



# License Agreement Cover Page

Cover Page for the Right of Use of Negometrix Products between:

Negometrix USA Inc.  
81 Prospect Street  
Brooklyn, NY 11201

and

Williamson County  
Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, TX 78626

## Invoice data

Williamson County  
Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, TX 78626  
512-943-1478  
blake.skiles@wilco.org

Negometrix contract no.: Nx2019S01009



# Negometrix provides

## Products

Products for which the Right of Use is granted under the agreement:

- Purchase request Form (PRF)
- Negometrix3 – Solicitations Module
- Negometrix3 – Contract Management Module

## Right of Use

Description of the Right of use of the Products: access to and use by the Client of the Products (see also definition "Right of Use in the General Terms and Conditions") by Williamson County employees.

Unlimited Service Desk support:

**Phone: (724) 888-5294**

**Email: [servicedesk@negometrix.com](mailto:servicedesk@negometrix.com).**

**Business Hours: Monday-Friday 7am-5pm.**

For licensees with technical questions about the platform and the use thereof.

**Free and unlimited Service Desk support for suppliers** during the service desk business hours.

Possibility of creating an **unlimited number of projects** per licensee;

A profile for an **unlimited number of colleagues (without managing or administration rights)** so that they can contribute to your organization's projects;

Decisions in your projects supported by **Negometrix platform intelligence**.

**Template functionality.** Templates can be made of all types of projects which subsequently can be used in other projects and shared with other users, offering a quick and easy start-up in your projects;

**Free online collaboration** in projects with other organizations using Negometrix, reducing the number of "live" meetings.

**A safe working environment.** Negometrix is ISO and ISAE certified; development, service and management of the platform meet the highest security standards, in accordance with ISO 27001 & ISAE3000.

## Duration

Start date agreement:

Start duration: 07/01/2019

1<sup>st</sup> Payment Due: 10/01/2019



## Negometrix Licenses

Licenses are strictly personal, not transferable to third parties and have a yearly license fee. Licenses are only issued to trained users.

### Sourcing module

Lead-buyer licenses, # 10 \$ 24,700 (annual cost)

### Contract management module

Contract manager licenses, # 10 \$ 18,100 (annual cost)

Total Annual Price \$ 42,800 (annual license costs)

Discount for Multiple Modules, 25% (Solicitation, CM) (\$ 10,700) (25% discount, annually)

Purchase Request Form \$ 1,500 (annual cost)

**TOTAL ANNUAL PRICE \$ 33,600**

## Training

The full training, super users and end-users, takes place on site for 3 days. After completion of the entire program, participants receive a certificate.

The full training for the Solicitations- and Contracting Module consists of 3 days

Location of the training: ON SITE (Williamson County)  
Total # of people: 10 Lead Buyer / Unlimited End Users  
Number of training days: 3

Total training cost: included

Implementation (support hours) included

Pricing is in dollars, excluding taxes, and subject to price adjustments. We will inform you in time about price changes.



## Invoicing

Invoicing takes place within 30 days after the start date of the agreement, or as otherwise agreed. In case of future expansion with (an) additional account(s) you will receive a separate invoice.

## Services after implementation

Training or consulting services after the implementation is \$150 per hour.

Travelling expenses are covered with this agreement. Future appointments outside of the scope of this agreement that will involve travel expenses will be addressed in consultation with the county. All travel expenses will be reimbursed in accordance with the Williamson County Vendor Reimbursement Policy (Appendix E.)



## Specific conditions

The license agreement has a duration of 2 years and, upon mutual consent, shall be automatically renewed for 12 months, repeating itself every 12 months for an additional 4 years. Cancellation must be done no later than one month before the expiration date of the license agreement.

### Appendices:

- A. Williamson County terms;
- B. General Terms & Conditions Negometrix USA Inc. ('GT');
- C. Service Level Agreement ('SLA');
- D. Cooperative Purchasing Program (Piggyback Clause);
- E. Williamson County Vendor Reimbursement Policy;
- F. Negometrix Response to RFP # 1902-298.

form an integral part of the Agreement and must be regarded as an essential part of the Agreement.

In the event of conflict, the following ranking applies:

1. Williamson County terms;
2. Cover Page;
3. GT;
4. SLA.

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By completing and signing this agreement your organization will buy the Right of Use for the Negometrix products and agrees to the attached Negometrix General Terms & Conditions.

Signed in duplicate

Date of signature:

Date of signature:

June 4, 2019

Negometrix USA Inc.

Williamson County

Jan Siderius

Judge Bill Gravell



## Appendix A. Williamson County terms

- **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Williamson County, the Williamson County Commissioners Court, or the Williamson County Judge.
- **Compliance with All Laws:** Service provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.
- **Severability:** In case any one or more of the provisions contained in this Contract 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 in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- **Cure Period:** Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 10 business days after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.
- **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.
- **Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.
- **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Williamson County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.



- **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- **No Assignment:** Service Provider may not assign this Contract.
- **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- **Right to Audit:** Negometrix USA, Inc. agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Negometrix USA, Inc. which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Negometrix USA, Inc. agrees that Williamson County shall have access during normal working hours to all necessary Negometrix USA, Inc. facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Negometrix USA, Inc. reasonable advance notice of intended audits.



## Appendix B. General Terms & Conditions Negometrix USA Inc.

### Article 1. Definitions.

The following definitions are used in these General Terms and Conditions:

- 1.1 GT: these general terms and conditions, regardless of the form in which they are made known.
- 1.2 Agreement: the agreement between NX and the Client with regard to:
  - the Right of Use, which agreement consists of the GT and the cover page signed by the parties for approval and the accompanying appendices:
  - the delivery of the Additional Services, which agreement consists of the order confirmation from NX signed by the Client for approval and the accompanying appendices to which reference is made.
- 1.3 Client: the legal entity that concludes an Agreement with NX.
- 1.4 NX: the private company Negometrix USA Inc, established at 81 Prospect Str, Brooklyn, NY 11201, USA, FEIN: 82-5265226.
- 1.5 NX Platform: the online Web service developed, maintained, delivered and hosted by NX.
- 1.6 Domain: the Client's own environment in the NX Platform.
- 1.7 Product (s): the NX modules as mentioned in the cover page and made available in the Domain for which the Client receives the Right of Use.
- 1.8 Web service: the combination of the Products and the Domain.
- 1.9 Right of Use: against payment of the User Fee, the non-transferable and non-exclusive right as granted by NX to the Client during and under the conditions of the Agreement:
  - by electronic access to the Domain: and
  - to use the Products exclusively in accordance with the details of the Right of Use that have been further specified in the cover page.
- 1.10 User Fee: the annual fee payable in advance by the Client for the User Right.
- 1.11 Additional Services: all services from NX that are not covered by the Right of Use and are described in the Agreement.
- 1.12 Data: all data and content of any nature whatsoever if delivered, created and/or obtained through the Web service
- 1.13 Specifications: the total of the functional properties, system functions, availability and security of the Products or the Domain as described in the NX on-line documentation and in the SLA.
- 1.14 End User: a natural person who exercises the Right of Use under the responsibility of the Client and who can log in as such on the NX Platform.
- 1.15 Provider (s): the legal entity - not being the Client - including potential suppliers and suppliers of the Client, who uses the NX Platform in one way or another.



## Article 2. General.

2.1 The GT apply to all agreements and to all other possible legal acts between the Client and NX, to all use of the Web service by the Client and to the provision of Additional Services.

2.2 NX explicitly rejects any general (purchase) conditions of the Client. Client explicitly and exclusively accepts the provisions of the Agreement respectively the GT.

## Article 3. Right of use and Additional Services.

3.1 After concluding the Agreement and against payment of the User Fee, NX grants the Client the Right of Use and makes the (digital) documentation associated with the Products available for its own internal use.

3.2 The Web service may only be used within and for the purpose of the scope as described in the cover page under "Right of Use" and therefore solely by the associated (type/organization/department/number) End Users. In the event that this scope and / or End Users change from what is the case at the time of entering into the Agreement, NX is entitled to adjust the User Fee accordingly.

3.3 As part of the Right of Use, NX periodically performs general regular maintenance of the Web service, which includes the following:

- a. the detection and repair of the imperfections in the standard form of the Web service and in the accompanying documentation,
- b. making new releases of the Products available with additional functionalities and/or improvements.

3.4 As part of the Right of Use, NX perform the activities described in the SLA.

3.5 The Parties will conclude an Agreement for all possible Additional Services.

Additional Services may include NX support in the implementation of the use of the Web service and/or training on the features and use of the Web service.

## Article 4. Duration, extension, termination Agreement.

4.1 The Agreement commences on the start date as stated in the cover page and remains in force for the duration as stated in the cover page/order confirmation.

4.2 With regard to the Right of Use, after the expiry of the period referred to in paragraph 4.1, the Agreement will be extended for a period of twelve (12) months each time.

4.3 With regard to the Right of Use, termination of the Agreement by the Client or NX takes place by termination at the end of the period of the Right of Use with due observance of a prior written notice period of at least three (3) months. Termination must be made by registered mail with acknowledgment of receipt.



## Article 5. NX Platform.

5.1 NX only offers a facilitating role through the Web service and is therefore in no way responsible for the accuracy, suitability and completeness of the Data, nor for the actions or omissions of a Client in connection with the Web service or otherwise. NX is not a party to possible agreements between the Client and the Provider. That is why NX is neither responsible nor liable for the mutual fulfilment of obligations between the Client and Providers, including the authority to enter into agreements, the fulfilment of any payment obligation and the correct execution of the work to be performed.

5.2 Client is responsible and liable for the content of the Data. To the extent authorized under Texas law, Client guarantees that the content of the Data is correct, up-to-date and reliable, does not violate applicable laws and regulations, does not infringe on the intellectual property rights of third parties and is not otherwise unlawful and indemnifies NX against all costs and damages in the event of non-compliance with this guarantee.

5.3 The Client is not permitted to use the NX Platform or have it used for incorrect, unlawful and punishable conduct. This will, among other things, be the case if the use (also) relates to:

- material/data that is contrary to any law, regulation and/or the GT;
- the unlawful or criminal dissemination of non-public data;
- the distribution of punishable texts and image and sound material and/or material that in the opinion of NX is misleading and / or that violates good morals/taste and/or public order;
- material/data that infringes intellectual property rights and/or privacy rights and/or that violates other rights of NX and / or third parties;
- computer peace breach ("hacking");
- material/data that refers to the provision of illegal services or services that may in any way cause damage to the property of others;
- the destruction, damage or rendering unusable of systems or automated works and software of others.

5.4 NX reserves the right to change, refuse and/or remove material/Data because the material/Data falls within the scope of Article 5.3, without any obligation to compensate any related damages/costs of Client.

5.5 Client will not use the NX Platform (or have it used) for any purpose for which it is not intended and will refrain from sending unsolicited and/or unsolicited messages to (other) clients or Providers. The Client is not permitted to initiate or continue processes that it may reasonably suspect may hinder other clients or Providers and/or adversely affect the use of the NX Platform.

5.6 NX is entitled, partially or fully, to adjust, change and/or update the NX Platform.

## Article 6. Account.

6.1 End Users of the Client must activate their account and must therefore enter all required information required to complete the registration process. Client is responsible for all activities and data that are placed and uploaded in the accounts of its End Users. An account is always personal and cannot be transferred to a third party.

6.2 The usernames provided by NX to the End User are strictly personal. The Client is responsible for preventing abuse of the provided (personal) combination of username and password.



NX is entitled to make changes to the login access procedure.

6.3 NX reserves the right to exclude the Client or End Users from the Client from any (further) use of the Web service, inter alia by blocking the Domain or blocking and/or deleting the accounts of End Users, without being required to refund any compensation already received, if the Client:

- acts contrary to the Agreement in any way;
- infringes the (intellectual property) rights of third parties;
- acts contrary to applicable laws and regulations.

## Article 7. Payment.

7.1 NX will grant the Right of Use and the Additional Services against payment of the User Fee or at the rates as agreed in the Agreement. The annual User Fee must be paid in advance. Additional Services will be invoiced after entering into the Agreement. All mentioned fees are exclusive of all taxes, duties and fees. Client shall make no deductions for taxes, duties or fees of any kind from any payment to NX under the Agreement. All prices and rates will always be set in US Dollars (\$). NX will send (digital) invoices to the Client for all reimbursements. NX is entitled to invoice periodically. Payment of invoices must be in US Dollars (\$).

7.2 For the invoices, a payment term of thirty (30) days after the invoice date applies. If the Client fails to pay an invoice on time, the Client is legally in default. The Client will then owe an interest of 1% per month, unless the legal interest is higher, in which case the legal interest is due. The interest on the claimable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due. Objections regarding the invoice must be reported within ten (10) working days after the invoice date. If the Client is in default in the (timely) fulfilment of its obligations, then all reasonable costs for obtaining settlement out of court will be borne by the Client. Exceeding a payment term gives NX the right to suspend or terminate its services with regard to the unpaid service.

7.3 All prior payments are non-refundable unless an interim termination of the Agreement is entirely caused by an attributable shortcoming on the part of NX in which case the compensation paid for the remaining months after the date of termination of the current contract year will be reimbursed to the Client.

7.4. For each succeeding annual renewal term, the fees due under the Agreement shall be the same as the previous year's plus an increase equal to (a) a two percent (2%) of the previous year's rates or (b) the percentage by which the Consumer Price Index for All Urban Consumers (CPI-U, as published by the US Department of Labor) increased over the twelve (12) calendar months prior to NX's invoice for the renewal term, whichever is higher.

## Article 8. Warranty & Liability.

8.1 Under the condition that the Client's own infrastructure meets and continues to meet the pre-requisite conditions as described in the Specifications, NX guarantees that:

- the Additional Services to be provided by or on its behalf under the Agreement will be performed in a professional manner;
- the Web service meets the Specifications;



- its staff meets and will continue to meet the appropriate qualifications with regard to training, expertise and experience.

8.2 NX does not guarantee that:

- the information on the Web service is correct, complete, suitable, up-to-date and not unlawful, including the data of other clients and providers;
- the Web service will work completely without defects on the understanding that NX will try to have the Web service comply with the Specifications in accordance with the SLA; and
- third parties will not use NX and / or NX systems unlawfully.

8.3 If NX should be liable, this liability is limited to what is regulated in this provision. NX is not liable for damage, of any nature whatsoever, caused by the fact that NX acted on / or was otherwise caused by incorrect and / or incomplete information / Data provided by or on behalf of the Client or Provider. NX is responsible for the availability of the Web service whereby it makes every effort to offer optimum availability. The consequences of failure or inaccessibility of the Web service as a result of reasonably unforeseeable circumstances or circumstances beyond the control of NX are at the risk of the Client. The guarantee of this article 8 expires in case of incorrect use of the Web service.

If NX should be liable for any damage, the total liability of NX will never be more than the User Fee as paid for the year in which the damage occurs; NX's liability is in any case always limited to the amount paid out by its insurer, if applicable.

NX is only liable for the direct damage actually suffered. Direct damage is exclusively understood to mean:

- the reasonable costs for determining the cause and extent of the damage insofar as the determination relates to damage within the meaning of the GT;
- any reasonable costs incurred to ensure that the defective performance of NX complies with the Agreement/GT insofar as these can be attributed to NX; and
- the reasonable costs incurred to prevent or limit damage insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in the GT.

8.4 NX is never liable for indirect damage, including consequential damage, lost turnover / profit, missed savings and damage / costs due to business interruption. NX is not liable for damage/loss of Data. More specifically, NX is not liable for damage on the part of the Client that is caused by third parties, whether or not they use the Web service.

## Article 9. Privacy & security.

9.1 The use of the (personal) data obtained by the Client through the Webservice may only be used by all parties for the purpose for which they were provided. It is not permitted to process this data for any other purpose, including - but not limited to - any form of unsolicited communication (spam). If required by law, the parties will conclude a separate written processing agreement.

9.2 NX will endeavor to achieve the level of network security, security of user access that is customary in the industry and to protect the Data against loss and / or any form of unlawful use if and insofar as NX actually has access to the Data. The security requirements of the NX Platform as part of the Specifications will be met by NX. NX does not guarantee that all these measures are effective under all



circumstances. NX takes appropriate technical and organizational measures in this context, taking into account, among other things, the common practice in the industry.

