



Agenda Item # C-10

VILLAGE OF ROYAL PALM BEACH Village Council Agenda Item Summary

AGENDA ITEM:

Consideration of the approval and authorization for the Village Manager to enter into an Agreement with Vertosoft, LLC to provide Gravity Software Services for the budgeting suite. This Agreement piggybacks off of Omnia Partners Contract # 01-165. The total cost under the agreement shall not exceed \$105,727.00, which will be funded by the General Fund.

BACKGROUND

In February 2023, the Village entered into an agreement with OpenGov, Inc. for budgeting software intended to streamline the preparation of the annual budget and budget book. However, from the outset, the platform did not adequately align with the Village's operational needs and expectations. As the contract approaches its expiration date of September 30, 2025, the Village has elected not to renew the agreement and has explored alternative software solutions that better support its budgeting processes and needs.

Gravity Software provides a more streamlined budgeting solution by automatically linking the budget module to the budget book, eliminating the need for manual reporting connections. This functionality addresses a key limitation of the current system. Additionally, Gravity offers enhanced reporting capabilities, enabling departments to generate budget-to-actual reports directly within the platform, thereby improving efficiency and data accessibility.

The proposed Agreement would extend from October 1, 2025 through September 30, 2028, piggybacking off of the underlying Omnia Partners Contract #01-165 cooperative agreement.

Village Code permits the Village to purchase commodities or contractual services without competitive procurement under contracts with any governmental entity or cooperative provided the terms and conditions of the original contract have been extended to the Village; the original contract by the cooperative was aware through competitive solicitation and is current and in effect at the time of the proposed purchase of services, Village Staff has surveyed the market to determine if the prices of the original contract are fair and reasonable and Village Council authorized such procurement if over \$50,000.

The above-referenced agreement conforms to these criteria.

Funds to come from Account 001-1600-516.46-50.

RECOMMENDED ACTION:

Staff recommends a motion to approve.

Initiator:	Village Manager	Agenda Date:	Village Council
	Approval:		Action:
Finance Director		9/18/2025	



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 8/27/2025, 2:04 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: David Ball
Phone: (571) 218-5194
Email: david.ball@vertosoft.com

Vertosoft Quote for Gravity - Village of Royal Palm Beach, FL

Contract: NCPA - OMNIA 01-165

Quote #: Q-14286
Expires On: 9/26/2025

Ship To
Village of Royal Palm Beach, FL

Quote For:
Name: Sharon Almeida
Company: Village of Royal Palm Beach, FL
Email: salmeida@royalpalmbeachfl.gov
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 10/1/2025
Overall POP End Date: 9/30/2028

Year 1

Period of Performance: 10/01/2025 - 09/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
ID 900	IGM Gravity Software Services - MSRP: \$40,000	1.00	\$30,000.00	\$30,000.00
ID 910	IGM Gravity Professional Delivery Services - MSRP \$17,500	1.00	\$13,000.00	\$13,000.00
Year 1 TOTAL:				\$43,000.00

Year 2

Period of Performance: 10/01/2026 - 09/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
ID 900	IGM Gravity Software Services - MSRP: \$40,000	1.00	\$30,900.00	\$30,900.00
Year 2 TOTAL:				\$30,900.00

Year 3

Period of Performance: 10/01/2027 - 09/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
ID 900	IGM Gravity Software Services - MSRP: \$40,000	1.00	\$31,827.00	\$31,827.00
Year 3 TOTAL:				\$31,827.00

TOTAL: \$105,727.00

Above pricing provided as less than or equal to the pricing offered by Vertosoft under Omnia Contract #01-165.

By purchasing the products and services described in this quote, the Customer is expressly agreeing to the attached terms and conditions and exhibits appended hereto, with Company expressly agreeing to Exhibit D. In the event of any conflict between the attached terms and conditions and those of Omnia Partners Contract # 01-165, Omnia Partners Contract # 01-165 shall govern.

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the last Signature Date below.

Vertosoft LLC

Village of Royal Palm Beach, FL

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.
- 1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.2. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 3.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 3.3. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

- 4.1. Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees

(per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

- 4.2. Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company within thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

5. TERM AND TERMINATION

- 5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the SaaS Services Agreement, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 5.2. Termination for Non-Appropriation of Funds: Contract will terminate if funds are not appropriated for it in the Village's budget for each future fiscal year. The contract will terminate on the last fiscal year for which funds were appropriated within the term.
- 5.3. In addition to any other remedies, it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

- 6.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

- 7.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF

PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

- 8.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws Delaware without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

Statement of Work

This Statement of Work (“SOW”) defines the scope, objectives, deliverables, and responsibilities associated with the implementation of the SaaS Solution and Implementation Services purchased under the applicable Order Form.

The specific modules and services to be implemented are as outlined in the Order Form and will be delivered in accordance with this SOW.

Each module follows a structured, milestone-based implementation process. When multiple modules are purchased as part of a bundle, implementation will be conducted as a unified project to streamline activities and ensure cross-module consistency.

Implementation Methodology & Responsibilities

Implementation Approach

Our methodology is iterative and collaborative, rooted in best practices from both public and private sector deployments. It emphasizes co-design, proactive communication, and phased delivery to ensure successful adoption and long-term sustainability.

Each project begins with a Joint Application Design Session (JADS), where our teams collaborate to define the solution framework and implementation plan. This is followed by structured milestones: Discovery, Data Integration, Configuration, Delivery, and Sign-Off. Final user training and transition to support are included in all deployments.

Client Responsibilities

The success of the implementation depends on active participation, timely decision-making, and clear communication. To support this, the Client agrees to:

- Assign a primary project lead to coordinate internal resources and communications
- Participate in all milestone activities and design sessions (e.g., Joint Application Design Sessions – JADS)
- Provide timely access to relevant data, documentation, and legacy systems
- Review and approve project deliverables in a timely manner
- Attend configuration reviews, training sessions, and system testing as scheduled
- Perform data validation and confirm accuracy of loaded information prior to go-live
- Provide formal sign-off on deliverables within ten (10) business days of submission; if no feedback or objections are received, deliverables will be considered accepted
- Notify Gravity promptly of any internal changes that may impact project scope or timeline

Assumptions

- Implementation services are delivered remotely unless otherwise agreed
- Project success depends on timely inputs from both parties
- Client-side approvals and resourcing will be in place before project kickoff
- Change orders are required for scope or timeline modifications

Milestone 1: Discovery and Planning (Joint Application Design Sessions – JADS)

In this phase, Gravity and the Customer will collaborate through Joint Application Design Sessions (JADS) to define the solution framework, establish key project plans, and align on configuration requirements. This milestone sets the foundation for a successful implementation by aligning both teams on scope, expectations, and timelines.

Objectives:

- Review and validate the project scope, contracts, and software subscription licenses
- Assess the Customer's current systems, documentation, reports, and templates
- Define the solution framework, workflows, and data structures within Gravity
- Identify any functional gaps or risks and outline a mitigation plan
- Establish project start and end dates and a preliminary timeline
- Confirm roles, responsibilities, and communication protocols

Deliverables:

- Finalized project plan and implementation timeline
- Configuration guide detailing the proposed Gravity system setup
- Roles and responsibilities matrix
- Risk log and mitigation strategies
- Documentation of current state review and system assessment

Milestone 2: Data Integration

Following the completion of the Discovery and Planning phase, Gravity and the Customer will begin configuring the system based on the jointly defined solution design. During this phase, Gravity will configure data elements, integrations, and validation logic to align with the Customer's business requirements. Ongoing collaboration will be essential to review configurations, resolve issues, and ensure alignment as questions or changes arise.

Objectives:

- Configure data elements, roles, reports, dimensional structures, and workflows in accordance with the agreed-upon design
- Establish integration with source systems or ingest structured data from the Customer
- Configure automated data imports, mapping structures, and validation logic
- Load, validate, and test required datasets
- Align on configuration changes through iterative reviews with the Customer

Deliverables:

- Data integration framework and documentation
- Configured system environment reflecting the Customer's structure and workflows
- Validated data imports with quality assurance (QA) checks
- Initial test results and configuration sign-off
- Import configuration templates (e.g., for data file extracts and imports)

Milestone 3: Configuration

With data structures and integration points established, the Configuration phase focuses on building the Gravity system to meet the Customer's approved design specifications. Gravity will configure templates, workflows, business rules, reports, outputs, and user roles to ensure alignment with project objectives. This phase also includes planning for module delivery and documenting any necessary, changes, updates and modifications prior to full acceptance

Objectives:

- Configure system components including database models, dimensions, cubes, rules, and views
- Build module-specific templates, data entry forms, workflows, and dashboards
- Set up user roles, groups, and approval routing based on the design
- Conduct internal system testing, review and QA
- Identify and document required adjustments based on testing feedback

Deliverables:

- Fully configured Gravity environment aligned to the approved scope
- Module-specific templates and workflows
- Role-based access and routing setup documentation
- Formal configuration, module delivery and acceptance

Milestone 4: Project Sign Off

In the final phase of the implementation, Gravity and the Customer will complete final testing, formalize acceptance of delivered modules, and transition the relationship to the Training, Customer Success, and Support teams. This phase ensures that all agreed-upon deliverables have been met and that the Customer is equipped for a successful go-live and continued system adoption.

Objectives:

- Complete final testing and obtain user acceptance of the configured solution
- Review implementation experience and assess outcomes with the Customer
- Upload final project documentation and system configurations
- Confirm delivery of all in-scope modules and services per the implementation plan
- Prepare system for transition to training and post-go-live support

Deliverables:

- Formal module and project sign-off documentation signed by both parties
- Delivery of all purchased modules and implementation services
- Uploaded documentation and/or training recordings
- Transition summary and handoff to Training, Customer Success, and Support teams
- Communication and support plan for end-user engagement

Milestone 5: Training

Gravity will work collaboratively with the Customer to deliver effective training tailored to user roles and the modules in scope. Standard training materials for administrators and end users will be provided. Training may be delivered by Gravity and/or the Customer, depending on internal preferences and capacity. Prior to training, a plan will be reviewed and agreed upon to ensure alignment with the Customer's internal rollout and support needs.

Objectives:

- Develop a training plan based on the approved configuration and user roles
- Deliver administrator and/or end-user training aligned to the modules deployed
- Confirm successful knowledge transfer

Deliverables:

- Training plan reviewed and approved by the Customer
- Standard training materials (Admin and End User) delivered
- Completed training sessions for applicable user groups
- Support transition and knowledge transfer plan finalized

This Statement of Work shall be governed by the terms and conditions set forth in the applicable Order Form and the associated Terms and Conditions document between the parties.

EXHIBIT B
Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.

EXHIBIT C
Support Terms

Gravity will provide Technical Support to customer via e-mail Monday – Friday between 8am – 8pm Eastern Time (“Support Hours”).

Customer may initiate a helpdesk ticket by emailing support@onegravity.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

EXHIBIT D

Addendum - Statutorily Required Provisions

Public Entities Crimes Act: As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3) (a), *Florida Statutes*.

Discriminatory Vendors: In accordance with Section 287.134, *Florida Statutes*, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the discriminatory vendor lists maintained by the State of Florida Department of Management Services list.

