



PROPOSAL
Town of Chilmark, MA

Zobrio – ZAI Budgeting Proposal
November 17, 2021

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Tim Carroll
Town Administrator
Town of Chilmark, MA

Zobrio's ZAI Budgeting solution is the only software to allow for automated integration from the accounting software. No other complete budgeting solution has this proprietary capability. The automatic integration saves time and reduces errors that result from incomplete data transfers, monthly reporting, and the uploading of budget data to the accounting system.

Zobrio is pleased to submit this proposal to meet your Budgeting solution requirements. This proposal includes Zobrio's ZAI Budgeting solution, along with implementation and training. Our proposal is a 3-year, private cloud hosted, subscription solution with funding dependent on town approval each year.

Project Scope:

- Hosted ZAI Budgeting Core (with Reporting & Dashboards)
- Excel Designer
- ZAI Personnel/Positioning Budgeting
- Budget Book Publisher

Why choose Zobrio?

Our area of specialty is fund accounting, budget development and reporting for nonprofits and local governments. We understand your unique fund accounting challenges and have successfully delivered solutions to countless nonprofit organizations just like yours. Not only that, Zobrio will provide you a dedicated consultant to ensure you always receive the support you require.

Zobrio's commitment

Through our dedicated focus and expertise, we have established ourselves as the recognized market leader for nonprofit financial solutions. Partnering with Zobrio will allow you to tap into 30+ years of certified expertise and ensure your fund accounting needs are met. Zobrio provides you a fully integrated solution that enables you to focus on what you do best.

We look forward to working with and for you on this project.

Respectfully,



Robert Raymond, EVP
Mobile (781) 718-1881
Office (781) 826-3400
E-Mail: Rob.Raymond@Zobrio.com

COMPANY INFORMATION

| | |
|----------------------------------|--|
| Name | Zobrio, Inc. |
| Street Address | 1741 South Big Bend Blvd |
| City, State, Zip | St. Louis, MO 63117 |
| Phone Number | 800-796-4984 |
| Web Address | www.zobrio.com |
| Name of CEO | John Varadian |
| Current Number of Employees | 30 |
| Year the company was established | 1987 |
| Office locations | St. Louis, MO Springfield, IL Boston, MA; |
| Full-Time Employees | Area of Involvement |
| 1 | CEO |
| 4 | Software Development |
| 4 | Sales |
| 5 | IT Services |
| 11 | Application Consulting |
| 1 | Marketing |
| 4 | Administrative |

Types of Business Ventures: With 30 years of experience Zobrio was founded with the sole purpose of providing outstanding software and technological support to non-profits and government organizations. We are a privately-owned organization that has more than 25 employees that specializes in our offerings. This is our entire focus twenty-four hours a day, seven days a week. Zobrio has grown into one of the largest support organizations for non-profits and government agencies. We are confident that other vendors cannot bring our level of expertise to an organization like yours. Our support team is made up of certified professionals, MBAs, accountants, end users as well as Microsoft certified engineers. The Zobrio corporate office is located in St. Louis, Missouri and we have regional offices in Springfield, Illinois and Boston, Massachusetts.

SOLUTION OVERVIEW

budgeting

Significantly reduce manual effort and improve your Budgeting, Financial Statements, and Financial Planning cycles. Spend more time on analysis and insights, and driving collaboration, to support robust and informed business decision-making.



Trust the Data

Eliminating multiple, complex spreadsheets removes the risk associated with version control and data accuracy; providing the confidence that comes with a single and accurate view of the organization's business information.



Achieve Buy-in & Accountability

ZAI Budgeting creates a collaborative, flexible budgeting and planning process. Empowering managers to participate, and fully understand the impact of their business decisions within a financial context, delivers improved transparency and accountability.



Centralized & Organized

Enjoy the flexibility of being able to centrally manage and apply all of your business rules and assumptions. Any changes then only need to be applied once only; and will be accurately reflected throughout your entire budgeting and planning environment - saving time and significantly improving data integrity.



Encourage Participation

An intuitive, easy to use and learn interface supports excellent user adoption. Managers across your organization can confidently review and input their budgetary data with full commentary, eliminating time-consuming duplication of data entry.



Improve Data Integrity

Protect the validity and accuracy of the data you rely on for your business decisions using a single centralized version of budgetary and planning information. Eliminate emails and multiple versions providing everyone with confidence in the numbers.