## Article 10. Intellectual property rights.

10.1 All intellectual property rights with regard to the Products or the NX Platform are and remain the property of NX. NX acknowledges that the intellectual property on the Data of the Client or of the Provider is and remains theirs.

10.2 Subject to the limitations of Article 8, NX indemnifies the Client against the direct damage and / or costs that result from a breach of this guarantee.

10.3 Without the prior written permission of NX the Client is not permitted to make the Products, the Domain or any content thereof, available to third parties in any way whatsoever, to reproduce, translate, edit, modify, distribute, send, or incorporate them in any other way into another document or material or by creating reverse engineering or otherwise (trying to) create the source code of the Products or of the NX Platform.

10.4 NX is permitted to take technical measures to protect the Products, Domain and / or the NX Platform respectively.

## Article 11. Expiry / interim termination.

11.1 In the event of expiry of the term of the Agreement, see the transition provisions in the SLA for the Right of Use.

11.2 The Agreement can be terminated by registered letter by a party in the event that the other party acts contrary to any provision of the Agreement and this other party is not notified of its contradictory course of action by registered letter within ten (10) days, fully complies with this. This written notice of default, including the aforementioned term, is always required, except to the extent that full compliance is no longer possible or useful or if a term is included in the Agreement within which the other party must have performed.

11.3 Without prejudice to the rights that a party has under the law, each party has the right to terminate the Agreement in writing immediately and without notice if the other party:

- applies for or obtains a (provisional) suspension of payment;
- submits its own petition for bankruptcy, a third party submits a petition for its bankruptcy;
- is declared bankrupt;
- is dissolved or its company / organization is dissolved;
- ceases its activities;
- is otherwise no longer able to meet the obligations under the Agreement.



## Article 12. General.

12.1 Confidentiality. Parties will observe strict confidentiality with regard to the information about each other's organization and business as well as the NX Platform, Domain, the Products and the Data. Parties impose this obligation on their employees and on third parties engaged by them.

12.2 Waiver. Failure by one of the parties to demand compliance with any provision within the Agreement does not affect the right to demand compliance, unless the party concerned has explicitly agreed in writing to the failure.

12.3 Transferability. Client is not entitled to transfer the rights and obligations from the Agreement to a third party without the prior written permission of NX. This permission will not be refused and / or delayed without reasonable grounds; However, NX is entitled to attach conditions to the granting of this permission.

NX is entitled to transfer all or part of the rights and obligations from the Agreement to a third party, provided that the legal successor guarantees the execution under the same conditions.

12.4 Parties declare and guarantee that they are entitled and authorized to enter into the Agreement and to grant the rights that are reciprocally granted in the Agreement.

12.5 Change. Any omission, addition and/or modification of any provision of the Agreement is only binding if this has been agreed in writing and signed by both parties.

12.6 In Writing. Parties acknowledge that reporting by e-mail falls under the heading "in writing"; however, official notifications regarding the duration / validity of the Agreement will always be made by registered mail.

12.7 Applicability of AV. Once the GT have been applicable to a legal relationship between the Client and NX, the Client is deemed to have agreed in advance to the applicability of the GT to Agreements concluded and to be concluded subsequently.

12.8 Invalidity. If and insofar as any provision of the GT is declared invalid or annulled, the other terms and conditions will remain in full force. NX will then adopt a new provision to replace the invalid / voided provision, whereby the scope of the invalid / voided provision will be taken into account as much as possible.

12.9 Subcontractors. NX will provide its activities and services under the Agreement in the role of main contractor and will use subcontractors where appropriate. Taking into account the limitations of Article 8, NX is responsible for the actions of that subcontractor.

12.10 Survival. Provisions of the Agreement that by their nature are intended to continue even after termination of the Agreement (such as payment obligations, liability, confidentiality, choice of law, etc.), remain in force until the obligations arising therefrom are fully and properly fulfilled.

12.11 Choice of law/jurisdiction. .The validity, construction and performance of GT and all resulting legal relationships, including Agreements shall be governed by the laws of Delaware, United States. The exclusive jurisdiction for any dispute will be state or federal courts sitting in the State of Delaware but not before the parties have tried to resolve the dispute amicably.



## Appendix C. Service Level Agreement ('SLA')

### General

This Service Level Agreement (SLA) describes the standard activities of Negometrix (NX) belonging to the Agreement as agreed upon between the Client and NX regarding the Right of Use. The duration of this SLA is identical to the duration of the Agreement.

NX has the right to review this SLA periodically in order to process new circumstances and insights that at the time of preparing this version of the SLA, were not yet known or available in this document. In that case, NX will inform the Client about the new version of the SLA by e-mail, stating the date on which the SLA will take effect.

### Article 1: Definitions

1. **Agreement:** the agreement between NX and the Client regarding:
  - the Right of Use, which agreement consists of the General Terms and Conditions (GTC) and the cover sheet signed for the agreement by the parties and the accompanying appendices;
  - the delivery of the additional services which agreement consists of the order confirmation of NX signed by the Client and the associated appendices to which reference is made.
2. **Client:** the legal entity that concludes an Agreement with NX.
3. **NX:** the private company Negometrix USA Inc., established at 81 Prospect Street, Brooklyn, New York 11201, USA. FEIN: 82-5265226
4. **NX Platform:** the online Web service developed, maintained, delivered and hosted by NX.
5. **Domain:** the Client's own environment in the NX Platform.
6. **Products:** the modules of NX as mentioned in the cover sheet and made available in the Domain for which the Client receives the Right of Use.
7. **Web service:** the combination of Products and the Domain.
8. **Right of Use:** on payment of the User Fee, the non-transferable and non-exclusive right as granted by NX to Client during and under the terms of Agreement:
  - for electronic access to the Domain; and
  - to use the Products in accordance with the agreed scope of the Right of Use.
9. **Usage Fee:** the annual prepayment that the Client pays for the Right of Use.
10. **Data:** all data and content of any nature as delivered, created and/or obtained through the Web service.
11. **End User:** a natural person who, under the responsibility of the Client, exercises the Right of Use and can log in as such on the NX Platform.
12. **Supplier(s):** the legal entity - not being the Client - including, potential providers and suppliers of the Client, that in one way or another uses the NX Platform.
13. **Service Hours:** the usual office hours of NX (8 AM - 6 PM EST) from Monday to Friday with the exception of recognized US Federal public holidays.
14. **Defect:** the incomplete or partial compliance of the Web service with the Specifications, which must be reproducible.
15. **Report:** any request for support from the NX Service Desk.
16. **Report Category 1:** the Web service is completely unreachable due to a Defect in which none of the functions of the Web service is accessible.
17. **Report Category 2:** a Defect that generates a serious application error, which may jeopardize the progress of an essential processing period but does not bring the entire Web service to a standstill. Whether or not via some adaptation or diversion can still be done with a large part of the Web service.



18. Report Category 3: a non-substantial problem in the Web service that does not require an immediate response from NX.
19. Report Category 4: all questions or requests for information about the use of the Web service.

#### Article 2: Support

1. Client and Supplier(s) are entitled to support from the service desk during Service Hours.
2. The Client can enlist End Users in following a training regarding the use of the Web service. Training must be agreed in accordance with article 2.3.
3. The Client and NX can agree additional services separately and in writing which services are performed at the applicable NX tariffs. NX will make every effort to execute such services with due care in accordance with these agreements and procedures recorded with the Client in writing.

#### Article 3: Service Desk

1. The service desk is available by phone during Service Hours.
2. The service desk can be reached by e-mail 24 hours a day, to be dealt with during Service Hours.
3. The following response times apply during Service Hours:

Category 1: 4 hours;  
Category 2: 8 hours;  
Category 3: 24 hours; and  
Category 4: 2 working days.

NX makes every reasonable effort to fully restore the Web service within these response times or to offer an acceptable work-around. In the latter case, NX will make maximum efforts within the Service Hours to timely replace the work-around with a definitive solution within the Web service:

- Category 1: in 90% of the cases within 1 working day (NX is automatically informed about a Report Category 1);
- Category 2: in 90% of the cases within 1 week;
- Category 3: in 90% of the cases as part of the next release;
- Category 4: not applicable.

#### Article 4: Hosting

NX uses datacenters for the NX Platform located within the United States of America (USA).

#### Article 5: Availability

1. NX guarantees a minimum availability rate (up-time) of 99% for the Web service outside the exclusions (see article 6).
2. The availability rate is calculated as follows:  
 $100\% * [1 - (\text{number of minutes of failure} / \text{total minutes per month})]$
3. The availability of the Web service is measured every five minutes.

#### Article 6: Exclusions

1. The availability defined in this SLA does not apply in the following situations:
  - a) During the regular service windows; these are Web service interrupting service windows which will not be scheduled more than twice a month outside the Service Hours, which will not last longer than 4 hours and will be announced in advance.
  - b) In case of Defects as a result of force majeure.
  - c) Any Defects/or disruptions as a result of actions by the Client.
  - d) The unavailability of the Web service at its own request, and/or the unavailability of the Web service during activities at the request of the Client.
  - e) In case of Defects due to a failure in the telecommunications structure/connections.



f) In case NX, when determining or isolating the Defect, requires assistance from the Client that the Client cannot provide for reasons that are at risk of the Client.

Article 7: Transition and data retention

1. Upon termination of the Agreement, NX will close access to the Web service for regular use on the end date.
2. With a maximum of 2 End Users, the Client will have access to the Web service for 1 month after termination for the purpose of exporting the desired Data.
3. The Client exports Data via the standard functions.
4. The Client's Data will be kept for 6 months after termination. After 6 months, NX will remove the Data and issue a written confirmation.
5. If and insofar as agreed in writing, the Client shall have the option of extended data retention on termination of the Agreement for a period of a maximum of 6 years after termination on payment of an amount equal to 8% of the most recent User Fee. If the Client wishes to make use of this extended data retention, this must be formalized within 6 months after termination.

Article 8: Backup

1. NX makes standard backups of the database of the Web service. For this purpose, a backup copy of the database is made daily.
2. In the event of a calamity, NX guarantees that the data loss for the Client amounts to a maximum of 1 working day (RPO - Recovery Point Objective).

Article 9: Audit

After permission from NX there is the possibility for the Client to perform penetration tests. Penetration tests can only be carried out in consultation with NX in order to prevent disruptions of the Web service.

Article 10: Consultation and escalation

1. Regarding consultation and escalation, the persons/functions of NX concerned are:

Level	Title
1	Team Captain Service Desk
2	Account Manager
3	Managing Director NX

2. Regarding consultation and escalation, the persons/functions of the Client concerned are:

Level	Title
1	1 <sup>st</sup> contact person
1	2 <sup>nd</sup> contact person
2	Contract Manager
3	Responsible Procurement Officer (Client)

3. If desired by both parties, contact persons of the Client and NX will be recorded in a file of agreements and procedures.
4. Disputes arising over the operational execution of the Web service are initially handled by those involved at level 1.
5. If the parties involved cannot resolve a dispute at a level, the dispute will be submitted to the parties involved at a next level.
6. Ultimately, it can be decided to submit the dispute at the latest to level 3, the escalation level.



## Appendix D. Cooperative Purchasing Program (Piggyback Clause)

### Piggyback Clause

For the term of the agreement and any mutually agreed extensions pursuant to this request for proposal (RFP Number: 1902-298), at the option of the vendor, any public corporation or agency, including any county, city, town, or school district, or other special district/authority/agency within the United States of America may purchase at the same price as quoted in the pricing table (Table 1, Negometrix3 - Solicitations Module) and (Table 2, Negometrix3 - Contract Management Module), Purchase Request Form, and upon the same terms and conditions (Appendix B).

#### 1) Lead Buyer Licenses

Lead Buyer License		
Number of Licenses	Cost per License	Cumulative Price
1	\$3,900	\$3,900
2	\$3,100	\$7,000
3	\$2,800	\$9,800
4	\$2,500	\$12,300
5	\$2,300	\$14,600
6	\$2,200	\$16,800
7	\$2,100	\$18,900
8	\$2,000	\$20,900
9	\$1,900	\$22,800
10	\$1,900	\$24,700
11+	Custom Pricing	

Table 1: Solicitations (e-bidding) “Lead Buyer” License(s)

Note: We differentiate between the actual purchasing professionals and all other users. Purchasing professionals (‘Lead-buyers’), need a named user license. All other users (e.g. initiators, evaluators, auditors, approval managers, etc) use Negometrix free of charge.

## 2) Contract Management Licenses

Contract Manager License		
Number of Licenses	Cost per License	Cumulative Price
1	\$2,800	\$2,800
2	\$2,500	\$5,300
3	\$2,100	\$7,400
4	\$1,700	\$9,100
5	\$1,500	\$10,600
6	\$1,500	\$12,100
7	\$1,500	\$13,600
8	\$1,500	\$15,100
9	\$1,500	\$16,600
10	\$1,500	\$18,100
11+	Custom Pricing	

Table 2: Contract Manager License(s)

Note: Negometrix' s Contract Management license is separate from the Lead Buyer license (Solicitation Module). In most organizations the sourcing team and contract managers work closely together but have different responsibilities. Both modules can therefore be operated and licensed independently. Since both processes are highly related, most of our customers choose to activate both modules to experience higher efficiency gains.

Licensed users can assign an unlimited number of colleagues to view contracts, search within their own dashboard, evaluate KPI surveys, and receive notifications. The software is free of charge for all these stakeholders.

### 3) Purchase Request Form: \$1,500 (annual fee)

- Piggyback option:                      Granted
- Exclusions (if any):                   None
- RFP Number:                             1902-298
- Awarded Vendor:                      Negometrix USA Inc.



## Appendix E. Williamson County Vendor Reimbursement Policy

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### 1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

## 2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate; rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### 3. Meals

3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

#### 4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

#### 5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

#### 6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## 7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## 8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## 9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## 10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries and services

- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.



1902-298  
Electronic Bidding &  
Contract Management Solution



## A. Transmittal Letter

March 20<sup>th</sup>, 2019

Negometrix Inc.  
81 Prospect Street  
Brooklyn, NY 11201

Negometrix.com  
(724) 888-5294  
FEIN: 82-5265226

Mathieu Tebele  
917-561-1716  
[mathieu.tebele@negometrix.com](mailto:mathieu.tebele@negometrix.com)

Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, Texas, 78626

Dear Mr. Skiles,

Thank you for considering Negometrix in this Request for Proposal. Founded in 2000, Negometrix has 19+ years of experience in providing a broad, yet deep web-based solution for e-Procurement, sourcing, and contract management. The company started as an intelligent multi-criteria decision-making tool for procurement professionals within the European public sector, and over the years has grown to become a market leader within the European public and healthcare sectors. During this time, Negometrix has expanded to the United States where it has been focusing primarily on the public sector.

The Negometrix online Purchasing & Contract Management solution is trusted by 400+ public organizations worldwide. Of Dutch origin, our corporate headquarters are in Utrecht, Netherlands with a regional office in Sofia, Bulgaria, and US headquarters in Brooklyn, NY. Negometrix USA Inc. is a Delaware State registered "C" Corporation. Current Negometrix customers include national ministries, state offices, cities, towns, municipalities, cooperatives, hospitals, and universities, in addition to privately held companies.

Over the years, Negometrix has grown its platform into the perfect digital solution for the entire strategical purchasing process. With 75+ full time employees, Negometrix has the resources and experience to swiftly and professionally onboard any new organization in using our software. Negometrix is committed to provide the services required by the county.

Sincerely,  
Mathieu Tebele

A handwritten signature in black ink, appearing to read "Mathieu Tebele".

Confidential

V 1.0

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## C. Executive Summary

As one of the fastest growing counties in the United States of America, Williamson County seeks emerging technologies to compliment its fast paced growth. The county issues roughly 120 Solicitations per year, and has a purchasing team of 10 employees to manage these solicitations. The procurement team is responsible for purchase requests from 64 departments, and is additionally responsible for the management and administration of all county contracts. In this Request for Proposal, Williamson County seeks a cloud-based solution for e-bidding and contract management. The county lists specific requirements in which Negometrix details how its platform not only meets the needs, but will help the County move to a more efficient and transparent way of working. Negometrix offers one fully integrated solution that covers the entire procurement process from department request all the way to managing vendor contracts, including every sourcing step in between.

In order for Williamson County to better familiarize themselves with Negometrix, we provide a brief company history as part of the executive summary below.