Inspector General: Pursuant to Sections 2-421—2-432 of the Palm Beach County Code of Ordinances, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

E-Verify Eligibility: The Contractor warrants and represents that it is in compliance with Section 448.095, *Florida Statutes*, as may be amended. No later than January 1, 2021, the Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's subconsultants performing the duties and obligations of this Agreement, and

who have at least twenty-five (25) employees, are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. The Contractor shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized alien, as that term is defined in Section 448.095(1)(f), *Florida Statutes*, as may be amended. The Contractor shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. The Village shall terminate this Agreement if it has a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended. If the Contractor has a good faith belief that the Contractor's subconsultant has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended, the Village shall notify the Contractor to terminate its contract with the subconsultant and the Contractor shall immediately terminate its contract with the subconsultant. In the event of such contract termination, the Contractor shall be liable for any additional costs incurred by the Village as a result of the termination.

Scrutinized Companies: For Contracts under \$1M, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, and that it is not engaged in a boycott of Israel. The Village may terminate this Agreement at the Village's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes*, if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, or if Contractor is engaged in a boycott of Israel. For Contracts over \$1M, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*. The Contractor further certifies that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as similarly provided in Section 287.135, *Florida Statutes*. The Village may terminate this Agreement at the Village's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes* or if the Contractor has been placed on one of the aforementioned lists created pursuant to Section 215.4725, *Florida Statutes*. Additionally, the Village may terminate this Agreement at the Village's option if the Contractor is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, *Florida Statutes*.

Public Records: In accordance with Section 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in Scope of Services. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Section 119.0701, *Florida Statutes*, and other penalties under Section 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the provision of services contemplated herein are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT DDiSanto@royalpalmbeachfl.gov, OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, May 1st, 2023

Vertosoft LLC
ATTN: Chet Hayes
1602 Village Market Blvd SE Suite 320
Leesburg, VA 20175

Dear Chet:

Region XIV Education Service Center is happy to announce that Vertosoft LLC has been awarded an annual contract for Software Products and Services based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on April 30th, 2026. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Vertosoft LLC.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Shane Fields
Region XIV, Executive Director

Region 14 ESC
Contract # 01-165

for

Software Products and Services

with

Vertosoft, LLC

Effective: May 1, 2023



RFP Response

for

Software Products and Services

07-23

Presented by:



Vertosoft LLC
1602 Village Market Blvd. #320
Leesburg, VA 20175

DUNS# 080431574 & Cage Code: 7QV38
GSA Contract # GS-35F-688GA
Certified Small Business Concern
Federal Tax ID: 81-3911287

Chet Hayes
Chief Technology Officer
571.707.4137
chet@vertosoft.com

www.vertosoft.com

03/23/2022

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Tab 1 – Master Agreement / Signature Form

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester

- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Vertosoft LLC

Company Name

1602 Village Market Blvd SE Suite 320

Address

Leesburg	VA	20175
City	State	Zip

571.707.4137	
Telephone Number	Fax Number

chet@vertosoft.com

Email Address

Chet Hayes	Chief Technology Officer
Printed Name	Position

Chet Hayes

Authorized Signature

Software Products and Services
Vertosoft Response

07-23
03/23/2023

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Vertosoft LLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 01-165, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Software Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Software Products and Services
Vertosoft Response

07-23
03/23/2023

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

Software Products and Services
Vertosoft Response

07-23
03/23/2023

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Vertosoft LLC
Vendor Name

Sarah Vavra
Name

Chet Hayes
Name

Sr. Vice President, Public Sector Contracting
Title

Chief Technology Officer
Title

5001 Aspen Grove
Address

1602 Village Market Blvd SE Suite 320
Address

Franklin, TN 37067
Address

Leesburg, VA 20175
Address

Sarah Vavra
Signature

Chet Hayes
Signature

May 1, 2023
Date

03/22/2023
Date

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Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

X All 50 States & District of Columbia			
(Selecting this box is equal to checking all boxes below)			
Alabama	Illinois	Montana	Rhode Island
Alaska	Indiana	Nebraska	South Carolina
Arizona	Iowa	Nevada	South Dakota
Arkansas	Kansas	New Hampshire	Tennessee
California	Massachusetts	New Jersey	Texas
Colorado	Michigan	New Mexico	Utah
Connecticut	Minnesota	New York	Vermont
Delaware	Mississippi	North Carolina	Virginia
D.C.	Missouri	North Dakota	Washington
Florida	Kentucky	Ohio	West Virginia
Georgia	Louisiana	Oklahoma	Wisconsin
Hawaii	Maine	Oregon	Wyoming
Idaho	Maryland	Pennsylvania	

X All U.S. Territories and Outlying Areas	
(Selecting this box is equal to checking all boxes below)	
American Samoa	Northern Marina Island
Federated States of Micronesia	Puerto Rico
Guam	U.S. Virgin Islands
Midway Islands	

X All Canada Provinces and Territories	
(Selecting this box is equal to checking all boxes below)	
Alberta	Prince Edward Island
British Columbia	Quebec
Manitoba	Saskatchewan
New Brunswick	Northwest Territories
Newfoundland and Labrador	Nunavut
Nova Scotia	Yukon
Ontario	

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If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☒ Yes ☐ Maybe ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ☐ Maybe ☒ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

<input type="checkbox"/> Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise	<input type="checkbox"/> Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business
--	---

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☒ N/A, we are a recognized small, MWEB or HUB organization

Vertosoft is a Certified Virginia Small Business Concern: 725842

☐ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Leesburg, State of Virginia.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- | | |
|--|---|
| <input type="checkbox"/> Manufacturer Direct | <input checked="" type="checkbox"/> Certified education/government reseller |
| <input checked="" type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marking through reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: |

Processing Contact Information

Contact Person: Jay Colavita
Title: President
Company: Vertosoft
Address: 1602 Village Market Blvd. SE Suite 320
City/State/Zip: Leesburg, VA 20175
Phone: 703.568.4703
Email: contracts@vertosoft.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- *Company's official registered name.*

Vertosoft LLC

- *Brief history of your company, including the year it was established.*

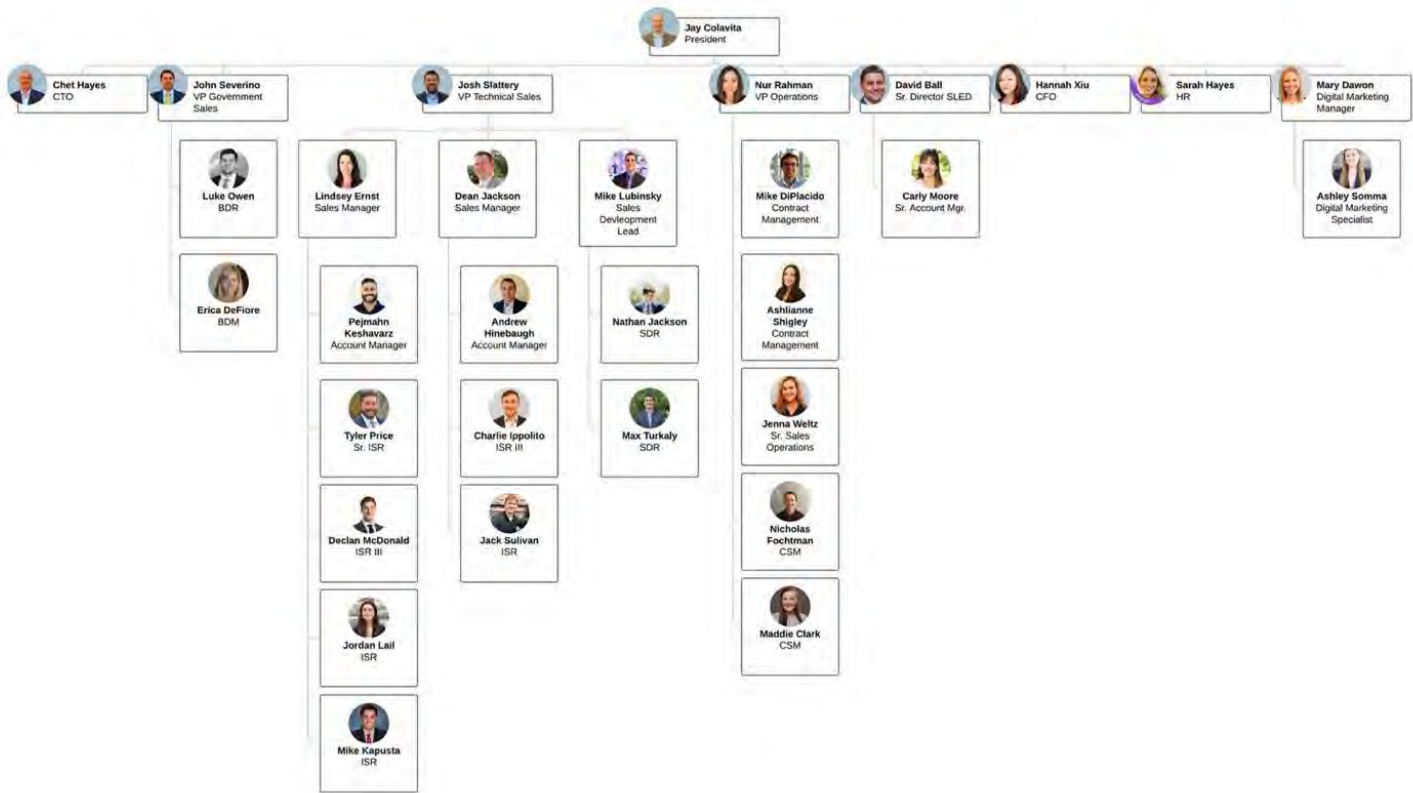
Established in 2016, Vertosoft LLC (Vertosoft) is focused on delivering innovative and emerging technologies and services to organizations such as NCPA and public sector agencies. Consistent with our singular focus on public sector agencies, Vertosoft has deep knowledge and experience supporting all phases of the acquisition life cycle. We specialize in providing services to emerging technology companies and the public sector agencies they serve. Strategic sourcing is our forte, streamlining the time required to provide critical technology and services to government end users at reduced prices. We provide NCPA members the flexibility, agility, and responsiveness of a certified small business with the experience of a large organization. Vertosoft's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly-experienced management team, and our staff has deep expertise in meeting each agency's specific requirements and, in the technology required to satisfy those requirements.

- *Company's Dun & Bradstreet (D&B) number.*

080431574

[REST OF PAGE INTENTIONALLY BLANK]

- *Company's organizational chart of those individuals that would be involved in the contract.*



- *Corporate office location.*

Vertosoft's corporate office is located at 1602 Village Market Blvd. #320 in Leesburg, VA. This is also the location for our national sales support center for our sales teams across the country. As Vertosoft focuses exclusively on software and SaaS solutions, we do not have the need for traditional hardware service centers.

- *List the number of sales and services offices for states being bid in solicitation.*

Vertosoft has additional locations in Charleston, SC, Raleigh, NC, Philadelphia, PA, and Tacoma, WA.