Quick & Accurate Answers

Easily construct and generate multiple *what if* scenarios and funding streams in a matter of minutes and view in real-time the impact on your Income Statements, Balance Sheets and Management Reporting.

budgeting

Budgeting & Forecasting

Simplify and automate your budgeting and forecasting process and enjoy spending less time on data collection, and more time on higher value analysis to support informed decision making. Confidently share budgetary data and engage with your budget owners to achieve greater transparency and ownership.

Benefits:

- Automation of the budgetary process eliminates time-consuming manual data entry
- Easy to use, intuitive interface empowers budget owners to deliver an accurate and thorough budget
- Centralizing the budgetary process eliminates multiple versions and delivers a single version of the truth
- Create and view multiple scenarios in minutes, not hours and answer questions *on-the-fly* in real-time

Features:

- Ability to analyze all financial and non-financial data used in the forecasting and budgeting process eg. (Prior year actual, forecast, and budget data) at summary and detailed levels
- Allows the setup and maintenance of multiple group budgets, with unlimited phasing options
- Fully supports best practice processes such as activity based budgeting, rolling forecasts and **bottom up** or **top down** budgeting
- Ability to enter full budget commentary with option for mandatory commentary
- Supporting information can be attached in various formats including Excel, Word, XML, PDF, CSV, DAT, Access, HTML
- The total budget may be exported and uploaded to your finance system
- Ability to lock any account, budget area or the entire budget as required for secure access



reporting

Remove time-consuming, complex manual reporting processes and help everyone to easily view and track KPIs against strategic goals with visually engaging dashboards and reports that are easy to understand.



The Full Picture

A single powerful reporting platform across the entire organization effectively breaks down business silos and avoids the chaos of multiple data and reporting sources. Review and monitor your business performance with everyone benefiting from being able to see the full picture.



Tell Your Story

Publish professional quality internal and external reports quickly and accurately. Maintain a single central version and automatically update Excel, Word and PowerPoint content within your documents to reduce manual errors and save considerable time.



Deliver Accessibility

Provide on-demand access to critical financial and organizational performance information. Enable your stakeholders to explore, analyze and understand business information by embedding analytics within your staff intranet or other web-based systems.



Share & Collaborate

Bring your business data to life, with highly contextual, visually engaging dashboards that consolidate transactional data into highly relevant and consumable information. Drive conversations and work together to analyze trends and patterns and improve results



Take Control

Easily share up-to-the-minute business information to key stakeholders hourly, weekly or monthly, or at whatever frequency you decide. Use powerful API Integrations, Links, Alerts and Scheduling capabilities to create a powerful self-service reporting environment - saving the finance team significant time.



Analytics for Everyone

Powerful versatility together with sophisticated automation delivers highly professional and attractive reporting outputs suitable for all levels of user requirements. From simple daily KPI alerts; to complex financial dashboards; to professionally published business reports - ZAI does it all!

INVESTMENT OVERVIEW

| Description | Quantity | Sales Price | Total |
|---|----------|-------------|----------|
| ZAI Budgeting For MIP (Annual Site License) - Hosted Solution | | | |
| ZAI Budgeting Core Annual Subscription - 3 Year & 7 Month Commitment Includes: -Budget Development -Reporting and Dashboards | 1 | 4,850.00 | 4,850.00 |
| ZAI Budgeting Personnel Annual Subscription - 3 Year & 7 Month Commitment | 1 | 1,850.00 | 1,850.00 |
| ZAI Budgeting Excel Designer Annual Subscription - 3 Year & 7 Month Commitment | 1 | 1,850.00 | 1,850.00 |
| ZAI Budgeting Budget Book Publisher Annual Subscription - 3 Year & 7 Month Commitment | 1 | 1,850.00 | 1,850.00 |
| Fixed Bid - Year 1 Services Estimated Breakdown of Hours: ZAI Budgeting Implementation ZAI Budgeting Initial Training Total: 40 Hours | 40 | 210.00 | 8,400.00 |
| AWS Hosting Environment for ZAI Budgeting ## User Hosting License 12 months @ \$400 per month for 3 Years & 7 Months | 1 | 4,800.00 | 4,800.00 |

Fixed Bid - Professional services are billed as a Fixed Fee.

Total \$23,600.00

Unless otherwise stated above, all Shipping and Handling charges will be invoiced in addition to the quoted amount.

All Reimbursable charges including but not limited to mileage, hotel, airfare, toll booths, per diem meals, and other miscellaneous expenses will be invoiced in addition to the quoted amount.

Your signature indicates your acceptance of Zobrio, Inc. Standard Terms & Conditions dated April 1, 2021 located at <https://www.zobrio.com/tc> all of which are fully incorporated herein as if a part of this Agreement.