### Company History:

Negometrix was founded in the year 2000. At that time, innovation and technology lacked in a field where trillions of taxpayer dollars are spent by federal, state, local, municipal, and semi-governmental agencies. For years, agencies relied on paper and basic tooling such as microsoft excel and microsoft word in order to conduct their day to day work – work that has so much at stake.

In 2000, Jan Siderius, the founder and CEO of Negometrix, developed the first version of the Negometrix software. Jan teamed up with thought leaders from accross the industry in order to incorporate such detailed procurement functions in the software – functions no other software contains. The focus in developing one of the first softwares dedicated to the public procurement process included transparency, efficiency, cost savings (for both buyers and vendors), as well structure, and ease of use.

After valuable feedback, proper analysis, and system upgrades, Negometrix truly took off in its home country, The Netherlands. The company's headquarters is based in Utrecht, Netherlands, where Negometrix currently employs 50+ full time consultants, account managers, product innovators, and sales representatives. The company grew slowly but steadily, and improved upon its technology after every implementation and feedback from every client. What was once started as a tool to compare pricing, now covers the full scope of procurement; sourcing, evaluating, awarding, contracting, and performance monitoring. There is not a single procurement function that is not part of the Negometrix workflow. We credit this to the feedback received by buyers and constant improvements to the software.

Today, the Negometrix software is trusted by strong references such as The Dutch Ministry of Defense, The City of Amsterdam, City of Rotterdam, The Amsterdam Schipol International Airport, 8/12 Dutch public hospital, and hundreds of other public organizations across Europe and the United States. Negometrix transformed their home country into a global leader in procurement, as it boasts high levels



of supplier participation, industry leading technology, and a fully integrated and perfected procurement workflow, vetted by procurement professionals from 400+ organizations.

While Negometrix realized great success in the Netherlands, the internal development team (25+ full time developers) headquartered in our office in Sofia, Bulgaria began selling the product to their own government. This proved to follow the same process. At first some few agencies signed on, and slowly but surely, Negometrix wound up as the exclusive e-Procurement and Contract Management software provider of the Bulgarian Federal Government, and Ministry of Finance.

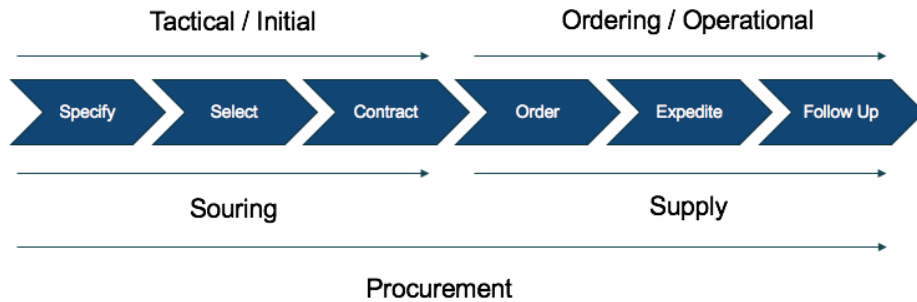
In 2017, Jan Siderius was invited to speak at the NIGP conference in Salt Lake City, Utah. This is where Jan learned just how behind the USA is in its procurement practices. Less than a year after this conference, Jan opened the company's first USA office in Brooklyn, New York. After half a year, Negometrix is beginning on the same path that our Dutch branch has. Negometrix USA already has strong references such as:

- The County of Monterey, CA
- The Town of Palm Beach, FL
- The City of Leesburg, FL
- New York State Office of General Services, NY
- Maryland Stadium Authority, MD

Our current customers are proud to be the first group using the software within the United States. They conduct all procurement practices via the platform and have been thrilled with the results. The United States Public Procurement community is beginning to slowly realize the unique and professionally developed software dedicated to public procurement which is the Negometrix Platform. The contact information and scope of work of some of our US clients has been listed in Section F, "References".

## The Negometrix Platform

After years of research, development, feedback, and testing, Negometrix has developed a one stop shop designed for all Public Procurement Agencies; The Negometrix Platform. From our study, we found that the procurement process starts with an internal employee having specific needs. During the tactical (sourcing) process, those needs are specified, the best supplier(s) in fulfilling those needs are selected, and consequently a contract is drawn up.



Source: Prof. Dr. Arjan van Weele

**Figure 1: Overview of the Procurement Process**

The sourcing process can thus be divided into three phases:

1. Specification
2. Selecting
3. Contracting

Negometrix facilitates and supports all three phases. In our software, this is divided into three modules, which are designed to work together in a simple and structured manner. The three modules include:

1. Purchase Request Form
2. Solicitations Module (known elsewhere as sourcing, e-procurement, e-bidding)
3. Contract Management Module

Given the requirements listed by the county, and our rich experience in providing the requirements listed, we believe Negometrix will excel in working with Williamson County. Williamson County is rather advanced as compared to other public agencies across the country. The county is already utilizing an e-Procurement solution, and is familiar with e-Procurement functions. The county is now looking to extend upon its current e-Procurement solution, while also seeking a contract management solution. With Negometrix, this is all integrated into one solution, along with additional features and modules not requested by the county in its requirements. All additional features have been listed in section 1.3.1, as well as under certain listed county requirements. After the review of our proposal, we highly encourage for a demonstration, either on site or online, where we can show the county how simple yet powerful our product is.

We hope you enjoy reading this offer and feel free to reach out with any questions.



## Vendor Contact Information

### **Negometrix USA Inc.**

81 Prospect St.  
Brooklyn, NY 11201



#### **Sales:**

Ted Soepboer  
Telephone: (929) 217-0113  
Email: Ted.Soepboer@negometrix.com



#### **Support:**

Negometrix Service Desk  
Telephone: (724) 888-5294  
Email: servicedesk@negometrix.com



## D. Proposal Response To Criteria

### 1.3.0 Electronic Bidding System Requirements:

- Post and receive secure electronic bids/proposals

Yes. The Solicitations module allows for purchasing organizations to post any type of solicitation (RFP, RFQ, ITB, RFI, etc.) via the Negometrix platform. Williamson County can choose to publish the solicitation for public participation on the platform and/or can choose to invite only certain vendors.

Suppliers can access the solicitation via the Negometrix platform and can submit their offers/bids/proposals 100% digitally and secure.

The Negometrix "Lockdown" technology includes a vault feature which guarantees that the purchasing organization cannot view submitted offers (if a sealed procedure type is chosen) until after the deadline for submission (or a later specified opening of offers date).

- Ability to upload paper responses

Yes. The Negometrix platform is extremely flexible and allows for Williamson County to set up how they would like to receive responses. At the simplest level, the county can choose for vendors to simply download documents, fill them out, and upload their responses. The system also allows, and in fact encourages more structured responses, which include digital forms where vendors can answer requirements with yes/no, multiple choice, open questions, table questions, and more.

If any vendor were to respond with hard copy paper, the system allows for the ability for the agency to then submit the paper response to the system (where it will still be factored in the digital evaluation module).

- Vendor registration portal (Managed by system provider)

Yes. Vendor registration takes place on the Negometrix platform. See the link below for the Negometrix Vendor Registration:

<https://platform-us.negometrix.com/Registration.aspx>

Each user in the system belongs to an organization. For vendors, this means one user registers the company and provides the necessary information. Once registered, the supplier can add colleagues to the company profile. The added colleagues create their own username and password under the company profile. This way, all suppliers can work collaboratively with distinct roles and permissions per solicitation.



A supplier must have an account in Negometrix to participate in a solicitation. Registering on the platform will take less than two minutes. Suppliers can then enlist themselves to receive alerts when solicitations are published based on the commodity code(s) (includes NIGP Codes) they select. Available features for vendors include (but are not limited to):

- Alerts on new solicitations nationwide, based on their commodity code(s)
- Participating in solicitations
- Digital submission of offers
- Use of the Service Desk (immediate assistance during business hours by phone, chat, or email)
- Automated check on completeness and responsiveness prior to submittal
- Easy to use Question & Answer module
- Integrated messaging and document administration

Negometrix offers these services to suppliers free of charge. This increases participation in solicitations and lowers cost for suppliers which translates to lower prices for purchasing organizations.

### **Additional Feature: Vendor Pre-Qualification Systems**

As part of the Negometrix Software Suite, agencies have the ability to digitalize and automate their pre-qualification process through a custom-made portal with agency specific requirements. Vendors submit their online applications which are then sent to your dashboard for review and approval. The approved list of pre-qualified vendors can receive exclusive access to solicitations.

Benefits:

- Easily invite prequalified vendors to participate in solicitations
- Manage customized categories and qualifications
- Report & Export vendor data & vendor list with one click
- Automate the award and rejection process
- Use for products, services, or hiring external talent
  
- Ability for agency to create vendor profiles if needed

Yes, however the vendor registration is simple and intuitive. Any vendor who may have questions regarding creating a profile and finding county solicitations can call, email, or chat with our Service Desk. Additionally, Negometrix creates support guides for each client's supplier base.

If Williamson County would like to import a complete database of vendors, Negometrix will assist in creating a bulk email invitation to register on the platform. Inviting the vendors to register themselves for Negometrix helps familiarize them with your new way of working. This will increase participation and eliminate the risk of copying old data into your new environment.

See the below link for an example of a supplier registration guide created for the Town of Palm Beach, FL:



<https://townofpalmbeach.com/DocumentCenter/View/10481/Palm-Beach-Vendor-Registration-Guide?bidId=>

- Support use of 5-digit NIGP commodity codes

Yes. The 5-digit NIGP commodity codes are integrated into the Negometrix platform.

- Integrated website solution for posting of public information (i.e. Bid Tabs, Vendor Registration, Historical Information, etc.) with the ability to add post-award documents if required

Yes. Each purchasing organization using the Negometrix platform receives a "Public Company Profile". The Public Company Profile contains all active solicitations, closed solicitations, and planned solicitations. Williamson County has the ability to post bid tabs, award documents, and other related information within each solicitation. **The Public Company Profile can be integrated with Williamson County's website.**

The Public Company Profile also contains a contracts tab in which the county can choose to publish awarded contracts.


In the figure below you can see an example of the Town of Palm Beach's Public Company Profile on the Negometrix Platform (this can also be accessed using the following link: [Town of Palm Beach Company Profile](#)):



Company:  
**Town of Palm Beach**  
 Federal Employer Identification (FEI) Number: 59-6000402  
 Tax number: 85-8012621666C-5

Default address:  
 Town of Palm Beach Main division  
 951 Okeechobee Rd. West Palm Beach, FL 33401  
 33480 Town of Palm Beach  
 United States (US)

Main contact person:

 Solicitations Palm Beach  
 (561) 838-5406  
 solicitations@townofpalmbeach.com

Published Solicitations Public contracts Public purchasing policy

Current Solicitations		All Solicitations	Closed Solicitations	Planned Solicitations		
Publication status	No.	Name	Phase	Participate until		
3	1213	<a href="#">Bid No. 2019-14 - Annual Curb, Bollard and Tire Stop Painting</a>	Offer phase	18 Mar 2019 2:00 PM	<a href="#">View</a>	
3	1218	<a href="#">Bid No. 2019-12 - Tree Trimming Services</a>	Offer phase	19 Mar 2019 2:00 PM	<a href="#">View</a>	
3	1247	<a href="#">RFQ No. 2019-15 Dockage System Design &amp; Manufacturing Capability for Town Docks Replacement</a>	Offer phase	2 Apr 2019 2:00 PM	<a href="#">View</a>	
3	1210	<a href="#">RFP No. 2019-10 - Worth Avenue Maintenance</a>	Offer phase	2 Apr 2019 2:00 PM	<a href="#">View</a>	
3	1281	<a href="#">Bid No. 2019-17 - Skees Road Landfill Improvements</a>	Offer phase	10 Apr 2019 2:00 PM	<a href="#">View</a>	
3	1242	<a href="#">RFQ No. 2019-13 -Civil Engineering Consultant</a>	Offer phase	10 Apr 2019 3:00 PM	<a href="#">View</a>	
3	1279	<a href="#">RFQ No. 2019-16 - Mid-Town Seawall Design &amp; Construction Management Services</a>	Offer phase	10 Apr 2019 4:00 PM	<a href="#">View</a>	
3	0125	<a href="#">Bid No. 2019-07 - North Fire Station Re-Roofing</a>	Offer phase	11 Apr 2019 2:00 PM	<a href="#">View</a>	

Figure 2: Public Company Profile Overview



All communications regarding this solicitation will be handled by this Town representative.

**ASSISTANCE & SUPPORT**  
Attached below is a file titled 'Getting Started in Negometrix - Supplier Guide'. This file will provide useful information in how Suppliers use the system to obtain the solicitation information and submit their own Solicitation Response. Suppliers may also contact the Negometrix support desk at the number provided.

**Negometrix Support Contact:**  
(Technical) Assistance (Mon - Fri: 8 am to 6 pm)  
Negometrix Service Desk  
Telephone: (724) 888-5294  
Email: servicedesk@negometrix.com  
link to the 'help' page  
Generate hyperlink twitter

[Generate hyperlink](#)

Documents:

How to register on Negometrix.pdf 442 Kb	<a href="#">Download</a>	<a href="#">Preview</a>
NEGOMETRIXGettingStarted.pptx 1717 Kb	<a href="#">Download</a>	<a href="#">Preview</a>
RFB 07-2019 - SOIL TESTING - TOWN OF PALM BEACH PAR 3 GOLF COURSE.pdf 213 Kb	<a href="#">Download</a>	<a href="#">Preview</a>

Type: Sealed without Preselection  
Published on: 30 Nov 2018 3:04 PM  
Offer phase: 30 Nov 2018 1:00 PM — 11 Dec 2018 2:00 PM  
Information about contract: [RFB 07-2019 Soil Testing - Town of Palm Beach Par 3 Golf Course](#)

**Additional Information**

Created on: 20 Dec 2018 9:47 AM  
Tabulation sheet Soil Testing

Tabulation Sheet - Optional Services 7 Kb
Tabulation Sheet 35 Kb

**Figure 3: Example of a posted Bid Tabulation within a Solicitation on the Negometrix Platform**

Williamson County is in full control of which information they decide to publish on the Public Company Profile.

- Ability for agency to administer all bid documents

**Q&A: “The solution should allow for us to administer all bid documents in the system and make changes at any time as necessary.”**

Yes. The Negometrix software allows for Williamson County to administer all bid documents in the system and make changes at any time as necessary.

- Ability to post multiple bid documents to a solicitation with no limit

Yes. Negometrix does not limit the number of documents that can be posted per solicitation, nor does Negometrix limit the amount of solicitations the county wishes to post.

- Automated creation of bid packages

**Q&A: “The solution should provide the ability for us to automatically generate a bid package after all of our documents have been uploaded. For example, if we upload 12 documents individually, before the bid is released the system should generate 1 PDF bid package with all documents included.”**



Yes. The system allows you to generate a PDF export of all documents posted into the bid package. If the county uploads 12 documents individually, the export can be selected and all 12 documents will appear in one PDF.

- Create and calculate tabulations based on vendor response

Yes. The Negometrix software automatically calculates tabulations based on vendor responses. After offers are submitted, the software ranks all of the responses based on price and quality criteria in an organized dashboard view for the agency. The ranking that the system uses is based on predetermined weights tied to each question/requirement that the buyer(s) have set. This, along with an award formula, and a price/quality ratio all factor into the automatic system tabulation of offers.

This process is further explained in "Proposal Evaluation Module" below.

Williamson County can access any report and tabulation simply by downloading the export from the system.

- Ability for vendors to post questions to a solicitation and agency to post response

Yes. The Negometrix software provides a unique way to maintain contact with suppliers during the procurement process. All questions asked by suppliers are automatically linked to the specific requirement within the solicitation. All other suppliers going through the solicitation criteria can see that another supplier asked a question on that section/requirement; helping eliminate double questions.

Questions can be either directly answered by the procurement professional or forwarded to a colleague with specific knowledge (subject matter expert) to answer. Colleagues that are assigned to a question can immediately begin answering these questions, temporarily save their answers before publishing, or even add other colleagues if they are not sure of the proper answer.

Whenever a response to a question is answered, the procurement professional leading the project can choose to either publish it directly or set the answer as "ready for publication" and publish it together with answers to other questions at one point in time. The project leader can also choose to edit the question response before publishing it to the public.