- *List the names of key contacts at each with title, address, phone and e-mail address.*

Vertosoft will manage the contract from our national sales center in Leesburg, Virginia. The key contacts in support of this contract will be:

i. Executive Support

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Jay Colavita, President
jay@vertosoft.com
703.568.4703

ii. **Marketing**

Mary Dawson
mary@vertosoft.com
703.298.5052

iii. **Sales**

Josh Slattery, VP of Technology Sales
josh@vertosoft.com
703.915.7856

iv. **Sales Support**

Nur Rahman, Director of Operations
nur@vertosoft.com
571.355.5347

v. **Financial Reporting**

Michael DiPlacido, Government Contract Manager
michael@vertosoft.com
484.620.4567

vi. **Accounts Payable**

Hannah Xiu, Chief Financial Officer
hannah@vertosoft.com
571.216.2502

vii. **Contracts**

Michael DiPlacido, Government Contract Manager
michael@vertosoft.com
484.620.4567

- *Define your standard terms of payment.*

Vertosoft's payment terms are NET 30 and we accept both purchase orders and credit/procurement cards as forms of payment. When a credit card is used as a form of payment, we do require a call with our finance department to help reduce errors and fraud.

- *Who is your competition in the marketplace?*

ImmixGroup, DLT, Carahsoft

- *Provide Annual Sales for last 3 years broken out into the following categories:*
 - *Cities / Counties*
 - *K-12*
 - *Higher Education*
 - *Other government agencies or nonprofit organizations*

- *What differentiates your company from competitors?*

Vertosoft is committed to providing the highest quality of service to NCPA members through this contract. To facilitate this high level of service, Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of excellence and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include:

- Maintaining product catalogs and price lists on different government contract vehicles.
- Error free quoting to the government on behalf of our technology partners.
- Efficient purchase order (PO) processing from our public sector customers.
- Efficient PO delivery to our technology partners.
- Accurate invoice creation for public sector customers for solutions delivered by our technology partners.
- Customer satisfaction measurement with the overall procurement process experience through Vertosoft.

Vertosoft's expertise is largely focused on emerging technology companies that are providing the most innovative and cutting-edge technology to public sector organizations. While some resellers try to offer as many products as possible and convince organizations this is valuable, they are unable to develop any sort of expertise or understanding of what they are selling, resulting in agencies getting a less than optimal solution. Vertosoft focuses on the best of the best and builds a deep understanding of those innovative products and how to employ those products to best meet the needs of the agency.

Every public agency who buys from Vertosoft is assigned a Customer Success Manager (CSM). This CSM is a United States Citizen, and a resource for the agency to ensure the correct software was delivered, and they have quick and easy access to support from the software supplier if needed. The CSM acts a champion on behalf of the agency to the supplier to ensure the highest level of service.

- *Describe how your company will market this contract if awarded.*

Vertosoft maintains a dedicated public sector sales team with multiple years of experience utilizing national contracts such as NCPA for our customers. Our sales team will partner with

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the NCPA marketing to educate public sector organizations in the value of using the contract and encourage them to utilize the vehicle for purchases.

Vertosoft's Software Manufacturer Partners have established national sales forces that include public sector entities. As part of our Partner's selling efforts into these entities they will encourage potential customers to use the contract to acquire the desired technology solution.

Within the first 14 days after award Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations.

Within 30 days after award, Vertosoft will launch a dedicated web site with the NCPA standard logo. The website will have a copy of the original request for proposal, copy of the contract, summary of products being offered, marketing materials, and a link to NCPA website. Vertosoft will also include a dedicated toll-free number and email address for NCPA participating entities.

Within 60 days after award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future.

- *Describe how you intend to introduce NCPA to your company.*

Within 7 days after award, Vertosoft Executive Leadership will sponsor a kick-off meeting with the Vertosoft sales team where the contract will be endorsed, and the sales team educated on the terms and conditions of the contract.

In addition, a NCPA microsite will be created on Vertosoft's internal corporate Intranet. This will include key information about the contract, points of contact, how to use the contract to place an order, and the product catalog. This will be an ongoing tool to help the internal sales team leverage the contract on an ongoing basis.

Withing 30 days after award, Vertosoft will meet with the individual public sector sales teams of the respective software manufacturers being offered to educate them on the terms and conditions. This will provide a force multiplier effect by having not only the Vertosoft sales team position the contract, but also having the software manufacturers position the contract as part of their sales cadence.

- *Describe your firm's capabilities and functionality of your on-line catalog / ordering website.*

Vertosoft does provide our entire catalog of software and solutions on our website, and will be available under a public microsite dedicated to the NCPA contract.

As Vertosoft specializes in software, we work directly with participating entities to identify the challenges they are trying to address, and we provide them with a potential solution that is part of our catalog of products. We inform the participating

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entity of an efficient procurement path via the catalog and execute the contract through their standard procurement process.

- *Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)*

Vertosoft's national service center is in Leesburg, Virginia. The service center operates Monday – Friday between 8AM ET – 8PM ET and is staffed by US Citizens. Vertosoft does offer mission critical support services that would provide 24hr x 7 x 365 services if needed.

- *Green Initiatives (if applicable)*
 - *As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.*

As a software distributor, Vertosoft has a naturally low impact on the environment. However, Vertosoft maintains a corporate Sustainability Policy which is provided below:

Vertosoft LLC strives to be a leader in environmental sustainability and believes that a successful future for our business and the customers we serve depends on the sustainability of the environment, communities, and economies in which we operate.

As a responsible corporate citizen, we bear a responsibility to consider the impacts of our actions and how they affect the environment both directly in terms of our own operation, and indirectly through our purchasing decisions, the products, and services we offer to our customers and the business opportunities we pursue.

We are committed to minimizing the impact of our operations on the environment and to demonstrating leadership by integrating environmental considerations into all our business practices.

We are committed to protecting the environment through responsible management of our operations and give appropriate weight and consideration to this environmental policy when making future planning and investment decisions.

Vertosoft LLC will set targets and objectives, within the scope of the environmental management system, to achieve continual improvement and a sustainable development;

Vertosoft LLC will establish and periodically review and report progress on objectives and targets in the pursuit of continual improvement in our environmental management system for the purpose of enhancing our environmental performance and ongoing prevention of pollution.

Vertosoft LLC will minimize the environmental impacts of our own operations through best practice management of use of our energy, transportation, material consumption, water use, waste and emissions. Vertosoft will also encourage suppliers, subcontractors, retailers and recyclers of our products to adopt the same environmental principals as Vertosoft LLC;

Vertosoft LLC will raise employee awareness and support employee creativity and enthusiasm with respect to implementing our environmental policies, guidelines, programs, and initiatives. Vertosoft will also continually promote environmental awareness, responsibility, and best practices and to support the environmental sustainability culture of our company through education and in-house initiatives to reduce our environmental footprint.

- *Anti-Discrimination Policy (if applicable)*
 - *Describe your organizations' anti-discrimination policy.*

As a federal contractor, it is the policy of Vertosoft LLC to take affirmative action as called for by applicable laws and executive orders to:

- Provide equal employment opportunities to all qualified persons and recruit, hire, train, terminate, promote, and compensate persons in all jobs without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information or characteristics, protected veteran status, or other protected classifications in accordance with federal law.
- Administer personnel actions in areas such as compensation, benefits, transfers, layoffs and recalls, Company-sponsored education training, tuition assistance, and social and recreational programs to ensure that no employees are discriminated against.
- Ensure employment decisions are made in furtherance of the objective of equal employment including, but not limited to:
 - **Recruitment and selection**—Recruitment and hiring of all personnel is accomplished without discrimination against any individual whose status is protected by applicable state or local law.
 - **Promotion**—Individuals will be upgraded and promoted on the basis of their abilities, skills, and experience. The Company will undertake good faith efforts to ensure that minority and women employees, disabled individuals, and covered veterans, who are qualified, as well as those who become qualified through training, are considered for promotion.
 - **Transfers**—When vacancies occur, the Company will make every good faith effort to effect transfers of qualified minority and women employees, disabled individuals, and covered veterans, into areas where such employees may have been or may now be underutilized.
 - **Terminations**—When reductions in Company work force occur, they will be based on nondiscriminatory factors and make every good faith effort to ensure that minorities and women, disabled individuals, and covered veterans are treated in a nondiscriminatory manner.

- **Vendor Certifications (if applicable)**
 - *Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.*



Tab 5 – Products and Services / Scope

Vertosoft is pleased to over NCPA and member agencies access our catalog of emerging and innovative technology companies. A partial list of those vendors and the value they bring has been listed below. These products span a wide range of technology categories including: Big Data and Analytics, Cybersecurity, Business Applications, Machine Learning/Artificial Intelligence, DevSecOps, and Training/Education. A detailed list of part numbers, along with pricing is found in the attached Pricing Spreadsheet.




Software

	<p>Commercial-Off-the-Shelf (COTS) Software, Application Software</p> <p>Alation is the data catalog where everyone in your organization can find the data they need to collaborate, automatically indexing your data by source. Alation automatically indexes your data by source. It also automatically gathers knowledge about your data. Like Google, Alation uses machine learning to continually improve human understanding.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Application Software</p> <p>Government agencies process large volumes of data and documents every day, much of it manually. Repetitive, manual processes slow down employees and the services they provide to the public. As agencies continue to modernize systems, Robotic Process Automation (RPA) can automate repetitive tasks, freeing agency employees to focus on the things only humans do well and not get burdened with monotonous tasks. With RPA from Automation Anywhere, government agencies can create a scalable, secure, and reliable intelligent Digital Workforce that is highly efficient and compliant with all federal mandates.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Security Software</p> <p>BeyondTrust is the worldwide leader in intelligent identity and access security, empowering organizations to protect identities, stop threats, and deliver dynamic access to empower and secure a work-from-anywhere world. Our integrated products and platform offer the industry's most advanced privileged access</p>



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	<p>management (PAM) solution, enabling organizations to quickly shrink their attack surface across traditional, cloud and hybrid environments.</p> <p>With a heritage of innovation and a staunch commitment to customers, BeyondTrust solutions are easy to deploy, manage, and scale as agencies evolve. BeyondTrust solutions are deployed in all cabinet level Federal Civilian agencies and over 100+ Defense Department environments. We are trusted across all 4 branches of the DoD, including the 4th estate, with ATO's both on the classified and unclassified side.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications</p> <p>Bizagi's industry-leading platform for low-code process automation connects people, applications, robots, and information. As the most business-friendly and flexible solution on the market, Bizagi's cloud-native platform enables true collaboration between business and IT, delivering faster adoption and success. Fueled by a community of millions of users, Bizagi powers over 400 enterprises worldwide.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Communication Software</p> <p>Chainbridge Technologies started developing their first emergency management solutions in 2004, and today their planning, preparedness, response, and recovery systems are utilized by tens of thousands of emergency managers and responders across all levels of government and the private sector. Their innovative use of cloud, mobile, GIS, and social media technologies, combined with policy and operational subject matter expertise, is applicable to the full spectrum of emergency response missions encompassing both All-Hazard and CBRN incidents.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Security Software</p> <p>Claroty's unified platform integrates with customers' existing infrastructure to provide a full range of controls for visibility, risk and vulnerability management, threat detection, and</p>



