These tools will be used throughout the implementation process to guarantee project success.

B2Gnow's implementation library includes:

- Project implementation plan template
- Project status update template
- Portal configuration guide
- System notification templates
- Module configuration guide (for each module)
- Data migration guide & data migration file layout template
- Data interface guide & data interface file layout template
- Training plan
- Sample system announcements
- Internal and public go-live checklists
- Post go-live checklist

## **TRAINING PROGRAM**

B2Gnow will provide training for the Broward County Public Schools staff and other users of the system, as selected. During training, users are tutored through entire tasks and workflows using their accounts in the actual system. This approach enables a user to understand the system as a whole, rather than gaining only a surface-level, mechanical understanding of the software.

Users are introduced to the system through an initial, hands-on webinar or in-person training session. They complete the training on their own time online, using online tutorials and walkthroughs. An end-user typically can begin submitting transactions and managing processes in less than one day. Advanced users are able to manage tasks of organization and user management within a few days.

## **DOCUMENTATION**

User documentation for users will be provided in multiple formats, including onscreen content, an online help system, and printable user manuals and quick guides. The content in the documentation is updated regularly and is available to Broward County Public Schools for its own publication. Additionally, online video help is available for staff.