The Q&A module automatically notifies the procurement professional when new questions are posed and notifies the suppliers when new answers are published. This ensures that all participants are always up to date.

Other options in the Q&A module are:

- Anonymizing names of suppliers
- Ability to add individual questions, not visible for other suppliers



Question status	Internal number	Question title	Related to	By	Received on	Posed during	Assigned to	Select page	Expand all
!	9.	Local Vendor Preference:	1.1.2.	Supplier D (demo)	21 Nov 2018 3:02 PM	Offer phase	Louis Shalam	<input type="checkbox"/>	+
✓	8.	Terms and conditions article GT-34 Published with Number #2, on 26 Nov 2018 4:28 PM	1.7.2.	Supplier E (demo)	21 Nov 2018 2:59 PM	Offer phase	Marianne van Dijk		+
✓	7.	Score of Letter of Interest Published with Number #1, on 26 Nov 2018 4:26 PM  Question: Is the Letter of Interest being scored? (Can you get point?) If yes, could you please inform us how to get the maximum amount of points?	1.1.1.	Supplier C (demo)	21 Nov 2018 2:55 PM	Offer phase	Marianne van Dijk		-
✓	5.	supporting documents or screen captures Published with Number #3, on 26 Nov 2018 4:32 PM	1.4.1.	Supplier A (demo)	21 Nov 2018 2:51 PM	Offer phase	Marianne van Dijk		+

Export "Question & Answer" list      Publish questions only      Assign questions

Download import sheet (answers only)

**Figure 4: Question and Answer Dashboard**

In the screenshot above, you can see all questions asked in this solicitation. The orange exclamation point on the left-hand side of the first question indicates that this question has not been published yet. The green check icons on the left-hand side indicate that the questions have been answered and published.

- Proposal evaluation module

Yes. Negometrix is best known for its powerful evaluation functionalities.

For simple bids, where low price wins, the system compares all prices in one dashboard, with the ability to export the information in PDF or Excel for tabulation (or reporting) purposes.

For more complex solicitations, where quality is also a major factor, Negometrix excels in calculating the quality score of each response together with the price. Buyers have the ability to add predetermined weights to each question within the solicitation, and depending on the answers provided by the vendors, the system calculates the score based on your team's evaluations and/or automatically (questions that don't need evaluation from your team. ex: yes/no question).

Evaluating and scoring vendor responses is very intuitive. The lead buyer of each solicitation has the ability to add evaluators and assign them questions. Every individual evaluator will log in and be presented with only the questions he/she needs to evaluate. The permissions for each evaluator are set by the buyer. Evaluators see the question/criteria from the RFP text, the scoring rule, and the responses to that question from the vendor. Such rules could be a simple yes/no evaluation, a multiple-choice



evaluation (e.g. Excellent, Good, Fair, Insufficient), numeric grading or any other type of evaluation. (Scoring rules can be saved and pulled from organization-wide templates.)

Evaluators scroll through the offers, provide their score and feedback horizontally (all supplier's responses by question) or vertically (offer by offer). Evaluators cannot see the evaluations of other evaluators. You also have the option to hide all pricing during the evaluation phase as well as the name of the suppliers (optional). All evaluations are logged, saved and averaged (while signaling outliers).

At any time, the lead buyer can monitor the progress of all evaluators through a dashboard and can create tasks or reminders accordingly.

Evaluators progress

Evaluator	Company	Not evaluated	Total to be evaluated	Select page
<a href="#">Louis Shalam</a>	Negometrix USA Demo	0	6	
<a href="#">Jan Siderius</a>	Negometrix USA Demo	0	6	
<a href="#">Mathieu Tebele</a>	Negometrix USA Demo	0	6	
<a href="#">Marianne van Dijk</a>	Negometrix USA Demo	0	6	

[Export evaluators progress](#)

Figure 5: progress monitor evaluation committee

The tabulated scores can be shown in one overview and/or exported (e.g.: during a consensus meeting).

1.5.1. All answers are evaluated Weight: 20%  
Worst: 0.00  
Best: 10.00

Upload literature describing the products being proposed. The City expects the literature, at a minimum, to include the following information:

- Pictures of all products proposed in your pricing.
- Detailed description of products.
- Intended use of product.
- If 'green' product, what makes item 'green', including any certifications of product.
- Cost per use if available.

No questions through Question & Answer

[Pose a question to the buyer](#)

**Evaluation method:**

Value Worst: 0  
Best: 10  
Unit: Score

View: [All answers](#) | [Not evaluated](#) View: [Evaluation value](#) | [Score](#) [Evaluate multiple evaluations with equal value](#)

Offer	Answer	Louis Shalam (33.33%)	Jan Siderius (33.33%)	Mathieu Tebele (33.33%)	Score
<p><b>Supplier B (demo)</b></p> <p><a href="#">Edit summarising comment</a></p> <p>Comment date: 29 Nov 2018 1:45 PM</p>	<p>Documents:</p> <p><a href="#">Product Literature.pdf 178 Kb</a> <a href="#">Download</a>   <a href="#">Preview</a></p>	9	7	8	16%
<p><b>Supplier D (demo)</b></p> <p><a href="#">Edit summarising comment</a></p> <p>Comment date: 29 Nov 2018 1:47 PM</p>	<p>Documents:</p> <p><a href="#">D catalogue.pdf 15 Kb</a> <a href="#">Download</a>   <a href="#">Preview</a></p>	2	5	6	12%

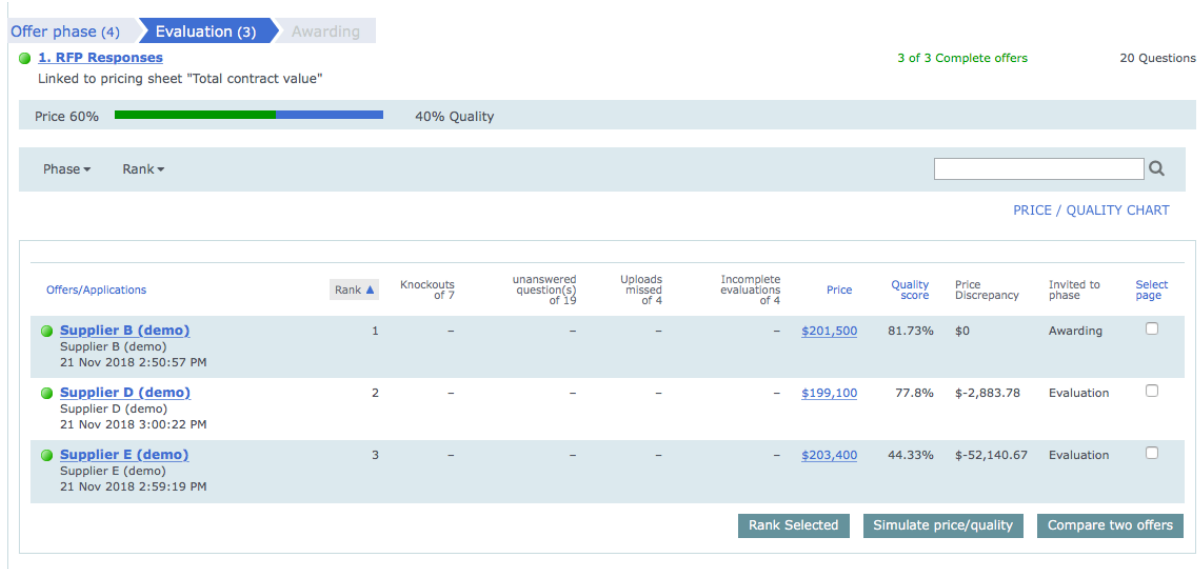
*Note: Callout for Supplier B: The product literature is very detailed and contains all of the information that was asked for.*

*Note: Callout for Supplier D: All the information we asked for is there, but it doesn't describe much details about the products.*

Figure 6: Example of evaluations overview in consensus view



In the end, the buyer will see a comparison table of each bid/proposal with the price and quality score of each vendor. This screen can be seen in the figure below:



**Figure 7: Automated Evaluation – Offer Comparison Table**

In this figure, there is a price/quality ratio of 60/40. This is adjustable per solicitation, as has the ability to select integrated award formulas. There are 8 different award formulas which can be used to calculate the best offer based on the County's needs. These award formulas have been professionally developed by industry leaders across the globe.

The system ranks vendors based on the price & quality of offers with the associated formula or evaluation method selected by the buyer(s). For example, in Figure 4 above, Supplier B does not have the lowest price, however the quality score which is weighted as 40% of the overall proposal pushes their offer above Supplier D who was the low bidder. The quality score is calculated based on the vendor responses of each weighted criteria set by the buyer(s).

This rich and extensive evaluation module provides clear efficiency gains for the procurement staff.

- Online pre-bid/pre-proposal meetings

The current off-the-shelf solution does not have an integrated pre-bid conference hosting functionality. However, within the planning of each solicitation a pre-bid conference can be included. The schedule can be exported into a .csv file and imported into the user's (buyers & suppliers) agenda. Also, notifications can be set to inform the participants about the upcoming event. For the online conference itself a separate tooling should then be used. If the County finds this integration of critical importance, Negometrix is able to integrate this at additional cost.



- Electronic awarding of solicitations

Yes. The Negometrix Award Communication Module can share the solicitation result with each specific supplier in a personalized email. This includes narrative and graphical feedback comparing the supplier with competitors (optional).

The lead buyer can decide on how transparent they want to be in sharing the outcomes. They can either share the results of all suppliers or compare the supplier with only the winning supplier. Figure 8 below shows the award communication settings. The resulting emails and tables can be templated for the specific buying organization.

Visibility settings | [Preview & Communication](#)

Settings regarding visibility of results to suppliers Edit

**Visibility of scores**

- Show only own score
- Show own score and score of awarded supplier(s)
- Show all scores

**Visibility of price and quality scores**

- Show price
- Show quality
- Show price deficit

**Level of quality scores**

- Show only total score
- Show group scores and total score
- Show question score, group scores and total score

**Visibility of names**

- Show only own name
- Show the name of the awarded supplier(s)
- Show all names

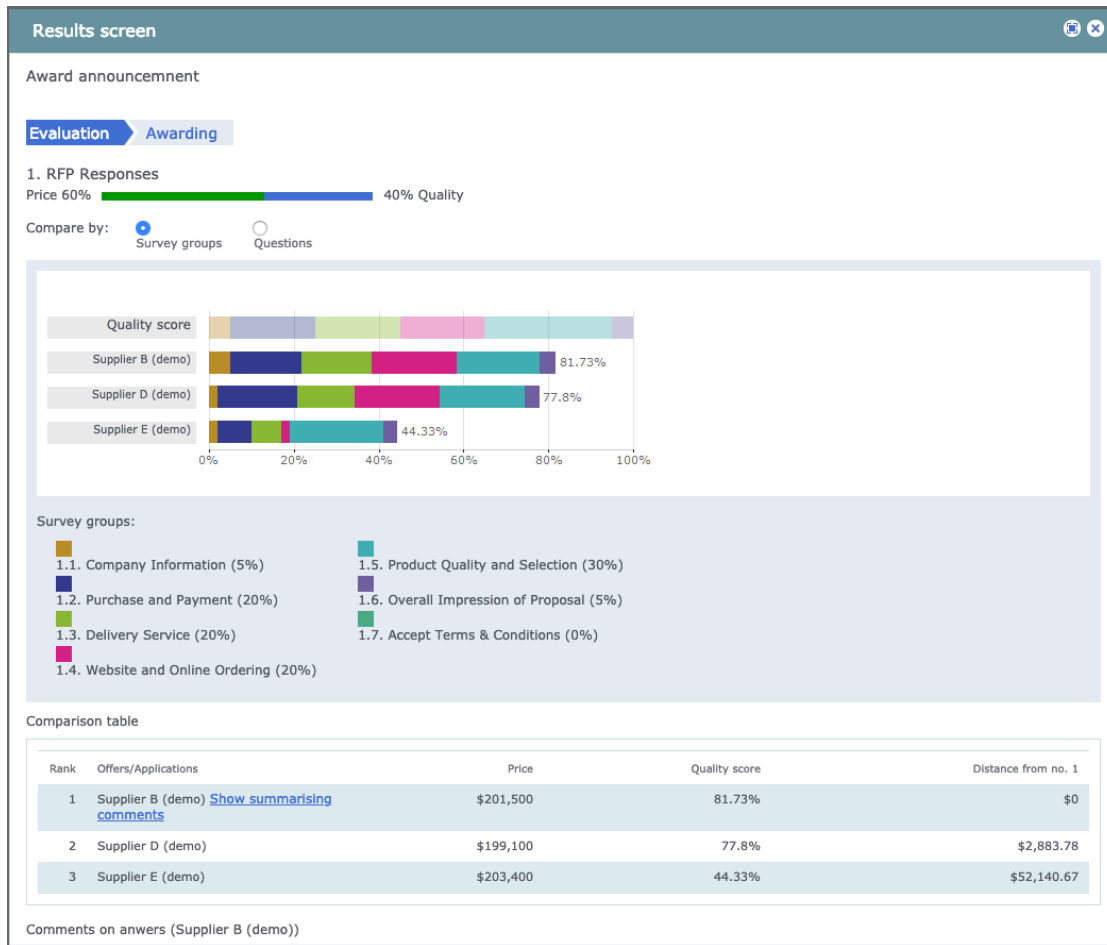
**Miscellaneous settings**

- Show rank
- Show the price of the awarded supplier(s)
- Show price quality proportion
- Show summarising comments

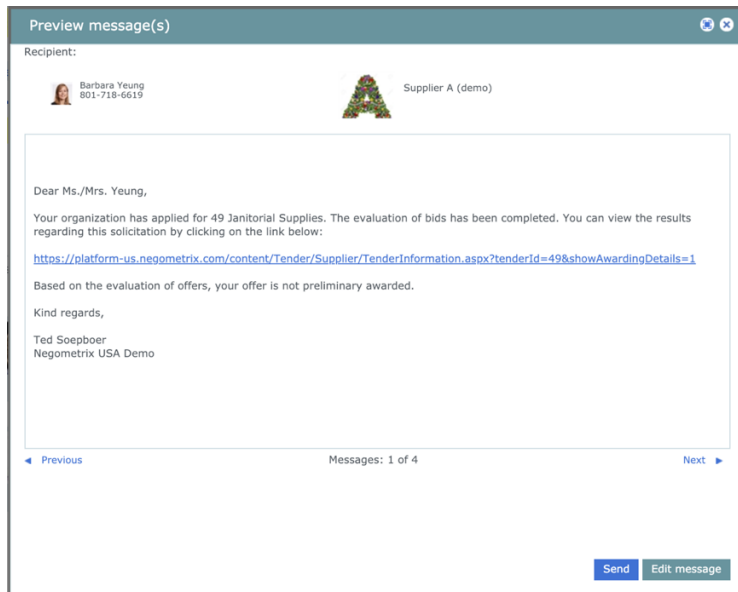
**Public comments**

There is no comment Edit

**Figure 8: Settings with regards to visibility in Award Communication**



**Figure 9: Supplier's view based on visibility settings**



**Figure 10: Automatically generated award email for 1 of the 4 participating suppliers.**

- Automated vendor notifications

Yes. Vendors are automatically notified on the following milestones:

- ✓ Bid posting per selected commodity code
- ✓ Invitation to solicitation/bid
- ✓ Questions & answers within the solicitation
- ✓ Offer submission
- ✓ Preliminary award
- ✓ Final award
- ✓ Messages received through the system

- Ability to create agency-based approval workflows

Yes. Negometrix facilitates for an internal approval workflow. There are four different steps within any solicitation that typically needs approval from management:

1. Purchase requests from department users (to be approved by purchasing)
2. Publish the solicitation online (and allow supplier access and submission)
3. Invite suppliers
4. Award the contract to supplier(s).

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During the set-up of the solicitation, you can indicate which agency user(s) need to approve at which stage. The process will then be paused until approval is granted by the designated person. The approval workflow can be stored into templates to assure that each process maintains the associated approval process. The lead buyer can also manually set the workflow for a specific process.

- Ability to differentiate construction and non-construction solicitations

Yes. The Negometrix platform provides the ability to differentiate between construction and non-construction solicitations. The software allows you to create any type of solicitation. These different solicitations can then be saved as templates and stored in the template library. Starting a new solicitation from a template is registered. If you create a new solicitation from scratch (without a template), the software allows you to label the solicitation type as desired. Keeping track of this information allows you to create reports on the different solicitation types.