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	secure remote access. Backed by the world's largest investment firms and industrial automation vendors, Claroty is deployed by hundreds of organizations at thousands of sites globally. The company is headquartered in New York City and has a presence in Europe, Asia-Pacific, and Latin America.
	<p>Commercial-Off-the-Shelf (COTS) Software, Application Software</p> <p>DataRobot is the leader in enterprise AI, delivering trusted AI technology and ROI enablement services to global enterprises. DataRobot's enterprise AI platform democratizes data science with end-to-end automation for building, deploying, and managing machine learning models. This platform maximizes value to the mission by delivering AI at scale and continuously optimizing performance over time. The company's proven combination of cutting edge software and world-class AI implementation, training, and support services, empowers any organization – regardless of size, industry, or resources – to drive better business outcomes with AI.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Security Software</p> <p>Devo is reinventing logging and security analytics as the next generation SIEM platform for the Public Sector. Devo enables you to ingest data from all your data sources, closing the visibility gap that puts your organization at higher risk. Security Operations integrates with your existing security ecosystem to enrich investigations with valuable context. Being able to seamlessly integrate all your data sources and ease your scaling worries. Devo exceeds your needs with none of the infrastructure management overhead. Stop worrying about search volume and concurrency. Devo supports thousands of always real-time concurrent queries. That's what confidence in a logging and security analytics platform feels like.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development</p>

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	<p>Digital.ai is the first enterprise value stream management platform that enables enterprises to focus on outcomes instead of outputs, create greater business value faster, and deliver secure digital experiences their users trust. The Digital.ai Value Stream Platform seamlessly integrates all the disparate tools and processes across the various DevOps initiatives, uses data and AI/ML to create connective tissue between them, and provides the real-time, contextual insights required to drive and sustain successful digital transformation. With Digital.ai, enterprises have the visibility they've been seeking to deliver value, drive growth, increase productivity, reduce security risks, and improve customer experience.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications</p> <p>EcoInteractive provides industry-leading enterprise SaaS solutions to government transportation and environmental organizations nationwide. Our products support a diverse range of critical workflows for agencies planning our country's vast transportation infrastructure. Our software transforms data into integrated real-time insights that enable the management of transportation improvement projects worth hundreds of billions of dollars. Our SaaS solutions are also extensively utilized in integrating workflow and data sets for the management of environmental projects.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Security Software</p> <p>Enveil is a pioneering data security company protecting Data in Use. Enveil's business-enabling and privacy-preserving capabilities for secure data search, sharing, and collaboration protect data while it's being used or processed – the 'holy grail' of data encryption. Powered by homomorphic encryption, Enveil's ZeroReveal® solutions provide Trusted Compute in Untrusted Locations™, allowing organizations to securely derive insights, cross-match, and search third-party data assets without ever revealing the contents of the search itself or compromising the security or ownership of the underlying data. Enveil is NIAP/CSfC-certified to deliver nation-state level protection to the global marketplace. Founded by U.S. Intelligence Community alumni</p>

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	with backgrounds in mathematics, algorithmics, and machine learning, Enveil is revolutionizing data security by addressing a Data in Use vulnerability that people have been chasing for more than 20 years.
	<p>Commercial-Off-the-Shelf (COTS) Software, Application Software</p> <p>The first cloud-based software to manage the end-to-end policymaking process. Policymakers save time and resources with a single source of truth for all policymaking activity. Esper is a mission-driven group of technologists and policy experts passionate about improving the policymaking process in government.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development</p> <p>Harness is the industry's first end-to-end software delivery platform using AI/ML. The modular platform is comprised of Continuous Integration (CI), Continuous Delivery (CD), Cloud-Cost Management (CCM), Feature Flags, Security Test Orchestration (STO), Service Reliability Management (SRM), and Chaos Engineering (CE).</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Communication Software, Security Software, Application Software, Software for Engineering and Product Development, Database Software, Information Worker Software</p> <p>HCL is a next-generation global technology company that helps enterprises reimagine their businesses for the digital age. Its technology products, services and engineering are built on four decades of innovation, with a world-renowned management philosophy, a strong culture of invention, and a relentless focus on customer relationships. HCL serves leading enterprises across key industries, including 250 of the Fortune 500 and 650 of the Global 2000.</p>

	<p>Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software</p> <p>iDocket offers public access to judicial information, e-Filing, e-Recording, and property records from an ever-increasing number of the nation's local governments. Among the government services offered is iDocket's innovative local government software for other judicial processes, such as arrest, indictment, and final adjudication. This was specifically designed for government officials, including Judges, Sheriffs, District/County Attorneys, County/District Clerks, and Justices of the Peace.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Educational Software</p> <p>77% of security leaders say that gamification could be used to make their organization safer. Instead of checkbox training that's forgotten in days, our technology uses game mechanics and encourages creativity to meet objectives relevant to a user's role. Immersive Labs contains hundreds of cyber skill experiences and content for red teams, penetration testers and ethical hackers. And we're always adding more powered by the very latest threat intelligence.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Security Software</p> <p>Keeper is the ultimate cybersecurity and productivity application that protects every remote employee and all their devices against password-related data breaches and cyberthreats. Secure your business passwords to prevent data breaches, improve employee productivity and meet compliance standards.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, System Software</p> <p>MyWorkDrive provides a software-only, on-premises solution for secure remote file access from anywhere for any device. Users gain access in minutes without Sync, VPN, RDP or migrating data. MyWorkDrive is for IT leaders looking for a cloud-like file sharing solution that has ransomware protection & DLP, facilitates data governance compliance (FIPS, HIPAA, FINRA, GDPR), enhances Office 365 real-time</p>

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	online collaboration, with a lower TCO. They give you easy, secure remote access to your organization's files using your server storage with no security worries about your data being in the cloud or syncing down to remote computers.
	Commercial-Off-the-Shelf (COTS) Software, Application Software OpenGov is the leader in budgeting and performance for the public sector whose mission is to power a more effective and accountable government. We offer three easy-to-use cloud-based software solutions that transform how governments budget, measure performance, and engage the public. With OpenGov, agencies can make more informed decisions and drive better outcomes for the public.
	Commercial-Off-the-Shelf (COTS) Software, Application Software PublicInput helps you increase public engagement and communication with your community, while reducing your workload burdens with an integrated solution.
	Commercial-Off-the-Shelf (COTS) Software, System Software, Software as a Service applications, Software for Engineering and Product Development Red Hat delivers hardened, open source solutions that make it easier for enterprises to work across platforms and environments, from the core datacenter to the network edge. By operating transparently and responsibly, we continue to be a catalyst in open source communities, helping you build flexible, powerful IT infrastructure solutions.
	Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software Since 2017, SOMA Global has been a leading provider of cloud-native critical-response public safety software solutions. SOMA's team of public safety veterans and mission-driven developers are focused on enabling agency partners to focus on what matters most, fulfilling their mission in the communities they serve. Through world-class customer service in combination with




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	SOMA Telos™ and SOMA Global's modern-cloud software solutions, operations are a unified ecosystem of pre-built applications, workflows, automations and data interoperability that can be rapidly configured based on the specific needs of your agency and community.
	<p>Commercial-Off-the-Shelf (COTS) Software, Application Software</p> <p>At StreamSets, a Software AG company, their mission is to ensure data engineering teams thrive in today's world of constant change. Streamsets does this by embedding the DataOps philosophy of "continuous data for the connected enterprise" into the StreamSets DataOps Platform. StreamSets empowers data engineers to build, run, monitor, and manage smart data pipelines for modern analytics. StreamSets is the only data integration platform that provides a single design experience for all design patterns for 10x greater developer productivity; smart data pipelines that are resilient to change for 80% less breakages; and a single pane of glass for observing and monitoring all pipelines to eliminate blind spots and control gaps. With StreamSets, you can deliver continuous data for modern analytics and hybrid integration in a world of constant change.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software</p> <p>Swiftly is a single platform to unify your public transit data. Swiftly's products combine to form a single, powerful platform that centers your transit agency on the industry's most accurate data. Swiftly's cloud infrastructure and subscription model simplify how agencies build their transit data stack. Agencies may choose only the products they need, access them from anywhere, and use them with the hardware of their choice.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Application Software</p> <p>ThirdLine was founded by former city and county internal audit analysts and data scientists, along with public accounting professionals. ThirdLine integrates with municipal ERP systems and combines the power of 400 analytics across 10</p>


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	modules to expedite audits, monitor operations, and find fraud, waste, and abuse.
	<p>Commercial-Off-the-Shelf (COTS) Software, Application Software</p> <p>Tricentis is a global leader in enterprise continuous testing. The Tricentis AI-based, continuous testing portfolio of products provide a new and fundamentally different way to perform software testing. An approach that's totally automated, fully codeless, and intelligently driven by AI. It addresses both agile development and complex enterprise apps, enabling enterprises to accelerate their digital transformation by dramatically increasing software release speed, reducing costs, and improving software quality. Widely credited for reinventing software testing for DevOps, cloud, and enterprise applications, Tricentis has been recognized as a leader by all major industry analysts, including Forrester, Gartner, and IDC.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Training</p> <p>Udacity is a global, online training platform powering digital transformation and accelerated time-to-market initiatives for Public Sector, Fortune 500 and Global 2000 enterprises. Udacity programs provide industry-created practitioner skills through a series of "Nanodegree" programs consisting of online courses and real-world projects in artificial intelligence, machine learning, data science, autonomous systems, and cloud computing among other disciplines. In partnership with Udacity's experts, they will co-design a tailored transformation journey to solve acute workforce challenges to deliver next-level business results.</p>
	<p>Software, Commercial-Off-the-Shelf (COTS) Software, Security Software</p> <p>vArmour is the leading provider of Application Relationship Management software. Enterprises around the world rely on vArmour to discover, observe, and control relationships between every user, every application, and across every environment to reduce risk and increase resiliency — all without adding new agents or infrastructure.</p>

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	<p>Software, Commercial-Off-the-Shelf (COTS) Software, Application Software</p> <p>Virtualitics, Inc. operates a platform to merge artificial intelligence, big data, and virtual/augmented reality. Its platform enables users to visualize and understand data; and provides shared virtual office to analyze data, and present and discuss insights.</p> <p>Powered by a suite of AI-enabled products, Virtualitics provides a rapidly deployable end-to-end solution that quickly preprocesses and fuses data sources, builds predictive AI models, and leverages our best-in-class data analytics and visualization platform for exploration and collaboration in either desktop or virtual reality.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Application Software</p> <p>Visual Lease is the #1 lease optimization software. We empower organizations to transform their lease accounting compliance requirements into financial opportunities.</p> <p>We have a passion for simplifying the complex. We are committed to ongoing innovation and unparalleled customer service. We help our customers transform lease compliance requirements into opportunities for hard- and soft-dollar savings.</p>
	<p>Commercial-Off-the-Shelf (COTS) Software, Application Software</p> <p>Workiva created Wdesk, a cloud-based platform that modernizes how people work within thousands of organizations worldwide. With Wdesk, there's no switching back and forth between different versions. Instead, users are able to collaborate in real-time, mitigate risk, and improve productivity. Wdesk gives users the confidence they need to make data-driven decision across the enterprise.</p> <p>Workiva brings together everything you need—teammates, datasets, and data sources—so you can work better in the cloud. Wherever you are, whatever you're doing. Automate what's slowing you down. Focus on what fires you up.</p>