Client _____

Date _____

PROJECT SCOPE

| Module | Deliverables |
|--|---|
| ZAI Budgeting <ul style="list-style-type: none">Reporting and DashboardsPersonnel | <ul style="list-style-type: none">ZAI Budgeting Workflow DiscoveryConfigure basic reports and dashboardsConfigure budgeting templates for revenue expense budgeting and personnel budgetingTraining can include administration setups and end user reporting and budgeting <p>Connection to 1 total database</p> |

CONTRACT TERM:

This is a 3-year and 7-month contract for the service period December 1, 2021 through June 30, 2024. Each contract year is subject to annual Town meeting approval

INVESTMENT SUMMARY:

Zobrio will bill annual invoices by 75 days in advance of renewal date for the term of this contract.

| 3 Year Agreement | Annual Software Subscription and Support | Professional Services | Annual Hosting | Total Annual Investment |
|------------------|--|-----------------------|----------------|-------------------------|
| 7 month | \$6,067 | \$8,400 | 4,800 | \$19,267 |
| Year 1 | \$10,400 | | 4,800 | \$15,200 |
| Year 2 | \$10,400 | | 4,800 | \$15,200 |
| Year 3 | \$10,400 | | 4,800 | \$15,200 |

PAYMENT TERMS:

December 1, 2021 (Due upon signing)

\$ 6,067Subscription and Support
 \$ 8,400Professional Services

July 1, 2022

\$ 15,200Subscription and Support

July 1, 2023

\$ 15,200Subscription and Support

July 1, 2024

\$ 15,200Subscription and Support

ACCEPTANCE

Zobrio, Inc. and the Town of Avon, MA, hereby accept the terms of the contract tendered by Zobrio, Inc.

Accepted by: **Town of Avon, MA**

Signature

Date

Printed Name

Title

Accepted by: **Zobrio, Inc.**

Signature

Date

ROBERT RAYMOND

Printed Name

EVP

Title

STANDARD TERMS AND CONDITIONS

- Scope of Services:** The project for which Zobrio shall provide consulting and/or training services is described in the applicable Investment Overview or Project Scope of the Agreement. Additional services requested by Client outside of the scope described in the Investment Overview or Project Scope will be charged pursuant to Zobrio's then current rates. Zobrio shall make reasonable efforts to describe such additional services in a subsequent exhibit or quotation.
- Product:** All sales and services are subject to availability. Freight charges may apply. If any product sold is returned within 30 days of delivery, a restocking fee may apply.
- Effective Date:** The effective date of this version of Zobrio's terms and conditions is indicated in the footer of these terms and conditions. These terms and conditions apply to all Agreements. Quotations are valid for 30 days.
- Responsibility of Zobrio:** Zobrio will provide services in accordance with the standards exercised by members of Zobrio's profession currently practicing in the same locality under similar conditions and will incorporate applicable laws, codes and standards. No other representation or warranty is made with regard to any services or products, express or implied, and no guaranty is included or intended in any Agreement or in any report, opinion, and document or otherwise. Except as described herein, all goods and services are sold AS IS. Zobrio will not be responsible for the safety of any job site, as Client acknowledges and agrees that safety of the job site is Client's sole responsibility.
- Client Information:** Client will provide Zobrio with all necessary information regarding Client's requirements for the project in sufficient time to allow Zobrio to adhere to desired resolution time frames.
- Payments and Disputes:** Invoices will be invoiced per the agreed upon payment schedule as described in the contract. Prepaid services must be paid prior to our services to start. Invoices shall be due and payable upon receipt, unless otherwise stated on the invoice. Client must notify Zobrio, in writing, within 30 days of the date posted on the invoice as the invoice date (or if no invoice date, the date of receipt by Client), of any dispute with the invoice. Failure to notify Zobrio of a dispute in this manner and within this time frame shall constitute a waiver of any dispute and any claim Client may otherwise have with regard to an invoice.
- Late Payment Penalty:** Balances over 30 days past due are subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. All Late Fees, Collection Costs, and Attorney's Fees may be added to Past due Accounts.
- Professional Fees:** If the Investment Summary does not indicate a fixed bid then Zobrio's fees are based solely on time spent on the engagement. The cost for these services will be billed at Zobrio's then standard hourly rate range of \$95-\$225 per hour based upon the resources utilized for the project.
- Expiration of Services:** All professional services associated with prepaid labor of any kind will expire twelve months after the later of contract signing or twelve months from the last scheduled payment made, as detailed in the contract.
- Reimbursed Expenses:** In addition to the aforementioned fees, Client will reimburse Zobrio for any mileage and out-of-pocket expenses that Zobrio and its employees and agents incur as a result of the engagement. Zobrio shall make reasonable efforts to have Client pre-approve large expenses.
- Travel Time:** Zobrio's policy pertaining to Clients outside of a fifteen (15) mile radius from Zobrio's office in which the applicable Zobrio consultant resides is to bill travel time one way at the consultant's then current rate.
- Non-Solicitation:** During the term of any Agreement and for one (1) year after the termination or expiration of the term of such Agreement, Client shall not hire, solicit for hire, or recommend for hire, any of Zobrio's employee without the prior written consent of Zobrio. If Client hires an employee of Zobrio, Client shall immediately pay Zobrio for the violation of this Section an amount equal to one-hundred percent (100%) of such employee's current, total, annual monetary compensation (including without limitation wages, salary, bonuses, and commissions). Client agrees that the provisions of this Section shall not preclude or limit any available actions at law or in equity, including without limitation, any form of damages to Zobrio or any injunctive or equitable relief available to Zobrio, for misappropriation of trade secrets, unfair competition, breach of contract, or other cause of action arising from or out of hiring or recruitment of Zobrio's employee(s).