- Ability to post and release addenda as required

Yes. The software provides the ability to post and release addenda as required. All suppliers connected to the solicitation will get notified on all new addenda.

- Ability to customize solicitation types (informal or formal)

Yes. The platform allows for purchasing organizations to create any type of solicitation (IFB, RFP, RFCSP, RFQ (Request for Qualifications, etc.) via the Negometrix platform. This includes both informal and formal solicitation types.

These procedure types can all be templated and re-used for the county's convenience.

- Customizable solicitation numbering system with auto generate capability

Yes. Each solicitation receives a unique system number. In figure 11 below, you will notice on the left-hand side the unique system number provided to each solicitation. Additionally, if the agency desires, they can add their own unique numbering to the solicitation in the title of the solicitation, or in the reference number field (figure 12). Only the system given number will auto generate, any customized number will need to be inserted to the reference number field manually.





the purchasing team's view. The purchasing team has the ability to accept or reject requests, and the system automatically notifies department stakeholders on the status of their requests.

If a request is accepted, the buyer has the ability to take the specifications from the request and create a solicitation out of it. The solicitation will pull the relevant information from the request form into a solicitation, saving the buyer countless hours of back and forth with the department user for specifications and details regarding their purchase.

**Figure 13: Purchase Request Form**

The Purchase Request Form is beneficial for many reasons:

1. Standardization of all procurement requests from within the organization. No more emails or calls and information getting lost in-between
2. Transparency. The software keeps all stakeholders up to date on their requests.
3. Integration into solicitation. Given that our modules are designed to work together, the Purchase Request Form can become translated into a live solicitation within the solicitations module
4. Approval Workflows. If requests need approvals, our approval workflow specializes in ensuring the proper individual(s) responsible for approvals receive the proper notifications of what and when they need to approve certain requests. This includes hierarchical approval workflows.

Functionalities include:

- Single Sign On (SSO)
- Configured in line with your organization's policies
- Automated approval workflows and notifications for new requests

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V 1.0



- Manage the entire purchase order process from request to contract
- Insights into your organizations purchasing dynamics

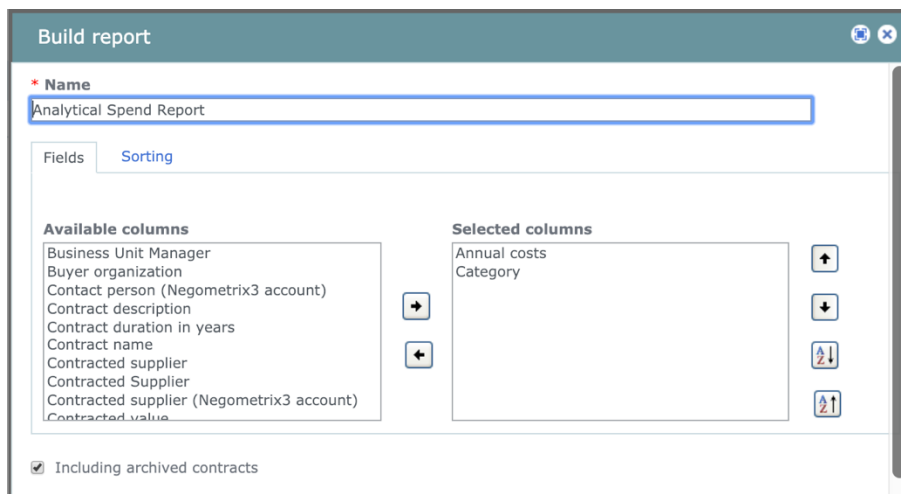
### ➤ Messaging

Negometrix is equipped with a complete messaging system. Communication with all suppliers, colleagues, and managers about the different projects can be done through the software. This way all communication becomes part of any project and is instantly available to those concerned. Communication is logged, stored and automatically attached to the project. The messaging system also gives users the ability to turn on automated email notifications for certain actions such as approaching deadlines, or new notifications, invitations, etc.

### ➤ Report Manager

In addition to the extensive standard reporting possibilities, Negometrix offers its 'Report Manager'. The Report Manager will allow for Williamson County to expand reporting using all data that enters the system.

The Report Manager allows users to easily assemble their own management reports on virtually all available information in the software. In addition to the pre-defined fields following from all workflows in the software, there may be "solicitation-specific data" (dynamic fields) that can be added to the customized reports. The flexibility offered by the dynamic fields makes reporting limited only to the extent of the report manager's imagination.



**Figure 14: Report Manager: Building a Custom Report**

Below is an enumeration of exemplary reports that can be generated by the report manager. During implementation and while using the Negometrix software our consultants can advise on how to implement and design reports to meet management needs. The below list is indicative and not limited.



- Overview of all procurement projects: planned, current and archived
- Overview of suppliers by purchasing process per category, product, services, and commodity-codes
- Overview of internal customers (per department) linked to their procurement projects
- Overview of member engagement per project
- Overview of realized savings per project (e.g. awarded versus budgeted values)
- Overview of participating and awarded suppliers per project
- Overview of total procurement volume per department, commodity-code, and/or supplier
- Overview of the Social Return rates (disadvantageous businesses) per project, procedure, procurement category, department, and/or Licensed Buyer

➤ **Templates and procurement policy**

The procurement policy of each organization can be implemented within the Sourcing Module by using templates. All templates are designed to reflect the specific procurement policy or the preferred way of working by the organization. Procurement professionals can now instantly create their solicitation in line with the procurement policy by using the templates. The use of templates can be set either voluntarily or mandatory by the administrator. These templates reduce the amount of manual work required by the purchasing professionals.

➤ **Calendar**

Negometrix offers a personal calendar functionality. This calendar is automatically filled with all events that are related to your user profile. For example, set tasks, manage expiring contracts, planned solicitations, or current solicitation.

My Profile

Profile Security Settings Tasks Reminders **Calendar** Exports Single sign-on

Calendar **NEW EVENT** Prev Today Next February, 2019 Month Week day

week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
5	28	29	30	31	1	2	3
6	4	5	6	7	8	9	10
7	11	12	13	14	15	16	17
8	18	19	20	21	22	23	24
9	25	26	27	28	1	2	3
10	4	5	6	7	8	9	10

**Approved Events**

- ✓ Start of Offer phase for solicitation Electrical Services
- ✓ Award phase for solicitation Professional Services - Airport Runway Rehabilitation
- ✓ Creation date for solicitation Treated Road Salt
- ✓ Creation date for solicitation District 1
- ✓ Creation date for solicitation District 2
- ✓ Creation date for

Figure 15: Personal Calendar within Negometrix profile



➤ **Capacity Planning**

Negometrix offers a solicitation planning functionality within every user profile. The user can estimate the required workload for each phase of the solicitation, so a capacity planning can be made for the project as well as the year. Using the solicitation calendar, announcements can be published and the actual solicitation can be prepared. For scheduled solicitations the project team can already be added (with associated roles), and the first planning can be added. In this schedule internal data can be included, and tasks can be assigned to them.

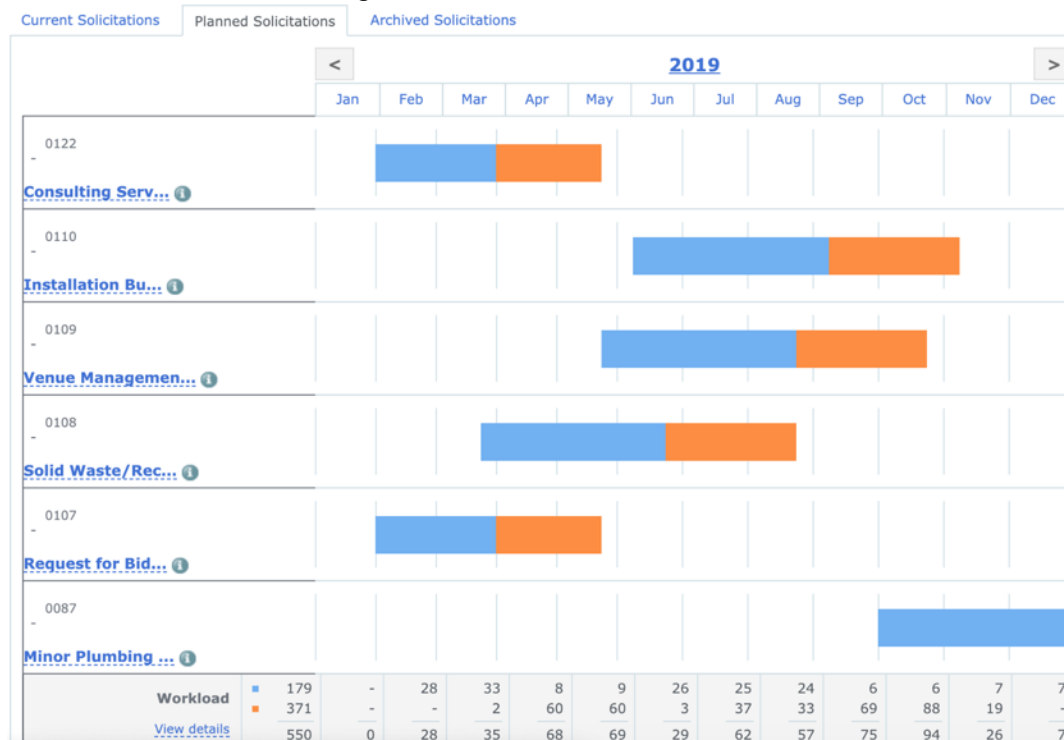


Figure 16: Planned Solicitations/Bid Schedule overview

### 1.4.0 Contract Management System Requirements

- System generated notifications for contract milestones (i.e. Expiration and renewal dates) and associated documents (i.e. Insurance Certificates, Bonds, etc.)

Yes. All contract milestones including expiration, renewal dates, insurance certificates, bonds, etc., can have system generated notifications turned on. When setting up your Contract Management environment together with a Negometrix consultant, Williamson County can choose to capture any relevant fields within the system. The County will then have the ability to set tasks and reminders for each of these



fields and select the date and time for the scheduled notification(s) to be pushed out (ex: 2 months before expiration).

- Customizable reports with ability to schedule reports to automatically run

Yes. Reporting is standard throughout the software. All data that enters the system can be exported and reported on via the report manager. This applies for the Contract Management module as well.

**For more information please view “Additional Features – Report Manager” on page 24 above.**

- Editable, customizable input fields

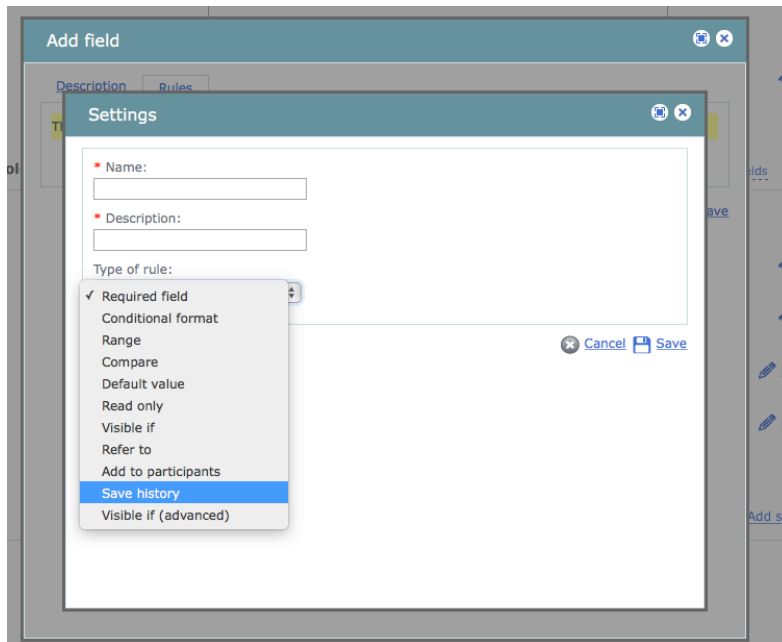
Yes. During implementation, a Negometrix consultant will set up the Contract Management environment for Williamson County. During this process, all fields relevant for Williamson County to capture will be added to the environment.

After implementation, the licensed users will be trained on how to manage the templated Contract Management environment. This will allow the licensed users to edit and customize input fields.

- Check in/out function and version control

Yes. Any field created in the Contract Management module can have a history rule added to ensure version control. For example, if a field is set for contracted value, you can add the history rule to it so that any time the data in that field is changed, you can see who changed it, when it was changed, and what was changed.

The same can be done for the contract document itself. The county will have the ability to track who, when, and what was changed within every contract.



**Figure 17: Save history rule (version control)**

- Searchable fields

Yes. All data fields can be searched upon within the search bar. See figures 18 and 19 below for how this looks in the system.



### Contracts

Current Contracts | Draft Contracts | Archived Contracts | Contract Templates | Manage Responsibilities

Search: maintenance

Create contract | Create filter

Negometrix USA Demo

2 contracts were found in Negometrix USA Demo including 6 subcategories with a total contract value of \$1,850,000.00

ID	End date	Category	Value	Manager	Supplier
42	31 Aug 2019	Building Maintenance (Published)	\$1,250,000	Ted Soepboer	Lithia Motors Inc.
48	19 May 2022	Elevator Maintenance (Published)	\$600,000	Louis Shalam	Sunshine Janitorial Services

Export all contracts | Report manager

Figure 18: Searchable Fields – Search on Name

Current Contracts | Draft Contracts | Archived Contracts | Contract Templates | Manage Responsibilities

Search: upstate

Create contract | Create filter

Negometrix USA Demo

1 contracts were found in Negometrix USA Demo including 6 subcategories with a total contract value of \$250,000.00

ID	End date	Category	Value	Manager	Supplier
52	12 Jan 2019	Catering for Business Meetings and Conferences (Published)	\$250,000	Jan Siderius	Upstate Catering Services

Export all contracts | Report manager

Figure 19: Search on specific field



- User defined permissions

Yes. Permissions can be set per user. See screenshots below for a list of rights (figure 20) and the permissions overview (figure 21)

Action	Permission
<b>Contract</b>	
View contract in overview page	✓
Edit contract	✓
Delete contract	✓
<b>Contract KPIs</b>	
Manage KPI surveys	✓
Manage checkpoints	✓
Evaluate KPI checkpoints	✓
View KPI results	✓

**Figure 20: Contract User Rights**

User	Role	Rights
Jan Siderius	Contract manager	Full Rights
Evert Jan Hubar		Contract Viewer
Ted Soepboer		No user role selected
James Jones		Contract Viewer
Mathieu Tebele		Full Rights
Michelle Obama		KPI Evaluator
Marianne van Dijk		Full Rights
Louis Shalam		Full Rights

**Figure 21: Company Permissions overview**

- Redactable options for public viewing



Yes. Each organization receives a Public Company Profile. Within the Public Company Profile, the organization can choose to publish contracts. The information that the organization wishes to publish within each contract is redactable and in full control of the county.

See section 1.3 E-Bidding Requirements “Integrated website solution for posting of public information (i.e. Bid Tabs, Vendor Registration, Historical Information, etc.) with the ability to add post-award documents if required” for an example of how this looks with the Town of Palm Beach, Florida.

- Workflow routing with electronic approval feature

Yes, Negometrix has a specific module that allows for approval workflows. These approvals can be set up for the solicitation module as well as the contract management module.

- Archive ability with the option to auto delete/purge

Yes, all contracts can be archived within the system. There is a designated archive tab for users to view all archived contracts.

Notifications/reminders can be set in regards to the deletion of contracts.

- System generated contract numbering with option to add unique contract numbers if needed

This works exactly the same as it does for the Solicitations Module. See “Customizable solicitation numbering system with auto generate capability” in section 1.3.

- Ability to integrate or interface with other software

Yes. Negometrix has a rich history of integrating with other systems. We use standard API’s that can easily communicate with other system. For several ERP systems we have already created this integration which can be re-used.

Negometrix has existing integrations with:

- ✓ Oracle
- ✓ SAP

**Negometrix can work with Williamson County to integrate with other existing systems not listed.**

- Electronic Signature

Negometrix does not currently integrate electronic signatures. For identification verification of submitters, we use a user id and password. In addition, we provide for Single Sign On integration with government repositories. Also, we can provide for IP-restrictions, making sure that only designated



computers are able to log-on to your Negometrix environment. Signed (electronically or scanned) pdf files can of course easily be uploaded onto the system.