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	<p>Commercial-Off-the-Shelf (COTS) Software, Security Software</p> <p>Zimperium, Inc. is a global leader in mobile device and app security, offering real-time, on-device protection against both known and unknown threats on Android, iOS and Chromebook endpoints. The company was founded under the premise that the then current state of mobile security was insufficient to solve the growing mobile security problem. At the time, most mobile security was a port from traditional endpoint security technologies.</p>
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Services

Category	Services
Financial	Reporting Automation - Comprehensive Annual Financial Report (CAFR)
Financial	Reporting Automation – Financial Statements
Financial	Reporting Automation – Budget Book
Financial	Reporting Automation – Budget Simulations
Financial	Accounting Automation – Automated Reconciliations
Financial	Accounting Automation – Robotic Process Automation
Cloud	Managed Cloud Services
Cloud	Cloud Governance – Compliance, Financial Management
Cloud	Application Modernization
Cloud	Cloud Readiness Advisory
Machine Learning	App Accelerators
Machine Learning	Data Operations Pipeline
Machine Learning	Enhanced Robotic Process Automation – BOT development
Cybersecurity	Software Bill of Materials (SBOM) creation
Cybersecurity	Secure software supply chain risk management
Financial Service Offerings	Fair Market Value Lease
Financial Service Offerings	Purchase Option Lease
Financial Service Offerings	Payment Agreements
Financial Service Offerings	Direct and Indirect Financing

Warranty

Each software supplier provides their own Warranty that is provided to a public sector agency at the time of purchase. These warranties, and end user licensing agreements are available for review if so desired.

Tab 6 – References

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

Tab 7 – Pricing

Please see the attached pricing sheet that was submitted electronically via the Bonfire portal.

Tab 8 – Value Added Products and Services

Presales Engineering Talent

Vertosoft's focus on emerging and innovative technologies are supported by experienced technical resources to identify the best overall solution for NCPA members. Vertosoft Account Managers are trained presales specialists who focus on specific technology domains such as Cloud Computing, Machine Learning and Artificial Intelligence, Cybersecurity, and Big Data and Analytics. Partnered with dedicated engineering resources from the software supplier, Vertosoft can provide NCPA members important insights about the technology solutions to best meet the member's needs.

Quality and Responsiveness

Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of quality and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include:

- Maintaining product catalogs and price lists on different government contract vehicles.
- Error free quoting to the government on behalf of our technology partners.
- Efficient purchase order (PO) processing from our government customers.
- Efficient PO delivery to our technology partners.
- Accurate invoice creation for government customers for solutions delivered by our technology partners.
- Payments to our technology partners upon payment from the government.
- Customer satisfaction measurement with the overall procurement process experience through Vertosoft.

Dedicated Customer Success Management Team

Vertosoft will assign a dedicated Customer Success Manager (CSM) team to NCPA members. The assigned CSM team will all be US citizens with knowledge of the different software manufacturer's software entitlement systems, license management processes, and technical support systems. Vertosoft provides a dedicated 1-800 number and email address that will connect participating entities directly with the dedicated CSM team.

The CSM will be able to provide NCPA and participating entities with the following benefits:

- Software Entitlement management support
- Customized license reporting and usage
- Service Desk Management Portal – ability to open and manage service tickets with Vertosoft CSM team
- Technical Outreach and Advisory Sessions

Vertosoft's CSM team will assist NCPA and participating entities with tracking the usage for each product. The CSM team will provide NCPA metrics on the calls/emails into the Vertosoft 1-800 and dedicated email address along with open/closed service tickets to help NCPA understand the volume and scale of support being requested and provided. Vertosoft will also provide NCPA participating entities with access to VertoDesk, which is a software entitlement portal where assigned participating entities can see the list of current software entitlements.

Marketing and Training

Each of the software suppliers supported by Vertosoft provide complimentary webinars to NCPA member agencies to help them better understand different features within the tool, so that agencies can maximize the investment in the technology.

Vertosoft also hosts 'Tech-Days' where we bring emerging technology suppliers to our public sector customers where they can engage in technical deep dives, learn about product roadmaps, and get key industry updates and insights.

Within the first 14 days after award Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations.

Within 30 days after award, Vertosoft will launch a dedicated web site with the NCPA standard logo. The website will have a copy of the original request for proposal, copy of the contract, summary of products being offered, marketing materials, and a link to NCPA website. Vertosoft will also include a dedicated toll-free number and email address for NCPA participating entities.

Within 60 days after award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future.

Secure Software Supply Chain

Executive Order 14028, "Improving the Nation's Cybersecurity" called to establish baseline security standards for development of software. As part of this effort, Vertosoft is working with our suppliers to develop a 'software bill of materials' (SBOM) to help public sector agencies better understand the nested libraries that make up the software components they are using.

Minority and Women Business Enterprise (MWBE) and HUB Participation

Vertosoft believes that a diverse supplier base is important to our overall success as an organization. This is evident by hundreds of service and resell partners that Vertosoft works with around the country that are either minority, women owned, service disabled veteran, certified 8(a), or HUB Zone companies. These partners compliant our software supplier's diversity programs and help public sector agencies meet their own goals for diversity.

Government Financing and Structured Payment Plans

Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allow us to provide the government with simplified terms and conditions and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.

Tab 9 – Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	<u>Vertosoft LLC</u>
Address	<u>1602 Village Market Blvd SE Suite 320</u>
City/State/Zip	<u>Leesburg, VA 20175</u>
Authorized Signature	<u><i>Chet Hayes</i></u>
Date	<u>03/22/2023</u>

ANTITRUST CERTIFICATION STATEMENTS

TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name Vertosoft LLC

Address 1602 Village Market Blvd SE Suite 320

City/State/Zip Leesburg, VA 20175

Telephone Number 571.707.4137

Fax Number

Email Address chet@vertosoft.com

Printed Name Chet Hayes

Title Chief Technology Officer

Authorized Signature *Chet Hayes*

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>

Manufacturer	Discount off List	Website	Description
AIComply	2.00%	https://aicomply.us/	You can purchase a digital audit, which uses Intelligent Knowledge Graph technology, to ask a series of questions to establish current and future compliance considerations for your application in a single jurisdiction.
Alation	2.18%	https://www.alation.com/	<p>Alation is a data catalog where everyone in an organization can find the data that they need to collaborate. Alation automatically indexes data by source and gathers knowledge about the data. Like Google, Alation uses machine learning to continually improve human understanding. Organizations are able to browse all of their data without any technical jargon. This allows for a simple interface to connect the language of your business to the technical schema of data. Alation also helps build the query and signals whether data is trustworthy with inline recommendations powered by the catalog. Organizations will be able to see their data, understand their data, and collaborate with data</p>
AlliConnect	2.00%	https://www.alliconnect.com/	Alli Connect is a digital mental health platform designed to support first responders through proactive wellness initiatives. Utilizing AI-driven tools, the platform offers features such as therapist matching, peer support management, wellness check-ins, and a comprehensive digital resource center. These tools aim to identify and address mental health concerns early, fostering resilience and reducing stigma within high-stress professions.
Automation Anywhere	4.28%	https://www.automationanywhere.com/	<p>Automation Anywhere utilizes Robotic Process Automation. This enables the organization with tools to create their own software robots to automate any business process. The "bots" are configurable software set up to perform the tasks assigned and controlled. Think of them as your Digital Workforce. Show the bots what to do, then let them do the work. They can interact with any system or application the same way you do. Bots can learn. They can also be cloned. See how they are working and adjust and scale as you see fit. It's code-free, non-disruptive, non-invasive, and easy.</p>
Autura	3.00%	https://autura.com/	Autura is the leading SaaS solution, serving major cities such as Miami, San Francisco, Rome, and 25 others. It alleviates the burdens of vehicle management by helping cities improve traffic flow and enhance law enforcement productivity. Autura keeps vehicles and cities moving smoothly for law enforcement, government officials, and vehicle owners.
BeamSec	2.00%	https://beamsec.com/	BeamSec provides comprehensive cybersecurity solutions, including phishing simulations, email threat management, and secure messaging, to protect organizations against evolving digital threats.
BeyondTrust	2.90%	https://www.beyondtrust.com/	BeyondTrust is the worldwide leader in intelligent identity and access security, empowering organizations to protect identities, stop threats, and deliver dynamic access to empower and secure a work-from-anywhere world. Our integrated products and platform offer the industry's most advanced privileged access management (PAM) solution, enabling organizations to quickly shrink their attack surface across traditional, cloud and hybrid environments.
Blackline	3.00%	https://www.blackline.com/	BlackLine’s cloud-based financial operations management and market-leading customer service help companies move to modern accounting by unifying their data and processes, automating repetitive work, and driving accountability through visibility. BlackLine provides solutions to manage and automate financial close, accounts receivable and intercompany accounting processes, helping large enterprises and midsize companies across all industries do accounting work better, faster and with more control

Manufacturer	Discount off List	Website	Description
CAST Software	2.00%	https://www.castsoftware.com/	<p>Federal, DoD, State and Local Digital Leaders, as well as public sector system integrators use CAST technology every day, automating the delivery of software intelligence insights, empowering government decision making around mission-critical, custom-built, software systems. CAST Highlight rapidly deploys portfolio-focused technology to enable department-level enterprise modernization to cloud initiatives, identify open-source software risk across an agency portfolio while providing enterprise architects application-specific data required to support portfolio investment decisions.</p> <p>CAST Imaging offers an MRI-like visualization and knowledgebase built on automated “full-stack” and end-to-end analysis of complex systems, ranging from legacy mainframe, customized ERPs, classic n-tiered applications and modern frameworks, and development languages. Imaging provides the application-specific knowledge supporting change related impact analysis, fostering better integrator / government collaboration, and ensuring target architecture compliance.</p>
Chainbridge Technologies	5.00%	https://www.chainbridgetech.com/	<p>Chainbridge Technologies was founded in 2003 to deliver mission-critical, operations-centric systems with an emphasis on addressing specialized scientific, engineering, and technical challenges. Chainbridge Technolgoies started developing their first emergency management solutions in 2004, and today their planning, preparedness, response, and recovery systems are utilized by tens of thousands of emergency managers and responders across all levels of government and the private sector. Their innovative use of cloud, mobile, GIS, and social media technologies, combined with policy and operational subject matter expertise, is applicable to the full spectrum of emergency response missions encompassing both All-Hazard and CBRN incidents.</p>
Civic Roundtable	2.00%	https://www.civicroundtable.com/	<p>Civic Roundtable is a government operations platform that powers complex, interagency efforts. By consolidating and disseminating information from disparate sources across networks of agencies and partners, Roundtable grants unparalleled visibility into progress and outcomes. With Roundtable, public servants get fast answers to their most important questions and easy access to the resources they need — giving back time to focus on serving their communities.</p>
Claroty	3.00%	https://claroty.com/	<p>Claroty's unified platform integrates with customers' existing infrastructure to provide a full range of controls for visibility, risk and vulnerability management, threat detection, and secure remote access. Backed by the world's largest investment firms and industrial automation vendors, Claroty is deployed by hundreds of organizations at thousands of sites globally. The company is headquartered in New York City and has a presence in Europe, Asia-Pacific, and Latin America.</p>
CloudApper	2.00%	https://www.cloudapper.ai/	<p>CloudApper AI lets enterprises tap into generative AI's potential while avoiding vendor lock-in and sharing corporate data with outside entity.</p>
Collibra	1.26%	https://www.collibra.com/us/en	<p>Collibra helps their customers do more with trusted data. Their Data Intelligence Platform brings flexible governance, AI governance, continuous quality and built-in privacy to the world's leading brands.</p>
Connors Group	2.00%	https://connorsllc.com/	<p>Connors Group offers consulting services focused on enhancing operational efficiency, productivity, and employee satisfaction. Their expertise spans across productivity improvement, human capital management, strategic consulting, and operational technology, providing tailored solutions for various industries including retail, manufacturing, and healthcare.</p>