13. **Termination:** Either party may terminate the term of an Agreement if the other party materially defaults in performing any of its obligations under the Agreement and the default remains uncured for at least thirty (30) days following receipt of written notice from the non-defaulting party.
14. **Limitation of Liability:** The total liability of Zobrio pursuant to or in connection with any Agreement and the provision of any services or products (including, without limitation, any liability for negligence) shall be limited to the amounts actually paid by Client to Zobrio for the services or products that were not properly performed. The foregoing limitation of liability shall be effective regardless of the form of action (whether contract or tort) and regardless of whether the charged party knew or should have known for the possibility that the charging party might suffer damages.
15. **Ownership of Programs and Documents:** All materials and automated files that Zobrio brings into the engagement will remain the property of Zobrio, including Zobrio created programs and reporting tools labeled as Zobrio®. Any such items exclusively created for Client during the project shall become the property of the Client but any portions thereof which may be generally applicable to Zobrio's customer base and all resources used to create such items shall remain the property of Zobrio.
16. **Confidentiality:** During the term of the Agreement and for three (3) years after termination or expiration of the term of the Agreement, each party agrees not to disclose any confidential information obtained from the other party to any other person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential. Confidential information shall not include information (i) generally known to the public, (ii) already known, through legal means, to the party receiving the information, or (iii) legally obtained from a third party. Notwithstanding anything to the contrary, Client agrees that Zobrio may use Client's name and a general description of Zobrio's services with respect to the Project in describing Zobrio's professional experience and qualifications to prospective clients.
17. **Assignment:** Client may not assign its rights under this agreement without Zobrio's written consent.
18. **Severability and Non-Waiver of Rights:** Any element of the Agreement held to violate law shall be deemed void and all remaining provisions shall continue to be in force. Notwithstanding the foregoing, any restrictive covenant which is able to be blue penciled / revised by a Court of competent jurisdiction in order to make it not violate the applicable law shall be so revised but in the minimum amount to not make it violate law.
19. **Survival:** All obligations arising prior to the termination of the term or of the Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Zobrio, including any applicable sections of these terms and conditions, shall survive the completion of services hereunder and the termination or expiration of the term of the Agreement.
20. **Force Majeure:** Any task or service which a party is not able to perform or is delayed in performing by reason of (i) a party's failure or delay in performing its tasks, or (ii) acts of God, terrorism, government regulations and orders imposed after execution of this agreement, communication line failures, power failure, the infrastructure of the internet, third party actions, that are illegal under either a federal or state law, earthquakes, or other disasters, or any other cause beyond the reasonable control of a party, shall excuse the party to that extent.
21. **Taxes:** Client shall, besides other amounts payable under any Agreement, pay all local, state and federal taxes levied or imposed by reason of the transactions contemplated in this Agreement. Client shall promptly pay to Zobrio any such taxes actually paid or required to be collected, excluding income taxes on Zobrio's own income.
22. **Law:** Venue and jurisdiction for any action arising in connection with any Agreement shall be within the Courts of St. Louis County, Missouri. Any Agreement shall be governed by Missouri law.
23. **Amendments:** These terms and conditions may be amended from time to time by Zobrio upon prior written notice to Client.
24. **Written Notice:** Written notice shall be sent to:
Zobrio, Inc.
1741 South Big Bend Blvd.
St. Louis, MO 63117
Attn: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATN:
ZOBRIO, INC
A Delaware Corporation

Robert Raymond
EVP

CLIENT:

By: _____

Name: _____

Title: _____

Address: _____