Although electronic signatures are not currently in the software, it is included in our product roadmap.

- Contract negotiation feature

Yes. The Negometrix platform allows for Best and Final Offer (BAFO), where vendors can make edits without needing to exchange multiple emails with the county.

- Vendor Performance Reporting Feature

Yes. This is done through our KPI Surveys functionality

Within the Negometrix software suite, it is possible to conduct polling via our KPI surveys feature. Williamson County can send polling invitations to any colleague(s) within the organization (or to external parties) in which they can fill out these surveys after logging in to the secure platform. Once logged in, they can submit their responses and the lead buyer(s) can see the results through one simple dashboard. An example of a poll for a quarterly KPI evaluation of a vendor contract can be seen in figure 22 below:

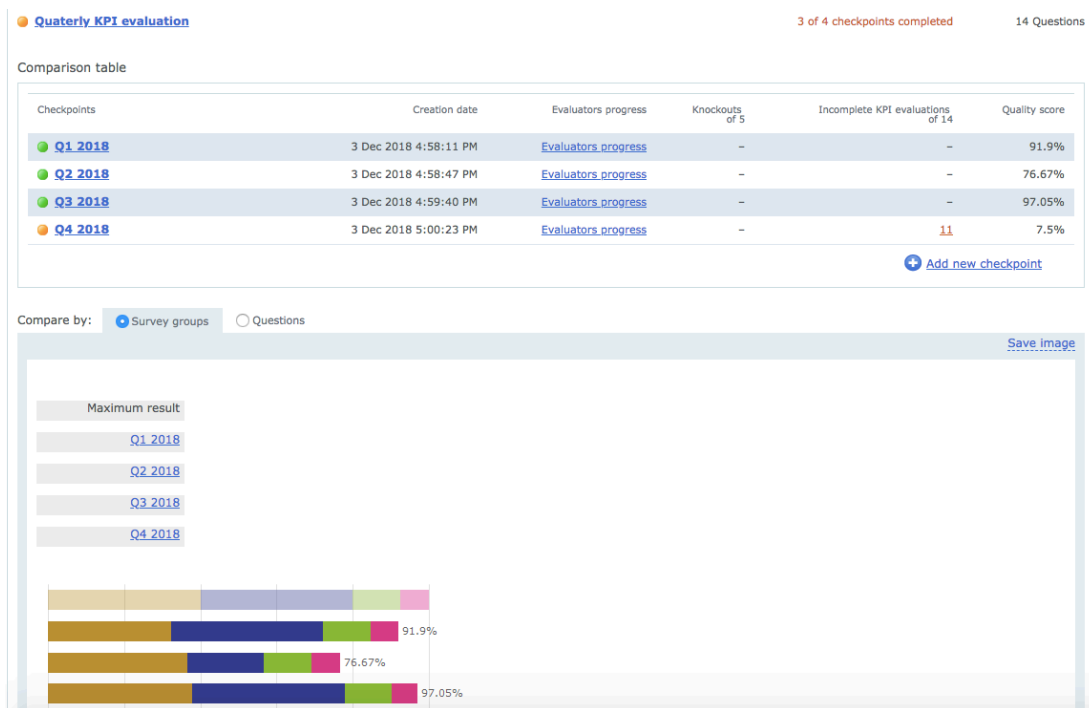


Figure 22: Polling & KPI's



Each poll can be set up with questions and requirements relevant to Williamson County.

- Drag and drop function for simple file uploads

Drag and drop is not available, however uploading documents can be done by clicking upload from stored system documents or clicking upload from PC.

- Ability to accept and upload various types of documents (Word, Excel, PDF etc.)

Yes. It is possible to accept and upload all document types, including but not limited to: Word, Excel, PDF, etc.

### 1.5.1 Cost

See section E, "Pricing" for the cost proposal.

### 1.5.2 Support & Maintenance

Vendor shall provide information and cost on support structure and service level agreements. Our expectation is to have online visibility of all open trouble tickets/enhancement requests.

The following Technical Requirements are considered Minimum Requirements as defined in section 1.3.3 of Additional Stipulations. **Any exceptions to these requirements shall be clearly stated in your response and alternative solutions must be defined.**

#### **1. The proposed solution must use standard encryption methods and levels (e.g. AES-256 bit)**

Yes. Negometrix uses AES-256 bit encryption methods.

#### **2. The expected uptime for the proposed solution is 99.9%. The solution must support high availability, redundancy or failover.**

Negometrix guarantees uptime of at least 99.9%. Below find our uptime over the past three years:

2016: 99.97

2017: 99.99

2018: 99.95

Given the guaranteed uptime of 99.9% (at minimum), the solution supports high availability, recundancy, and failover.



**3. Standard Change Management and Risk Management procedures must be followed, and proper communication provided to the county.**

Negometrix follows standard Change Management and Risk Management procedures.

For details regarding Change Management, please see Appendix A "Change Management".

For insight into our Risk Management procedures, please view the Implementation & Training Plan in appendix B

For communication please see requirement 8 below.

**4. In case of a Software as a Service, the hosting facility must be SSAE 16 compliant.**

Our hosting facility, Microsoft Azure, is SSAE-16 compliant.

**3. The proposed solution must function at minimum with the following web browsers:**

**a. Google Chrome**

**b. Mozilla Firefox**

**c. Microsoft Internet Explorer**

To access the Negometrix platform all one needs is functioning internet connection. Negometrix supports the latest versions of Microsoft Internet Explorer, Safari, Google Chrome and Mozilla Firefox. Older versions (and other browser) are possible but not guaranteed.

**4. In case data interfaces to other systems are requested, the solution must support standard interface encryption methods**

Yes, all communication is encrypted (SSL or TLS 1.2).

**5. To support county users the provider must use BOMGAR Privilege Access Management to connect to Williamson County.**

Negometrix will use BOMGAR Privelege Access Management to connect to Williamson County in order to support county users if needed.

**6. The proposed solution must provide robust and versatile reporting on the county's data. The provider must be able to provide a copy of the county's database within 30 days, if requested by the county and specify the format in which the database is to be delivered.**



In addition to the extensive standard reporting possibilities, Negometrix offers its robust and versatile 'Report Manager'. The Report Manager allows users to easily click together their own reports on virtually all available information in the software. The flexibility offered by using dynamic fields makes reporting limited only to the extent of the report managers imagination.

The County will be able to request .zip files to access any (and all) information from within the system. Zip files are sent to the requestor within 1 business day. The file formats inside the zip files are pdf, excel, txt etc.

For more information regarding the Report Manager, see section 1.2 under "Additional Features"

## **7. The proposed solution will be evaluated based on the following customer service KPIs**

- **First Response Time**
- **Reliability**
- **Average Resolution Time**

### **Calls and solution**

- First Response Time: ≤7 seconds
- Average Resolution Time: <2 hours
- Pickup rate >87.5% (<12.5% is abandoned by caller or voicemail)

### **Customer Satisfaction**

- Yearly rating reliability: buyer: 8.5, supplier: 7.5 (out of 10 points)
- Yearly rating Friendliness: buyer: 8.5, supplier: 8.0 (out of 10 points)
- Customer wow: Positive: ≥75%

## **8. Realtime alerts, notifications and communications relating to release updates, system downtime due to maintenance, unplanned downtime, and other related changes and news - items must always be available.**

### **Updates:**

Negometrix guarantees that the software is always up-to-date. Several times (usually 8) per year, an update with new or improved functionalities is pushed live to the Negometrix Platform. These new and improved functionalities are initiated by:

- Analysis of the Service Desk reports based on the users
- Negometrix User Advisory Board North America
- Trends and developments within the US purchasing sector
- Feedback from the Account Managers



Negometrix updates all users with published information regarding what is new in each update, and what this means for users. In addition to updating users before and after the update, Negometrix provides any necessary training or instruction documentation per each update.

**Maintenance & Downtime:**

Negometrix broadcasts system messages regarding system downtime due to maintenance. These notifications are posted throughout the system at a minimum of two weeks before the scheduled downtime. Scheduled downtime for maintenance and updates is always done during off-peak hours (non-business hours).

Although it is rare, in the event of unexpected downtime, Negometrix has a full time development team working around the clock to ensure the system is back up and running quickly. Additionally, Negometrix updates all affected users when the system is back up and running.

**9. The solution shall apply security measures at the time of login by user to avoid unauthorized access.**

Negometrix offers the following security measures at the time of login:

- Username + Password.
- Activation email (registration)
- Possibility for IP restriction.
- Possibility for Single Sign On
- Account will be temporarily blocked after 5 wrong logins
- Captcha texts
- County can control its own password policy (see figure x below)



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Define custom password and login policy:

Lock after number of passwords attempts:

Lock-out period (in minutes):

Minimum password length:

Password contains at least how many categories?:

Contains uppercase character:

Contains lowercase character:

Contains numerical character:

Contains special characters (\*&%\$#@):

History enforce:

Password validation (in days):

Contracted value:

---

User interface theme:

---

**Figure 23: Customizable Password Policy**

## **11. Use Azure Active Directory to integrate user accounts into Williamson County's system.**

Nego metrix does not offer this off the shelf, however with more details we can work with the county to ensure all accounts are integrated into the county's system.



**12. The system should have a capability to assign activities to roles, and map roles to users and provide role-based access to users.**

Negometrix provides these capabilities.

Rights and roles are an essential Negometrix functionality. There are two places to set rights and roles within Negometrix. The first is at the company level, where the "Lead Buyer(s)" can select which information in the system each user can have access to within their company.

The second level is per solicitation and per contract. Certain activities, such as evaluating, have pre-defined roles in which the Lead-Buyer can assign to users within the company. When users are assigned these specific roles, they will only be able to complete the activities that their role defines. In the case of an evaluator, the user will be assigned questions to evaluate from the solicitation. This way, all users only receive information relevant to them.

**13. The system should notify security/ system administrator regarding unauthorized access or attempt to access and record in a log with reporting mechanism.**

Negometrix records this information in its log files. For example, after incorrectly filling out the credentials more than 5 times the account will be blocked and the user receives an e-mail regarding the blocked account due to incorrect login attempts. Only with this email the user can unlock the profile.

**14. The system should have session management features which should automatic log-off the user if there is no activity for specified time period.**

The system contains session management features in which users are automatically logged off if they have been inactive for 2 hours.

**15. The system should have the ability to assign validation on specific fields based on entries in the data validation reference file.**

The system has the ability to assign validation on specific fields based on entries in the data validation reference file. Depending on the data field that is created, the system expects a certain input and will validate accordingly. There are also many rules that can be added to specific fields for validation (E.g. required field, conditional format, refer to, visible if, range, etc.)

**16. The system should provide features to schedule backup/ restore operations. The provider should ensure that activity such as proper Data Backup, Data Restoration, and Data Synchronization at Disaster Recovery site are tested and implemented properly as per the standard norms.**



The database files (.mdf and .ldf files) are stored in an encrypted form, just like the database backups. For the encrypted storage of the data we use Transparent Data Encryption (TDE). More information about this can be found here:

<https://docs.microsoft.com/en-us/sql/relational-databases/security/encryption/transparent-data-encryption-tde>

All our data is stored through Microsoft Azure. Servers are located in Virginia, USA. The datacenter is SSAE-16 audited.

**Database backup schedule:**

Full database backup – weekly

Differential database backup – Daily

Transaction log backup – Hourly

Retention period – 14 days

**17. The provider is responsible for keeping the county informed as soon as the dedicated resource allocated as the County's primary contact has changed.**

Negometrix understands and accepts responsibility for keeping the county informed as soon as the dedicated resource allocated as the County's primary contact has changed.

### 1.5.3 Implementation, Training, & Support

Please see Appendix B "Implementation, Training, & Support" Appendix 2 contains a full implementation & training plan, as well as information regarding our Service Desk. The cost of the implementation & training can be found in section E. "Pricing".



## E. Pricing

Negometrix offers its Software as a Service. The pricing to start working with the software can therefore be divided per module.

Please note that every module can also be used as a stand-alone solution, allowing you to implement our software incrementally and pay as you go. Negometrix offers discounts on each module when organizations choose to bundle them together, which is reflected upon in the pricing below.

### 1. Solicitations (E-bidding) Module

#### **Lead-Buyer License (annual cost):**

We differentiate between the actual purchasing professionals and all other users. Purchasing professionals ("Lead-buyers"), need a named user license. All other users (e.g. initiators, evaluators, auditors, approval managers, etc) use Negometrix free of charge.

The Lead-buyer license includes the ability to:

- ✓ Create an unlimited number of solicitations
- ✓ Add an unlimited amount of profiles for colleagues (without extra managerial or administrative fees) and set their rights in your organization's procurement activities.
- ✓ Publish solicitations for responses from suppliers (and/or by invitation)
- ✓ Activate and Manage the Question & Answer module.
- ✓ Manage the evaluations; Assign weights and scoring rules to response sections, assign evaluators, monitor progress, edit evaluations, and share results
- ✓ Template functionality. All types of Solicitation templates can be created for re-use in similar projects and to share with other users. They provide a quick and easy launch in your projects.
- ✓ Manage report manager for data analytics / management insights

Lead Buyer licenses are paid per year and pricing is quoted according to the price scale below:



Number of Licenses	Cost per License	Standalone Price
1	\$3,900	\$3,900
2	\$3,100	\$7,000
3	\$2,800	\$9,800
4	\$2,500	\$12,300
5	\$2,300	\$14,600
6	\$2,200	\$16,800
7	\$2,100	\$18,900
8	\$2,000	\$20,900
9	\$1,900	\$22,800
10	\$1,900	\$24,700
11+	Custom Pricing	

Along with at least 1 Lead-Buyer license, all other functionalities are included for all other users (e.g. initiators, evaluators, auditors, approval managers, etc.). Some of the key features:

- ✓ Help plan and prepare (sections of) solicitations
- ✓ Evaluate the responses of suppliers
- ✓ Approve critical steps in every solicitation
- ✓ Access to the automated decision-making tooling.
- ✓ Access to all solicitations of the organization: planned, current and archived
- ✓ A safe working environment. Negometrix is ISO certified, service and management of the platform meets the highest safety standards according to ISO 27001.

**Williamson County breakdown:**

Solicitations Issued: 120

Individual User Accounts: 123

Administrator/Super User Accounts: 10

**Cost:**

**\$0.00** (unlimited solicitations allowed)

**\$0.00** (unlimited individual user accounts)

**\$24,700** (per table above)

## 2. Contract Management Module

Negometrix's Contract Management license is separate from the Lead Buyer license (Solicitation Module). In most organizations the sourcing team and contract managers work closely together but have different responsibilities. Both modules can therefore be operated and licensed independently. Since both processes are highly related, most of our customers choose to activate both modules to experience higher efficiency gains.

The Negometrix Contract Management Module allows you to clear out your filing cabinets and move all your contracts to the cloud. Our secure system keeps sensitive data safely stored.



Key advantages of the Negometrix Contracts Module are:

- ✓ Supplier management (including KPI survey functionality)
- ✓ Conduct powerful data analysis
- ✓ Improve audit capabilities
- ✓ Manage internal user rights
- ✓ Publish contracts on your personalized public contracts page
- ✓ Set automatic reminders for contract renewals, expirations, and more!
- ✓ Easily integrates with other systems

**Contract Management Licenses (annual cost)**

**Cost per license:**

The cost structure for Contract Management Module is a named user license fee. Contract Managers are required to have a named user license as well as a training.

Contract Manager License includes the ability to:

- ✓ Create and edit contract templates
- ✓ Create and edit contracts
- ✓ Add custom contract categories
- ✓ Assign user rights and responsibilities (category and/or contract level)
- ✓ Manage KPI surveys and assign evaluators
- ✓ Build management reports from all contract data

Contract Manager licenses are paid per year and pricing is quoted according to the price scale below:

Contract Manager License		
Number of Licenses	Cost per License	Cumulative Price
1	\$2,800	\$2,800
2	\$2,500	\$5,300
3	\$2,100	\$7,400
4	\$1,700	\$9,100
5	\$1,500	\$10,600
6	\$1,500	\$12,100
7	\$1,500	\$13,600
8	\$1,500	\$15,100
9	\$1,500	\$16,600
10	\$1,500	\$18,100
11+	Custom Pricing	



Licensed users can assign an unlimited number of colleagues to view contract, search within their own dashboard, evaluate KPI surveys, and receive notifications. The software is free of charge for all these stakeholders.