Manufacturer	Discount off List	Website	Description
Cornerstone OnDemand	3.00%	https://www.cornerstoneondemand.com/	<p>Today’s ever-changing business conditions require you to be adaptable, drive productivity, and continue to test the resiliency and growth of your organization. To reach the level of agility today demands, you need to connect your people’s success to your organization’s success.</p> <p>With Cornerstone Learning, you can deliver modern learning at scale to your people. And when you can connect your people, data, content, and systems, you’ll optimize your continuous talent development.</p>
Covalence	3.00%	https://covalence.io/	<p>At Covalence, we believe in the power of people. Our award-winning implementation and support teams break down the barriers between HR technology and worker by simplifying the complex, automating the transactional, and driving adoption across the business. From project inception through “go live” and beyond, Covalence ensures we meet your needs and exceed your expectations. On time. On budget. Every time. As a result, our clients boost engagement, improve compliance, and increase the overall agility of their business.</p>
DataRobot	2.27%	https://www.datarobot.com/	<p>DataRobot, the AI platform leader, empowers organizations to drive real-world value with AI. With over a decade at the forefront of AI innovation, we know what it takes to make a real difference – to your bottom line, to your business vision, and to the world around us. Our full-lifecycle, open platform allows your organization to quickly build, securely operate, and confidently govern your entire AI landscape from a single, unified experience. Organizations across industries and geographies trust DataRobot to help solve their biggest challenges with AI, leveraging generative and predictive capabilities today while providing the flexibility to adapt to the innovations of tomorrow.</p>
Devo	2 - 8.4%	https://www.devo.com/	<p>Devo is reinventing logging and security analytics as the next generation SIEM platform for the Public Sector.</p> <p>Devo enables you to ingest data from all your data sources, closing the visibility gap that puts your organization at higher risk. Security Operations integrates with your existing security ecosystem to enrich investigations with valuable context. Being able to seamlessly integrate all your data sources and ease your scaling worries. Devo exceeds your needs with none of the infrastructure management overhead. Stop worrying about search volume and concurrency. Devo supports thousands of always real-time concurrent queries. That’s what confidence in a logging and security analytics platform feels like.</p>
Digital.ai	5.17%	https://digital.ai/	<p>Digital.ai is the first enterprise value stream management platform that enables enterprises to focus on outcomes instead of outputs, create greater business value faster, and deliver secure digital experiences their users trust. The Digital.ai Value Stream Platform seamlessly integrates all the disparate tools and processes across the various DevOps initiatives, uses data and AI/ML to create connective tissue between them, and provides the real-time, contextual insights required to drive and sustain successful digital transformation. With Digital.ai, enterprises have the visibility they’ve been seeking to deliver value, drive growth, increase productivity, reduce security risks, and improve customer experience.</p>
DXC Technology (Tribridge Holdings)	2.00%	https://dxc.com/us/en	<p>DXC Technology (NYSE: DXC) helps global companies run their mission-critical systems and operations while modernizing IT, optimizing data architectures, and ensuring security and scalability across public, private and hybrid clouds. The world’s largest companies and public sector organizations trust DXC to deploy services to drive new levels of performance, competitiveness, and customer experience across their IT estates.</p>

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EcoInteractive	3.00%	https://www.ecointeractive.com/	EcoInteractive provides industry-leading enterprise SaaS solutions to government transportation and environmental organizations nationwide. Our products support a diverse range of critical workflows for agencies planning our country's vast transportation infrastructure. Our software transforms data into integrated real-time insights that enable the management of transportation improvement projects worth hundreds of billions of dollars. Our SaaS solutions are also extensively utilized in integrating workflow and data sets for the management of environmental projects.
EMAM, Inc.	2.00%	https://www.emamsolutions.com/	eMAM™ is a media asset management platform that gives users powerful tools to find and use lightweight proxy or native resolution media from any number of local or cloud storage and archive systems. With scores of best-in-breed integrations, eMAM can provide complete integrated media workflows, scalable for organizations of any size. Acquire, organize, create, collaborate, deliver, and archive with eMAM.
Enveil	3.00%	https://www.enveil.com/	Enveil is a pioneering data security company protecting Data in Use. Enveil's business-enabling and privacy-preserving capabilities for secure data search, sharing, and collaboration protect data while it's being used or processed – the 'holy grail' of data encryption. Powered by homomorphic encryption, Enveil's ZeroReveal® solutions provide Trusted Compute in Untrusted Locations™, allowing organizations to securely derive insights, cross-match, and search third-party data assets without ever revealing the contents of the search itself or compromising the security or ownership of the underlying data. Enveil is NIAP/CSfC-certified to deliver nation-state level protection to the global marketplace. Founded by U.S. Intelligence Community alumni with backgrounds in mathematics, algorithmics, and machine learning, Enveil is revolutionizing data security by addressing a Data in Use vulnerability that people have been chasing for more than 20 years.
ESC Partners	2.00%	https://www.esc-partners.com/	ESC Partners specializes in assisting utilities and municipalities with seamless transitions to cloud-based systems by implementing and supporting Oracle software solutions. Their services include customer care platforms, application managed services, and comprehensive support to enhance operational efficiency and customer engagement.
eSkillz	2.00%	https://eskillz.com/	Holistic services for HCM/LMS Support, Technical Solutions, & Performance Enablement.
Esper	5.00%	https://esper.com/	The first cloud-based software to manage the end-to-end policymaking process. Policymakers save time and resources with a single source of truth for all policymaking activity. Esper is a mission-driven group of technologists and policy experts passionate about improving the policymaking process in government. With better access to data, comes more informed policy. Esper started by ingesting federal and state regulations and laws directly into the product. We allow agencies to seamlessly search policy by keyword, flag policies to review later and conduct side-by-side comparisons of policies. Esper believes in increased transparency across the policymaking process. This is why citizen engagement is a core function of our product. Agencies can gather and analyze this meaningful feedback from the citizens their policies impact the most.
F.H. Black & Company	3.00%	https://www.fhblackinc.com/	ACFR / financial statements / budget book automation, data analytics, business process optimization & best practices for finance and budget departments. For over 25 years, we have enabled public sector finance & budget departments across North America to improve and automate their most time consuming, monotonous, and dreaded business processes.

Manufacturer	Discount off List	Website	Description
Fleet Device Management	3.00%	https://fleetdm.com/	Fleet is an open-source platform for IT and security teams with thousands of computers. Fleet's dedication to openness is what's "core" for the brand, and what makes it so special. It is why they are able to provide a path through the thicket, and not just another layer of underbrush. It influences the grand strategy, the product, the support, the UX, the brand, the company... everything.
FloQast	2.00%	https://floqast.com/	FloQast is the leading provider of accounting workflow automation created by accountants for accountants. By automating common accounting workflows and helping to streamline and make them more efficient, FloQast is the place where accounting teams want to work so they can focus on what matters most, even when that's just going home on time.
FLUXX Labs	3.00%	https://www.fluxx.io/	Fluxx cloud based grants management software helps government agencies manage their data in one place, reduce the time to respond and collaborate with grantees and team members, and connect your systems to a single source of the truth. Fluxx supports your end to end grantmaking operations: from Notices of Funding Opportunities to Pre-award application intake and review to Post-award payments and reporting requirements -- and all in one intuitive and integrated platform. It's modern solution helps reduce complexity for Grantors, ease administrative burden on grantees, improve visibility into the grants process and mitigate compliance risk through robust audit trails. With a centralized data-driven platform, all information is connected in a single solution for grants management.
GovUS	2.00%	https://www.govus.com/	GovUS partners with local governments to enhance stability and efficiency by offering services such as payroll management, vendor management and accounts payable, bookkeeping, and cash receipting.
Gravity	2.00%	https://igm.technology/	Gravity is a leading cloud-based solution tailored for the government sector, offering comprehensive automation for financial report publishing, budget management, lease accounting, debt management, and account reconciliation. Powered by the advanced Multi-Dimensional Financial Management (MDFM) data model, Gravity ensures accurate, rule-based link flow
GridMatrix	2.00%	https://www.gridmatrix.com/	GridMatrix is transforming transportation infrastructure to meet the demands of the next 50 years by building a new digital layer alongside physical upgrades. Their cloud-based platform integrates data from city sensors to deliver real-time insights that reduce congestion, accidents, and emissions. Already capable of tracking freight traffic, estimating fuel consumption, and alerting emergency responders within milliseconds, GridMatrix is now expanding to incorporate data from connected vehicles, mobile devices, and satellites to create a true digital twin of urban mobility.
HAAS Alert	2.00%	https://www.haasalert.com/	HAAS Alert's mission is to build lifesaving mobility solutions to make vehicles and roads safer and smarter. Their vision is a connected, collision-free world where everyone gets home safely. HAAS Alert's Safety Cloud service sends real-time digital alerts to drivers, connected cars, and autonomous vehicles via vehicle dashboards and infotainment systems, navigation applications, and smartphones to aid drivers earlier in making safer, smarter driving decisions.
HappyFox	2.00%	https://www.happyfox.com/	HappyFox is a ridiculously easy, powerfully simple customer support and ticket management software. HappyFox integrates with your email accounts & website to ensure that all your support requests get collated. Our software ensures better organization, faster responses, the ability to track everything and giving you the best customer service option out there!

Manufacturer	Discount off List	Website	Description
Harness	3.00%	https://www.harness.io/	Harness is the industry’s first end-to-end software delivery platform using AI/ML. The modular platform is comprised of Continuous Integration (CI), Continuous Delivery (CD), Cloud-Cost Management (CCM), Feature Flags, Security Test Orchestration (STO), Service Reliability Management (SRM), and Chaos Engineering (CE). Harness provides a simple, safe, and secure way for government enterprises to release applications to production across their respective mission-based architectures. By implementing the Harness software delivery platform, users can reduce total cost of IT spend through an integrated SDLC, accelerate network and cloud computing migration, develop a standardized DevOps practice, and adopt a true agile DevSecOps practice through our OPA-based governance engine and custom pipeline policies.
Harpoon Corp.	2.00%	https://www.harpoon.io/	With Harpoon, your team doesn’t need to spend weeks learning Kubernetes just to get started. Their no-code interface turns even the most complex configurations into a simple, visual process. Every deployment follows security best practices from the start. Harpoon automates configurations to help you avoid common vulnerabilities, so your deployments stay secure without extra effort.
HCL	4.88 - 21.05%	https://www.hcltech.com/	HCLSoftware is a division of HCL Technologies (HCL) that operates its primary software business. We develop and deliver technology in the areas of enterprise security, customer experience, digital transformation, and secure devops.
HRchitect	2.00%	https://hrchitect.com/	HRchitect is the only consulting firm that specializes solely in Human Capital Management and delivers expertise around the full lifecycle of HCM technology. Since 1997, we’ve helped thousands of organizations across the globe create strategies, select, implement and support Talent Acquisition, Talent Management, HRIS, Workforce Management and Benefits systems.
HRTM Consulting	2.00%	https://www.hrtmconsulting.com/	HRTM Consulting specializes in providing comprehensive solutions for workforce and human capital management, leveraging the UKG (formerly Kronos) suite of products. Their services include implementation, upgrades, custom reporting, database administration, and managed services tailored to industries such as public safety, healthcare, education, and municipal organizations. HRTM prides itself on a personal approach, offering one-on-one concierge service and quick turnaround times to help clients optimize productivity and streamline operations.
HyBridge Solutions	2.00%	https://www.hybridgesolutions.com/	HyBridge Solutions is a technology consulting firm specializing in Infor and UKG (Ultimate Kronos Group) software solutions. They provide services such as project management, strategic consulting, cloud-managed support, deployment, and custom training to help organizations optimize and manage their enterprise systems.
IBM (SaaS)	0.00%	https://www.ibm.com/us-en	IBM creates value for clients by providing integrated solutions and products that leverage: data, information technology, deep expertise in industries and business processes, with trust and security and a broad ecosystem of partners and alliances. IBM solutions typically create value by enabling new capabilities for clients that transform their businesses and help them engage with their customers and employees in new ways. These solutions draw from an industry-leading portfolio of consulting and IT implementation services, cloud, digital and cognitive offerings, and enterprise systems and software which are all bolstered by one of the world’s leading research organizations.
iDocket	5.00%	https://online.idocket.com/	iDocket.com is an Internet website that contains case information from an ever-increasing number of the nation’s trial courts.
Illumio	2.00%	https://www.illumio.com/	Illumio is a cybersecurity company specializing in Zero Trust Segmentation (ZTS) to prevent breaches and ransomware from spreading across hybrid IT environments. The platform provides real-time visibility into application traffic and enforces microsegmentation policies, enhancing security and compliance.

Manufacturer	Discount off List	Website	Description
Immersive Labs	5.00%	https://www.immersivelabs.com/	Immersive Labs is the world’s first human cyber readiness platform. Immersive Labs technology delivers challenge-based cybersecurity content developed by experts and powered by the latest threat intelligence. Through Crisis Simulation, Cyber Ranges, Capture the Flag Events, or one of the 1000+ individual labs, Immersive Labs unique approach enables businesses to battle-test and evidence their workforce’s preparedness to face emerging cyber threats.
Improv	2.00%	https://www.improvizations.com/	Improvizations specializes in customizing UKG (Ultimate Kronos Group) workforce management solutions to enhance organizational efficiency and achieve workforce goals.
InQuest	2.00%	https://inquest.net/	InQuest is the leader in File Detection and Response (FDR) services and solutions delivered through two key technologies, Deep File Inspection (DFI) for real-time threat prevention and RetroHunt, a novel approach that leverages the power of hindsight to apply today's threat intelligence to yesterday's data. Available as an Integrated Cloud Email Security Solution (ICES), a high-throughput on-premises network appliance, or via API. InQuest excels at enforcing Zero Trust on a global scale, applying fanatical research to protect your users from the myriad of attacks of today and the evolving threats of tomorrow.
InvoiceCloud	16.67 - 50%	https://invoicecloud.net/	InvoiceCloud provides a complete, simple, and secure electronic bill presentment and payment solution. It's SaaS platform provides flexible and always-up-to-date online payment solutions that can be configured to meet the unique needs of your organization. And it's simple-to-use interface engages customers throughout the payment process to deliver your highest ever e-payment adoption rates.
Ivy.ai	2.00%	https://ivy.ai/	Ivy.ai is an innovative technology company specializing in AI-powered chatbots and omnichannel communication platforms, designed to enhance customer support. Founded in 2016, Ivy.ai has made significant strides in leveraging AI to provide accurate, 24/7/365 assistance across various sectors, including government, education, and healthcare. The company’s solutions are distinguished by their ability to seamlessly integrate with an organization’s existing knowledge sources, ensuring up-to-date and consistent information delivery. With a focus on ease of deployment and maintenance, Ivy.ai’s chatbots are built quickly and require no coding for upkeep, thanks to their industry-leading crawler technology and unique shared brain
JK Seva Inc.	2.00%	https://jkseva.com/	JK Seva is a Software Solutions Organization and Reseller focused on Enterprise Resource Planning (ERP), Scheduling, and WorkForce Management.
Kubecost	2.00%	https://www.kubecost.com/	Kubecost is the leading Kubernetes Cloud Cost Monitoring tool, according to CNCF customer surveys. Kubecost empowers over 5000 companies to manage more than \$2B in Kubernetes spend by balancing cost, performance, and reliability. Kubecost is open source, purpose-built for engineers, and deployable in less than five minutes.
LogicMonitor	2.00%	https://www.logicmonitor.com/	LogicMonitor is a unified, cloud-based observability platform that delivers real-time monitoring across hybrid infrastructure, including networks, servers, applications, and cloud environments. With automated discovery, intelligent alerting, and AI-powered insights, it enables IT teams to proactively identify and resolve issues before they impact performance. LogicMonitor’s scalable and agentless architecture makes it an efficient and secure solution for modern IT operations.
Lone Rock Point	2.00%	https://lonerockpoint.com/	Lone Rock Point is a web design and development agency focused on modernizing public sector digital experiences using enterprise WordPress and open-source technologies.
LSL	14.77 - 34.93%	https://lslcpas.com/	LSL CPAs delivers the comprehensive accounting and financial services you expect with specialized expertise in several industries that require knowledgeable and timely oversight. Operating throughout the United States, LSL CPAs has the capacity to serve companies and organizations of a larger footprint while remaining attentive and personal.

Manufacturer	Discount off List	Website	Description
MicroStrategy	3.00%	https://www.microstrategy.com/	The MicroStrategy ONE platform provides access to AI-powered workflows, unlimited data sources, cloud-native technologies, and unparalleled performance to speed up time from data to action. MicroStrategy is here to help you align the future of AI/BI technology with your company vision. With MicroStrategy, the world’s most innovative companies discover new insights, create custom product experiences that users rave about, and improve operations globally.
MongoDB	0.50%	https://www.mongodb.com/	MongoDB is a modern database platform that makes it easy to store and manage data in a flexible, document-like format. It’s designed to handle large amounts of data efficiently, making it perfect for apps that need to scale and adapt quickly.
Mosaic Consulting Group	3.00%	https://mosaic-cg.com/	Established in 2011, Mosaic Consulting Group is an award-winning UKG® consulting partner specializing in full-suite UKG implementation services, managed services, system integration, support, training, optimization, configuration and customization. We are based in Nashville, Tennessee, and a proud member of the National Association of Woman Business Owners.
Motive	2.00%	https://gomotive.com/	Motive provides an AI-powered integrated fleet management platform that enhances safety, productivity, and profitability for businesses. Its solutions include real-time GPS tracking, driver safety monitoring with AI dashcams, regulatory compliance automation, and fuel economy improvement.
MyWorkDrive	5.00%	https://www.myworkdrive.com/	MyWorkDrive provides a software-only, on-premises solution for secure remote file access from anywhere for any device. Users gain access in minutes without Sync, VPN, RDP or migrating data. MyWorkDrive is for IT leaders looking for a cloud-like file sharing solution that has ransomware protection & DLP, facilitates data governance compliance (FIPS, HIPAA, FINRA, GDPR), enhances Office 365 real-time online collaboration, with a lower TCO. They give you easy, secure remote access to your organization’s files using your server storage with no security worries about your data being in the cloud or syncing down to remote computers.`
Ocient	2.00%	https://ocient.com/	Ocient enables organizations to explore and interact with hyperscale data sets quickly, cost effectively, and in previously infeasible ways to deliver meaningful insights and drive customer innovation. Ociant has built a hyperscale enterprise data warehouse platform that enables rapid transformation and analysis of massive (petabyte)-scale data at speeds 10x-50x faster than competitive solutions.
Ontotext	2.00%	https://www.ontotext.com/	Ontotext helps turn data into a competitive advantage, enhancing information access and delivering greater value through a semantic knowledge graph. Through an advanced semantic knowledge graph database, information that may be spread across various systems can now be connected and relationships and insights can be discovered.
OpenGov	5.00%	https://opengov.com/	OpenGov is the leader in budgeting and performance for the public sector whose mission is to power a more effective and accountable government. We offer three easy-to-use cloud-based software solutions that transform how governments budget, measure performance, and engage the public. With OpenGov, agencies can make more informed decisions and drive better outcomes for the public.
OpenSesame	3.00%	https://www.opensesame.com/	OpenSesame helps develop the world’s most productive and admired workforces. With the most comprehensive catalog of eLearning courses from the world’s top publishers, OpenSesame is here to help you every step of the way, from finding courses, mapping them to your core competencies, syncing them with your LMS to increasing utilization and improving your L&D programs. Not only will you have the flexibility of multiple purchasing options from OpenSesame, you’ll find it simple to use and administer your eLearning courses.

Manufacturer	Discount off List	Website	Description
OPSWAT	2.00%	https://www.opswat.com/	OPSWAT brings comprehensive cybersecurity solutions that easily integrate into existing technologies and workflows in the Public Sector. For those in Defense and National Security, Justice and Public Safety, Government, and Education, we are the trusted source for end-to-end IT/OT cybersecurity. We are here to protect your agencies critical infrastructure.
OutSystems	3.73%	https://www.outsystems.com/	OutSystems is a modern application platform that simplifies every stage of the app development and delivery process. Developers and teams can provide apps the business requires at the speed the market demands.
Parabol	2.00%	https://www.parabol.co/	Parabol is a team collaboration platform designed to support agile workflows through structured meetings such as retrospectives, sprint planning, and check-ins. It enables distributed and hybrid teams to align effectively by automatically capturing discussion outcomes, generating action items, and integrating with tools like Jira and GitHub. Parabol enhances productivity and transparency across engineering and product teams.
PredictiveHR	3.00%	https://predictivehr.com/	PredictiveHR is Human Capital Consulting 2.0. We offer the key 3 Pillars to Success: Consulting, Data Integrity & Analytics.
primeFORCE	2.00%	https://www.primeforcetech.com/	PrimeFORCE offers expert consulting and leading technologies to help organizations optimize workforce software and benefits. PrimeFORCE provide services such as benefits administration, broker solutions, and secure, cloud-based archiving and reporting for historical data.
Prism PPM	2.00%	https://prismppm.com/	Prism PPM is the leading Project Portfolio Management (PPM) solution used by successful organizations to manage their projects strategically, mature their Project Management Office (PMO), and ensure alignment with their mission and high-level objectives. Spreadsheets and task management tools don't allow you to easily manage your entire project portfolio, drive greater benefit realization, or improve your processes. Prism PPM is built to help you do exactly that by empowering the PMO. Align data and teams around the work that drives the most value. Provide transparency to constituents and stakeholders. Get the leverage to improve delivery outcomes. Risk less and realize more with Prism PPM.
Profit Apps	5.00%	https://www.profit.co/	<p>Most municipalities struggle to execute their strategies effectively. Profit.co, a leading provider of enterprise SaaS applications based out of the US is changing that. The company's mission is to help organizations execute their goals using its SaaS application and coaching support.</p> <p>Profit.co has become the preferred choice for numerous city government organizations, Fortune 500 companies, and enterprises seeking seamless execution of their strategies and initiatives. Profit.co's innovative tools help these organizations plan, execute, and track progress easily. By bridging the gap between strategy and execution, Profit.co helps organizations turn their visions into reality for sustainable growth.</p>
Project Genetics	2.00%	https://projectgenetics.com/	Our customized UKG offerings and workforce management solutions are designed to address the unique challenges faced by modern businesses.
PublicInput	5.00%	https://publicinput.com/wp/	The only end-to-end solution for the public engagement process, the PublicInput Platform is composed of three core components: Public Engagement Hub, Public CRM, and Public Contact. As an all-in-one engagement and communications platform, our mission is to connect government agencies with the communities they serve and facilitate equitable participation and representative data.