**Pricing Breakdown:**

**Sourcing module**

Lead-buyer licenses 10

\$ 24,700 (annual cost)

**Contract management module**

Contract manager licenses 10

\$ 18,100 (annual cost)

**Discount for Multiple Modules**

25% (Solicitation, CM)

**Total Annual Price**

\$ 42,800 (annual license costs)

(\$ 10,700) (25% discount, annually)

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**\$ 32,100 TOTAL ANNUAL PRICE**



### 3. Additional Costs & Fees (Optional):

Please see below for additional fees related to our Purchase Request Form.

- **Purchase Request Form - \$1,500/year**

The Negometrix Purchase Request Form allows Williamson County to receive all decentralized purchasing requests in a structured manner.

All requests will be registered and presented for evaluation of the purchasing team, using an integrated approval workflow. In order to have the form created in line with the existing process of Williamson County, a Negometrix consultant will analyze the existing process together with an expert from your purchasing team to break down the exact process flow. This process flow will be configured to a responsive form for your organization.

The annual service cost for this form is set at \$1,500. The estimated (one-time) cost for configuration is calculated as the estimated total workload times the hourly rate of \$150.

As a courtesy, Negometrix has decided to waive the configuration cost of the Purchase Request Form.

Negometrix does not require Williamson County to use all modules, however pricing per module is lowered when more modules are added.



## F. References

*Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.*

References have been submitted digitally via BidSync. For convenience, we have added the references here as well:

### Reference 1

**Client Name:** City of Leesburg Florida  
**Location:** Leesburg, Florida  
**Contact Name:** Mike Thornton, CPPO  
**Title:** Purchasing Manager  
**Phone:** 352-728-9864  
**Email:** mike.thornton@leesburgflorida.gov  
**Contract Date From/To:** 8/1/2018 – 8/1/2019 (with renewals)  
**Contract Value:** \$15,000 Annually

#### Scope of work:

The City of Leesburg uses all Negometrix modules including:

- Purchase Request Form
- Sourcing/Solicitations (e-procurement) Module
- Contract Management Module
- Vendor Qualification System

Leesburg has 3 licensed buyers using the system. Mike Thornton, the Purchasing Manager is happy to take calls and explain how the City has seen great benefits since adopting the Negometrix software suite.

### Reference 2

**Client Name:** Town of Palm Beach  
**Location:** Town of Palm Beach, Florida  
**Contact Name:** Dean Mealy, CPPO  
**Title:** Purchasing Manager  
**Phone:** 561-227-7000  
**Email:** dmealy@townofpalmbeach.com  
**Contract Date From/To:** 11/1/2018 – 11/1/2019 (with renewals)  
**Contract Value:** \$13,000 Annually

Confidential

45/47

V 1.0

**Scope of work:**

The Town of Palm Beach is currently using the Solicitations/Sourcing module as well as the Contract Management Module. TOPB also plans to begin using the Purchase Request Form this calendar year. Dean Mealy and Duke Basha (dbasha@townofpalmbeach.com) are glad to answer any questions you may have for them.

## Reference 3

**Client Name:** New York State Office of General Services

**Location:** Albany, NY

**Contact Name:** Sean Carroll

**Title:** Chief Procurement Officer

**Phone:** (518) 473-5294

**Email:** sean.carroll@ogs.ny.gov

**Contract Date From/To:** 10/1/2018 – 10/1/2021

**Contract Value:** \$100,000 - \$200,000

**Scope of work:**

Negometrix has been contracted by the State of New York OGS to build and service a digital solution for their Vehicle Marketplace. Sean Carroll can be contacted through the details above to explain Negometrix's proactive approach, reliability, and the project details.



## G. Conflict of Interest Questionnaire

*Submitted via Bidsync*

## H. Proposal Affidavit

*Submitted via Bidsync*

## I. Sample Contract

**Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.**

Please refer to Appendix C "Sample Contract" for the Negometrix Sample Contract.

Please note that this is a SAMPLE, to give Williamson County an idea of Negometrix's terms, conditions, and service level agreement. This contract does not include pricing. If awarded, Negometrix and Williamson County shall draft a legally binding contract containing both parties' terms, conditions, SLA, & pricing.



## Negometrix Release Cycle



## Release Cycle

The software release cycle includes all activities which should be performed in order to ensure that a given functionality can reach the end customers with the desired timeframe and quality level. An official release cycle will enable more precise planning of training activities and release notes.

Negometrix supports 4 staging environments used by the different team members throughout the development process:

**Development Environment** – used by the software developers during the implementation of the user stories during the SCRUM sprint. This version is installed on an individual virtual machines per developer. This is the most unstable environment.

**Test Environment** – used by the QAs to verify that the implemented functionalities correspond to the business requirements and that the quality of the end product is at acceptable level. The QAs should check all user stories done in the current sprint and should verify that the major work flows in the system are operational (there is no regression). Since it's not possible to test the entire product at the end of every sprint only the major work flows should be tested (preferably by automated tests). The test environment is updated whenever there is a logically completed functionality (User story) implemented on the Development environment (preferably at least once per week). This environment is hosted on virtual machines at Negometrix Bulgaria office.

**Acceptance Environment** – used by business analysts, consultants and account managers to verify that implemented user stories correspond to the business needs. This environment is hosted on virtual machines at Negometrix Bulgaria office and is updated at least once per sprint (preferably on Monday after the sprint ends). The acceptance version should be with production quality. This means that it should be updated only after the QAs verify that there are no **Critical** and **High** severity bugs (see the severity levels below). This version is used to perfect the translations of the user interface and to compose the release notes. If any **Critical** and **High** severity bugs are found on the acceptance environment they should be fixed with priority through hotfixes. If a given functionality is not ready for the live environment it should be hidden through development or configuration. The release notes should be sent 2 weeks before the actual live update.

**Live Environment** – the production version of the product used by real customers. This environment is hosted on Microsoft Azure (in the datacenter in Amsterdam). The live environment is updated on planned in advance date after the approval of the product owner(s). Normally the live update of a given sprint is done 3 weeks after the end of the sprint. This will ensure that the functionalities are checked on the acceptance version and that the release notes are sent on time. Any **Critical** issues on the live environment should be fixed as soon as possible with a hotfix.

## Severity Levels

- **Critical** - the issue blocks the workflow of the product or affects critical data and there is no workaround for the end user.
- **High** - the issue affects major functionality or major data. It has a workaround but the workaround is not obvious and is difficult to execute by the end user.
- **Medium** - the issue affects minor functionality or non-critical data. It has an easy workaround.



- **Low** - the issue does not affect functionality or data. It does not even need a workaround. It does not impact productivity or efficiency. It is merely an inconvenience.

## Typical Release Cycle

The typical release cycle should be 6 weeks (3 weeks for the sprint and 3 weeks for business acceptance and release notes). This effectively means that the Live environment will be one sprint behind the acceptance environment. In exceptional situations more frequent updates can be done (this is decided by the product owner(s) and should be communicated in advance).



## I. Sample Contract

Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

Below please find the Negometrix Sample Contract. Please note that this is a **SAMPLE**, to give Williamson County an idea of Negometrix's terms, conditions, and service level agreement. This contract does not include pricing. If awarded, Negometrix and Williamson County shall draft a legally binding contract containing both parties' terms, conditions, SLA, & pricing.

## Sample License Agreement

For the use of the Negometrix e-Purchasing and contract management solution

Agreement between:

Negometrix USA Inc.  
81 Prospect Street  
Brooklyn, NY 11201

and

### Organization Name

Williamson County

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### Contact person

Blake Skiles

---

### Email

Blake.skiles@wilco.org

---

### Street

100 Wilco Way, Suite P101

---

### City

Georgetown

---

### State

Texas

---

### Zip Code

78626

---

Note: Please fill out invoice e-mail address below if you wish to receive the invoice by e-mail as well.

**To the attention of**

---

**Address (if different than above)**

---

**Your order or reference number**

---

**Email**

**Phone**

---

**Note: Please fill out all the details above, sign the agreement and send it to [sales-us@negometrix.com](mailto:sales-us@negometrix.com)**

**Negometrix provides:**

**Unlimited Service Desk support:**

**Phone: (724) 888-5294**

**Email: [servicedesk@negometrix.com](mailto: servicedesk@negometrix.com).**

**Business Hours: Monday-Friday 7am-5pm.**

For licensees with technical questions about the platform and the use thereof.

**Free and unlimited Service Desk support for suppliers during the service desk business hours.**

**Possibility of creating an unlimited number of projects per licensee;**

**A profile for an unlimited number of colleagues (without managing or administration rights) so that they can contribute to your organization's projects;**

**Decisions in your projects supported by Negometrix platform intelligence.**

**Template functionality.** Templates can be made of all types of projects which subsequently can be used in other projects and shared with other users, offering a quick and easy start-up in your projects;

**Free online collaboration** in projects with other organizations using Negometrix, reducing the number of "live" meetings.

**A safe working environment.** Negometrix is ISO certified; development, service and management of the platform meet the highest security standards, in accordance with ISO 27001.

## Duration

### **Start agreement: the date of signature**

Start duration and payment: **08/01/2019**

The license agreement has a duration of 2 years and, without further notice, shall be automatically renewed of 12 months, repeating itself every 12 months for an additional 4 years. Cancellation must be done no later than one month before the expiry date of the license agreement.

## Negometrix Licenses

Licenses are strictly personal, not transferable to third parties and have yearly license fee. The price listed below corresponds to the price stated in the covering letter to this offer.

10 Lead buyer licenses:	\$ --,--
10 Contract manager license:	\$ --,--
Discount for 2 modules:	\$ --,--
Total License fee per year:	\$ --,-- due October 1, 2019

## Training

The training takes place at the Negometrix office or on site. The full training for the solicitations module consists of two half-day sessions with an assignment. The training for Contract Management requires another half day session. The training is for licensees only. After completion of the entire program, participants receive a certificate.

Location of the training:	ON SITE (Williamson County)
Total # of people (max. 6 per training):	10
Number of trainings:	2

Amount:	\$ --,--
Total training cost:	\$ --,--

## Support hours

Recommended number of support hours:	Estimated XX hours
Fee per hour:	\$ 150,-
Amount:	\$ XX,
Early adopter discount:	( \$ XX,)
Total support cost:	\$ --,

Total amount:

	First year	Sequential years
Total price all licenses:	\$ --,--	\$ --,--
Total price of training:	\$ --,--	
Total price of support hours :	\$ --,--	
<b>Total amount first year:</b>	<b>\$ --,--</b>	<b>\$ --,--</b>

**Pricing**

Pricing is in dollars, excluding taxes, and subject to price adjustments. We will inform you in time about price changes.

**Invoicing**

Invoicing takes place within 30 days after the start date of the agreement, or as otherwise agreed. In case of future expansion with (an) additional account(s) you will receive a separate invoice.

**Traveling expenses**

Travelling expenses are covered with this agreement. Future appointments outside of the scope of this agreement that will involve travel expenses will be addressed in consultation with the county.

To date, ...

By completing and signing this agreement your organization will buy (a) license(s) to operate the Negometrix platform and agrees to the attached Negometrix Terms and Conditions.

Date of signature: Enter Date

Negometrix USA Inc.

Williamson County



Signature

Jan Siderius

Blake Skiles

## Terms and conditions Negometrix USA Inc.

### **ACCEPTANCE OF TERMS**

This Agreement contains the terms and conditions that apply to using the Negometrix e-Procurement & Contract Management Software application (hereafter 'Software'). If you wish to use the Software including its tools and services please read these terms of use carefully. As a user you will be bound by these terms and conditions. If you do not agree to all the terms and conditions, you may not use the Software nor it's content or any services.

### **MODIFICATIONS OF TERMS OF USE**

Amendments to this agreement can be made and effected by Negometrix from time to time without specific notice unless the amendments are of significant importance to the users of the software. The Agreement posted on the Software reflects the latest agreement.

### **USE OF THE SOFTWARE**

The Software allows you to subscribe to Published Solicitations, to upload documents, to send and receive messages, to submit offers and participate in E-auctions and when having a paid license the Software allows you to create solicitations, procurement projects, post requests for information, requests for proposals etc. online. However, you are prohibited to do the following: (a) use our Software, including its services and or tools if you are under the age of 18, or are temporarily or indefinitely suspended from using our Software, services or tools (b) collect personal information about users for commercial purposes (c) infringe intellectual property- and copy rights ; (d) post false, misleading, defamatory, or libelous content; (e) take any action that may damage the Software. You may not transmit any worms or viruses or any code of a destructive nature. Registration information for you to activate your account in our Software, you must provide all mandatory information needed in order to complete the signup process. You must qualify that you are 18 years or older and must be responsible for keeping your password secure and you are responsible for all activities and contents that are uploaded under your account. When selecting any of the options for a paid account you will receive an invoice for a yearly subscription, starting on the date of selecting any of the paid options. A paid account is a personal account. You are not allowed to share your account with others in order to give them the rights to start

up solicitations. If a colleague needs to set up a solicitation he or she will have to obtain their own paid account.

## **Term**

This Agreement will remain in full force and effect while you use the Software. You may terminate your membership at any time for any reason by sending an e-mail via the message center of the Software to [servicedesk@negometrix.com](mailto:servicedesk@negometrix.com). In case of a paid license and you wish to terminate the license agreement you will continue to have access to your account until the ending date of your license. However, if you do so within 1 month of the (regular) ending date of the license the license will be automatically renewed for another year. If you are using a paid version of the Software and we terminate your membership because you have breached this Agreement, you will not be entitled to any refund of unused license fees. Even after your membership is terminated, certain sections of this Agreement will remain in effect.

## **WARRANTY DISCLAIMER AND EXCLUSIONS / LIMITATIONS OF LIABILITY**

We give no implied warranties or guarantees with respect to the Software (including, without limitation, non-infringement or any implied warranties arising out of the course of usage). In addition, we cannot guarantee that the operation of our Software will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. We may change, restrict access to, suspend or discontinue the Software or any part of it at anytime. The information, content and services in the Software are provided on an "as is" basis. When you use the Software and or participate therein, you understand and agree that you participate at your own risk.

## **INTELLECTUAL PROPERTY RIGHTS**

You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from our Software, any of our services or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Software or any proprietary information related thereto.

## **CONFIDENTIALITY**

You agree not to disclose information you obtain from us and or from our users. All information is confidential and may not be disclosed unless the information has already

been Published somewhere before or after written consent of the owner(s) of the information. Users of the Software agree not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner. NON-

## **ASSIGNMENT OF RIGHTS**

Waiver Failure of the Negometrix Software to insist upon strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any rights, nor shall it be construed as a waiver of any subsequent breach of the terms, conditions or covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect. Severability of Terms In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

## **Entire Agreement**

This Agreement shall be governed by and construed in accordance with the substantive laws of New York State, without any reference to conflict-of-laws principles. The Agreement describes and encompasses the entire agreement between you and Negometrix, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Software and the content and the subject matter of this Agreement.

## **Choice of Law; Jurisdiction; Forum**

Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of the courts of New York State.

## **Service Level Agreement**

### General

This Service Level Agreement (SLA) describes the standard activities of Negometrix (NX) belonging to the Agreement as agreed upon between the Client and NX regarding the Right of Use. The duration of this SLA is identical to the duration of the Agreement.

NX has the right to review this SLA periodically in order to process new circumstances and insights that at the time of preparing this version of the SLA, were not yet known or available in this document. In that case, NX will inform the Client about the new version of the SLA by e-mail, stating the date on which the SLA will take effect.

## Article 1: Definitions

1. Agreement: the agreement between NX and the Client regarding:
  - the Right of Use, which agreement consists of the General Terms and Conditions (GTC) and the cover sheet signed for the agreement by the parties and the accompanying appendices;
  - the delivery of the Supplementary Services, which agreement consists of the order confirmation of NX signed by the Client and the associated appendices to which reference is made.
2. Client: the legal entity that concludes an Agreement with NX.
3. NX: the private company Negometrix USA Inc., established at 81 Prospect Street, Brooklyn, New York 11201. FEIN: 82-5265226
4. NX Platform: the online Web Service developed, maintained, delivered and hosted by NX.
5. Domain: The Client's own environment in the NX Platform.
6. Products: the modules of NX as mentioned in the cover sheet and made available in the Domain for which the Client receives the Right of Use.
7. Web Service: the combination of Products and the Domain.
8. Right of Use: on payment of the User Fee, the non-transferable and non-exclusive right as granted by NX to Client during and under the terms of Agreement:
  - for electronic access to the Domain; and
  - to use the Products in accordance with the agreed scope of the Right of Use.
9. Usage Fee: the annual prepayment that the Client pays for the Right of Use.
10. Data: all data and content of any nature as delivered, created and/or obtained through the Web Service.
11. End User: a natural person who, under the responsibility of the Client, exercises the Right of Use and can log in as such on the NX Platform.
12. Supplier(s): the legal entity - not being the Client - including, potential providers and suppliers of the Client, that in one way or another uses the NX Platform.
13. Service Hours: the usual office hours of NX (8 AM - 6 PM EST) from Monday to Friday with the exception of recognized Federal public holidays.
14. Defect: The incomplete or partial compliance of the Web Service with the Specifications, which must be reproducible.
15. Report: any request for support from the NX Service Desk.
16. Report Category 1: The Web Service is completely unreachable due to a Defect in which none of the functions of the Web Service is accessible.
17. Report Category 2: A Defect that generates a serious application error, which may jeopardize the progress of an essential processing period but does not bring the entire Web Service to a standstill. Whether or not via some adaptation or diversion can still be done with a large part of the Web Service.
18. Report Category 3: a non-substantial problem in the Web Service that does not require an immediate response from NX.
19. Report Category 4: all questions or requests for information about the use of the Web Service.

## Article 2: Support

1. Client and Supplier(s) are entitled to support from the service desk during Service Hours.
2. The Client can enlist End Users in following a training regarding the use of the Web Service. Training must be agreed in accordance with article 2.3.
3. The Client and NX can agree additional services separately and in writing which services are performed at the applicable NX tariffs. NX will make every effort to execute such services with due care in accordance with these agreements and procedures recorded with the Client in writing.

### Article 3: Service Desk

1. The service desk is available by phone during Service Hours.
2. The service desk can be reached by e-mail 24 hours a day, dealt with during Service Hours.
3. The following response times apply during Service Hours:  
Category 1: 4 hours;  
Category 2: 8 hours;  
Category 3: 24 hours; and  
Category 4: 2 working days.  
NX makes every effort to fully restore the Web Service within these response times or to offer an acceptable work-around. In the latter case, NX will make maximum efforts within the Service Hours to timely replace the work-around with a definitive solution within the Web Service:
  - Category 1: in 90% of the cases within 1 working day (NX is automatically informed about a Report Category 1);
  - Category 2: in 90% of the cases within 1 week;
  - Category 3: in 90% of the cases as part of the next release;
  - Category 4: not applicable.

### Article 4: Hosting

NX uses datacenters for the NX Platform located within the United States of America (USA).

### Article 5: Availability

1. NX guarantees a minimum availability rate (up-time) of 99% for the Web Service outside the exclusions (see article 6).
2. The availability rate is calculated as follows:  
 $100\% * [1 - (\text{number of minutes of failure} / \text{total minutes per month})]$
3. The availability of the Web Service is measured every five minutes.

### Article 6: Exclusions

1. The availability defined in this SLA does not apply in the following situations:
  - a) During the regular service windows; these are Web Service interrupting service windows which will not be scheduled more than twice a month outside the Service Hours, which will not last longer than 4 hours and will be announced in advance.
  - b) In case of Defects as a result of force majeure.
  - c) Any Defects/or disruptions as a result of actions by the Client.
  - d) The unavailability of the Web Service at its own request, and/or the unavailability of the Web Service during activities at the request of the Client.
  - e) In case of Defects due to a failure in the telecommunications structure/connections.
  - f) In case NX, when determining or isolating the Defect, requires assistance from the Client that the Client cannot provide for reasons that are at risk of the Client.

### Article 7: Transition and data retention

1. Upon termination of the Agreement, NX will close access to the Web Service for regular use on the end date.
2. With a maximum of 2 End Users, the Client will have access to the Web Service for 1 month after termination for the purpose of exporting the desired Data.
3. The Client exports Data via the standard functions.
4. The Client's Data will be kept for 6 months after termination. After 6 months, NX will remove the Data and issue a written confirmation to the Client.

5. If and insofar as agreed in writing, the Client shall have the option of an extended data retention on termination of the Agreement for a period of a maximum of 6 years after termination on payment of an amount equal to 8% of the most recent User Fee. If the Client wishes to make use of this extended data retention, this must be formalized within 6 months after termination.

#### Article 8: Backup

1. NX makes standard backups of the database of the Web Service. For this purpose, a backup copy of the database is made daily.
2. In the event of a calamity, NX guarantees that the data loss for the Client amounts to a maximum of 1 working day (RPO - Recovery Point Objective).

#### Article 9: Audit

After permission from NX there is the possibility for the Client to perform penetration tests. Penetration tests can only be carried out in consultation with NX in order to prevent disruptions of the Web Service.

#### Article 10: Consultation and escalation

1. Regarding consultation and escalation, the persons/functions of NX concerned are:

Level	Title
1	Team Captain Service Desk
2	Account Manager
3	Managing Director NX

2. Regarding consultation and escalation, the persons/functions of the Client concerned are:

Level	Title
1	1 <sup>st</sup> contact person
1	2 <sup>nd</sup> contact person
2	Contract Manager
3	Responsible Procurement Officer (Client)

3. If desired by both parties, contact persons of the Client and NX will be recorded in a file of agreements and procedures.
4. Disputes arising over the operational execution of the Web Service are initially handled by those involved at level 1.
5. If the parties involved cannot resolve a dispute at a level, the dispute will be submitted to the parties involved at a next level.
6. Ultimately, it can be decided to submit the dispute at the latest to level 3, the escalation level.



## Appendix 1: Implementation & Training

Vendor shall provide information and cost on implementation and training strategies. Training should be multidiscipline, targeted to the end user as well as separately to a super user/administrator role.

### Implementation

The scope of the Negometrix implementation concerns the configuration of the Solicitation (e-bidding) Module, The Contract Management Module, and the Purchase Request Form. Together with Williamson County staff, our experts create templates and workflows according to your standards and guidelines. Along with the configuration, a thorough training of the Williamson County staff is an important part of the project. Suppliers and “individual users” (non super-users) will not need to be individually trained. For them, using the software will be intuitive and will be supported by our excellent Service Desk.

After the Negometrix e-Procurement implementation the following deliverables will be realized:

- Negometrix SaaS Sourcing, Solicitation, and Contract Management Modules in line with county requirements
- Integrated approval workflows
- Pre-configured reporting templates
- Standardized county communication, documentation, invitations and template messages
- Trained users
- Assurance of guidance and aftercare organized by the appointed Account Manager.

### Project Organization

Role	Organization	Who	Responsibilities
<b>Project owner</b>	<b>Williamson County</b>	<b>TBD</b>	Decision maker for the project.
Account Manager	Negometrix	<i>Mathieu Tebele</i>	He has excellent understanding of the system and supporting client needs. Mathieu was responsible for submitting this RFP response and will remain a key account manager for Williamson County in future cooperation.
<b>Project Manager</b>	<b>Williamson County</b>	<b>TBD</b>	Responsible for managing the project from the county side of the implementation. (Can very well be the same person as the County's Project Owner).
Senior Implementation Consultant	Negometrix	<i>Nicole van der Helm</i>	Nicole will be responsible for managing and configuring all workflows, templates and technicalities.
Consultant	Negometrix	<i>Mathieu Tebele</i>	Mathieu is also one of our consultants and will be responsible for training your personnel and will assist Nicole with the configurations.
<b>Purchasing team</b>	<b>Williamson County</b>	<b>TBD</b>	Responsible for communicating the existing workflows and documentation within the County and formulated desired template messages and language. The purchasing team will also assist in creating the purchasing policy table which is to be embedded in the software. Eventually the entire team will be trained in using the software adequately.

**Table 1: Project Organization**



## Key Personnel

	<p><b>Nicole van der Helm</b> Senior Consultant With Negometrix since 2015</p>		<p><b>Mathieu Tebele</b> Account Manager With Negometrix since 2018</p>
<p><i>Relevant experience:</i></p>	<p>Nicole is an experienced Negometrix Consultant who brings her leadership and expertise with a number of major implementation projects including:</p> <ul style="list-style-type: none"> <li>• OGS New York State</li> <li>• Ministry of Defense in the Netherlands.</li> <li>• Authority for the Financial Markets (AFM, Netherlands)</li> </ul>	<p><i>Relevant experience:</i></p>	<p>Mathieu has been with Negometrix since June 2018, and manages several across the US including:</p> <ul style="list-style-type: none"> <li>• Maryland Stadium Authority (MD),</li> <li>• Town of Palm Beach (FL)</li> <li>• City of Leesburg (FL)</li> <li>• County of Monterey (CA)</li> </ul>

Table 2: Key Personnel

## Project deliverables

The quality of the implementation will be determined by our ability to configure the below mentioned project deliverables successfully. When completed, Williamson County will evaluate these products in line with the original scope as described in this RFP.

Deliverables	
Negometrix Environment Williamson County	
Product	<b>Product description</b>
SaaS e-Procurement platform in line with county requirements	All requirements described by county in this Request for Proposal are reflected in the implemented SaaS Environment provided by Negometrix Inc.
Configured Negometrix software	
Product	<b>Product description</b>
Organization profile	Negometrix provides a fully equipped environment including the company’s purchasing policy with



User profiles	<p>thresholds, procurement categories (for management information) and standard user groups. Senior users will be able and educated to adjust the environment without intervention of Negometrix</p> <p>Negometrix provides an environment which includes all stakeholders and users.</p>
County 'standardized' user roles	<p>Negometrix provides a set of standard user roles and configurations for any additional user role required by the county to reflect their purchasing operations. These roles (e.g. Approval Person, Price Evaluator, etc.) can be easily applied to county colleagues. System Administrators will be able and educated to adjust these roles without intervention of Negometrix.</p>

**Implemented workflow for all procurement processes**

Product	Product description
Templates for the all different procurement processes within Williamson County	<p>In collaboration with Williamson County, Negometrix will develop templates for all recognized purchasing procedures in a Negometrix format. Using these templates eliminates repetitive tasks, assures compliance with Procurement Statutes and reduces the risk of errors. The templates will serve as the foundation for each solicitation or bid.</p>

**Optimized standard documentation, invitations and template messages**

Product	Product description
Standard documents, invitations and template messages <sup>1</sup>	<p>Negometrix will provide standardized messages such as: approval-, invitation-, and award-/ rejection messages for both the Solicitation Module as well as the Contract Management Module. In consultation with Williamson County, these can be edited where necessary.</p>

**Trained staff and up to date user manuals**

Product	Product description
Every user is trained	<p>All licensed users will be trained in accordance with the training plan as described below.</p>
Trained System administrators	<p>The system administrators will be trained by Negometrix consultants for his or her role as system administrator.</p>
Up-to-date manuals	<p>Negometrix provides up-to-date instruction documents and integrated help texts.</p>

**Guaranteed support and post-implementation care**

Product	Product description
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<p>Account management</p>	<p>Negometrix will appoint a dedicated account manager to the county. The account manager will be responsible for all the communication, procedures, deliverables, services and actions towards the county. The account manager will familiarize themselves with the processes, workflows and contacts within your department and schedule for usage reviews after every six months.</p>
<p>ServiceDesk</p>	<p>Our highly educated and professional service desk provides ongoing live assistance to Negometrix users (including suppliers) with any questions about the Negometrix software. Both for buyers as well as suppliers the Negometrix service desk is available during business hours: Monday to Friday from 7am – 5 pm.</p>

**Table 3: Project deliverables**



## Implementation phases

The implementation of the Negometrix software will run through a number of phases, consisting of:



**Figure 1: Phase Overview**

The *preparation phase*, this phase starts with a kick-off where the contract is signed, and this implementation plan is updated and potential risks (if any) are identified.

The *design and validation phase*, where the current county workflows are discussed and translated into Negometrix templates, messages, user roles, & profiles;

The *execution phase*, where our consultants will set up your organization account with configured solicitation and contract templates, user roles & profiles, message templates;

The *training phase*, in which all users are trained to work successfully with the Negometrix software;

The *close down phase*, where users will have been trained in using Negometrix, the implementation is evaluated, and completion is signed.

### Preparation phase

Period: approximately *1 week*

Responsible team members: Williamson County Project Owner, Williamson County Purchasing Team, Negometrix Account Manager & Negometrix Consultants.

During the preparation phase, starting with a kick-off, the contract will be signed, this implementation plan will be updated, risks are identified, and a county project team is appointed. This phase is also used in order for Negometrix consultants to get familiar with the County's Purchasing Policy and Workflows: a thorough understanding of the current situation will prove helpful in the remainder of the implementation planning for both Negometrix Consultants and future county users.

### Design and validation phase

Period: approximately *2 weeks*

Responsible team members: Williamson County Purchasing Team & Negometrix Consultants.

During the design and validation phase the current situation with respect to the Purchasing Processes at the county will be discussed and translated into Negometrix solicitation, contract, and message templates in close cooperation with the county's



purchasing team. At the end of this stage all templates (solicitation, contract & messages) are agreed upon and prioritized by WC to smoothen the execution phase.

### **Execution & Testing phase**

Period: approximately *2 weeks*

Responsible team members: WC Purchasing Team & Negometrix Consultants

During the execution phase all templates and user profiles are configured by the consultants. Since the translation of these templates can start whenever there is agreement on a template for that procedure or contract, the execution phase and testing phase can operate parallel with the design and validation phase. Whenever the WC purchasing team agrees on a template design, the Negometrix consultants will fine tune it, then come back for testing and validation, make amendments if necessary, and so forth.

### **Training phase**

Training your purchasing team is an essential part in successfully adopting Negometrix as your online purchasing tool. Every implementation goes accompanied with training sessions for your Purchasing Professionals. All other users: members, evaluators, suppliers, managers, subject matter experts, etc. do not need a training as the user interface and experience is very intuitive and easy.

The training sessions enable the users to independently conduct any type of solicitation from preparation until award using all features and functionalities in the most efficient way. The purpose of this training is to guide the Purchasing Professionals into an electronic way of working, specified to the procedures that WC uses. The Negometrix Consultant will touch every step of the solicitation process including the Vendors perspective.

After the training the participants are able:

- Utilize the basic functionality of the software
- Create requirement surveys (conformance criteria)
- Apply everyday sourcing methods
- Evaluate submitted offers
- Compare and select suppliers

The training consists of 3 parts namely:

**Nx-Training 1** (takes a full day and involves preparing and publishing the Solicitation/Bid and interacting with suppliers through the Q&A module, evaluating offers, awarding via Negometrix and communicating award documentation)

**Nx-Training 2** (takes half a day and covers the Contract Management Module)



Prior to the training, a trainer/consultant of Negometrix will work with your organization to chart the current method and needs within Purchasing, to provide tailor-made training for you.

This training takes 1.5 full working days (12 hours)

### **Close-down phase (Final Acceptance)**

Period: *2 weeks*

Responsible team members: WC Project Owner, WC Purchasing team, Negometrix Account Manager & Negometrix Consultants.

In these weeks all the final configurations will be dealt with that followed from the tested feedback and eventually all deliverables (see project deliverables table) will be checked and approved by the project team. When all deliverables have been delivered and are approved by the WC Purchasing Management team, aftercare will start.

### **Project aftercare**

#### **Account Management & Service Desk**

After a successful implementation, when WC has approved all deliverables as listed above, the aftercare starts. During the transfer from implementation to aftercare, an Account Manager will be appointed to provide services and organizes at least twice a year for a user review with WC.

For Negometrix aftercare means:

- ✓ providing a highly educated Service Desk which is available free of charge on working days from 7am – 6pm
- ✓ having a dedicated Account Manager who knows the workflow of WC and makes sure that the Service Desk has knowledge of all relevant information
- ✓ planning contact moments between the Account Manager and contact person(s) of WC
- ✓ submitting management reports during these contact moments (showing the use of the Service Desk as well as the use of the platform)
- ✓ advising on adjustments in the templates and extra training for the users, based on these management reports