Manufacturer	Discount off List	Website	Description
Quokka	2.00%	https://www.quokka.io/	Quokka’s Mobile Application Security Testing (MAST) solution automatically analyzes mobile apps—without source code access—using static and dynamic analysis to quickly detect security and privacy vulnerabilities. It integrates with CI/CD pipelines and MDM/UEM tools to test internal and third-party apps, identifying risks before deployment. Quokka also continuously monitors app updates and ensures compliance with top security standards like NIST, NIAP, and OWASP.
RCM Technologies	3.00%	https://www.rcmt.com/	RCM Technologies delivers specialized IT and engineering services with a strong focus on software development, systems integration, and digital transformation solutions. Through tailored consulting and technical support, RCM helps public sector clients implement, manage, and optimize software systems to meet complex operational and compliance requirements.
Ready Rebound	2.00%	https://readyrebound.com/	A Health and Wellness Solution For First Responders: Pro athletes get specialized, high-level, quality orthopedic care. We believe the same expedited, quality care should be available to our nation’s tactical athletes. Over 350 public safety and public works departments have partnered with Ready Rebound to reduce time to recovery, decrease risk of injury, and augment case management and communication.
Red Hat	2.27 - 19.88%	https://www.redhat.com/en	Red Hat Enterprise Linux is the world’s leading enterprise Linux platform, certified on hundreds of clouds and with thousands of hardware and software vendors. Red Hat Enterprise Linux can be purchased to support specific use cases like edge computing or SAP workloads, but every subscription includes these core benefits:
Red Rover Technologies	3.00%	https://www.redroverk12.com/	Red Rover has been built from the customer-first perspective, delivering on the features that education professionals yearn for – an easy-to-use, adaptive, and delightful experience that grows with any school district, flexible and customizable to what educators tell us they need. With Red Rover, administrators can assess staffing needs, teachers/other full-time staff can declare time off, and substitutes can connect with openings tailored to their skill sets. Although our service is rooted in technology, our people are our most valued asset. Our culture of trust and transparency allows us to adapt to evolving client needs more effectively and helps create meaningful, enduring relationships.
Riscosity	2.00%	https://www.riscosity.com/	Riscosity is the modern data flow security platform. We show our clients all the third parties their software is communicating with, and we give them the ability to monitor and protect their outbound data flows in real time – ensuring that sensitive data only ever reaches its intended destinations.
Sability	2.00%	https://sability.com/	Sability is a leading Human Capital Management (HCM) consulting firm and premier UKG partner in North America, offering services such as strategy development, system implementation, and managed services to help organizations modernize their HCM and Workforce Management (WFM) systems.
Schoox	3.00%	https://www.schoox.com/	Schoox has everything you need to train your teams, measure results, and develop the skills people need to pursue opportunities. Provide intuitive user experiences that amplify learning and development for everyone and watch your learners thrive.
SecurityScorecard	2.00%	https://securityscorecard.com/	SecurityScorecard provides an easy-to-understand rating of cybersecurity posture based on a comprehensive outside-in view — the same view threat actors have. Using non-intrusive, proprietary data collection methods, and open-source threat feeds, SecurityScorecard quantitatively evaluates the cybersecurity posture of any organization and provides deep, daily intelligence into current and emerging threats.

Manufacturer	Discount off List	Website	Description
Simpplr	2.00%	https://www.simpplr.com/	Simpplr is an AI-powered employee experience platform that enhances workplace engagement by providing personalized communication, recognition, and interaction tools, enabling organizations to foster a vibrant culture and improve internal processes.
SOMA Global	5.00%	https://www.somaglobal.com/	Since 2017, SOMA Global has been a leading provider of cloud-native critical-response public safety software solutions. SOMA's team of public safety veterans and mission-driven developers are focused on enabling agency partners to focus on what matters most, fulfilling their mission in the communities they serve. Through world-class customer service in combination with SOMA Telos™ and SOMA Global's modern-cloud software solutions, operations are a unified ecosystem of pre-built applications, workflows, automations and data interoperability that can be rapidly configured based on the specific needs of your agency and community.
Spare	1.50%	https://sparelabs.com/en	Spare, a Vancouver-based startup, is on a mission to help accelerate the global shift to autonomous vehicles by enabling anyone to create and manage a smart transportation network in seconds. With Spare Platform, Spare’s core product, anyone can plan, launch, operate, and analyze a smart transportation network, all from one place.
StreamSets	10.00%	https://streamsets.com/	At StreamSets, a Software AG company, their mission is to ensure data engineering teams thrive in today’s world of constant change. Streamsets does this by embedding the DataOps philosophy of “continuous data for the connected enterprise” into the StreamSets DataOps Platform. StreamSets empowers data engineers to build, run, monitor, and manage smart data pipelines for modern analytics. StreamSets is the only data integration platform that provides a single design experience for all design patterns for 10x greater developer productivity; smart data pipelines that are resilient to change for 80% less breakages; and a single pane of glass for observing and monitoring all pipelines to eliminate blind spots and control gaps. With StreamSets, you can deliver continuous data for modern analytics and hybrid integration in a world of constant change.
Swiftly	5.00%	https://www.goswift.ly/	Swiftly is a single platform to unify your public transit data. Swiftly’s products combine to form a single, powerful platform that centers your transit agency on the industry’s most accurate data. Swiftly’s cloud infrastructure and subscription model simplify how agencies build their transit data stack. Agencies may choose only the products they need, access them from anywhere, and use them with the hardware of their choice.
SymphonyAI	2.00%	https://www.symphonyai.com/	Symphony SummitAI's advanced, modular solution unifies service management, asset management, and operations management into a single, easy-to-use platform. Enterprises and service providers use SummitAI to dramatically reduce the cost and complexity of their IT management while improving efficiency, productivity, predictability, and control. Leading enterprises across financial services, healthcare, manufacturing, education, and many more verticals are delivering exceptional user experiences while lowering their IT costs using Symphony SummitAI.
Terawe	2.00%	https://terawe.com/	Terawe offers extensive technological solutions and services combined with deep experience of next-gen computing and cloud platforms, to help you overcome challenges and optimize efficiencies in realizing your vision and fulfilling your business aspirations.
The FASE Group	2.00%	https://thefasegroup.com/	The FASE Group offers best of class consulting services for your Human Capital Management needs. We are specialized in UKG (Kronos) and Ultimate consulting.
ThirdLine	9.09%	https://www.thirdline.io/	ThirdLine was founded by former city and county internal audit analysts and data scientists, along with public accounting professionals. ThirdLine integrates with municipal ERP systems and combines the power of 400 analytics across 10 modules to expedite audits, monitor operations, and find fraud, waste, and abuse.

Manufacturer	Discount off List	Website	Description
Transit	3.00%	https://transitapp.com/	Transit is the app that makes life better without a car in more than 300 cities worldwide. Millions of public transit riders rely on its accurate real-time updates, intuitive step-by-step navigation, and helpful crowdsourcing features. The app gives riders powerful tools to speak up for better car-free transportation and helps transit agencies bring together fare payment, on-demand transit, bikeshare, scooters, carshare, taxis, and more. Transit is based in Montréal, Québec.
Tricentis	9.09%	https://www.tricentis.com/	A leader in continuous testing and software quality engineering, Tricentis enables government IT modernization and digital transformation through codeless automated testing and AI-driven risk mitigation for mission-critical applications, processes, and data. Agencies depend on accessible and reliable software to meet citizen expectations. We build trust in government services by enabling quality release of mission-critical applications, processes, and data, accelerated through testing that is completed in hours instead of weeks.
Trintech	3.73%	https://www.trintech.com/	Trintech Inc. is a leading global provider of cloud-based, integrated reconciliation and financial close solutions for Finance & Accounting departments. From high volume transaction matching, to automating and managing balance sheet reconciliations, intercompany accounting, journal entries, close management tasks, to governance, risk and compliance – Trintech’s portfolio of financial solutions, including its Cadency® Platform (for large enterprises) and Adra® Suite (for mid-market organizations), help manage all aspects of the reconciliation and financial close processes.
UKG	2.00%	https://www.ukg.com/	UKG’s, purpose is people. As strong believers in the power of culture and belonging as the secret to success, UKG champions great workplaces and build lifelong partnerships with it’s customers to show what’s possible when businesses invest in their people. It’s Life-work Technology™ approach to HR, payroll, and workforce management solutions helps businesses anticipate and adapt to their employees’ needs beyond just work.
Urban SDK	2.00%	https://www.urbansdk.com/	Urban SDK is the nation’s leading Traffic Calming software. We provide Traffic Speed, Volume, and Delay metrics for ALL local roads in your municipality, displayed on dynamic maps. Use Urban SDK works with 100+ Public Works Departments to aid with: traffic calming measures, pre and post-implementation studies, safety analysis, fielding public complaints, and reporting to council.
VantagePoint Consulting	2.00%	https://www.vantagepoint.consulting/	VantagePoint is a global technology and advisory consultancy empowering organizations to unlock the value of finance by unifying their people, processes and systems. With a strong emphasis on detail, VantagePoint’s mission is to educate, inspire and enable business leaders to become champions of technology and transformation. The company is dedicated to delivering tangible value to its partners, linking every action back to business strategy. VantagePoint’s aim is to be the company that businesses aspire to work with when going through a finance technology change.
vArmour	5.00%	https://www.varmour.com/	vArmour is the leading provider of Application Relationship Management software. Enterprises around the world rely on vArmour to discover, observe, and control relationships between every user, every application, and across every environment to reduce risk and increase resiliency — all without adding new agents or infrastructure.
Veracode	2.00%	https://www.veracode.com/	Veracode offers an application security platform that integrates static, dynamic, and software composition analysis into development workflows to identify and fix vulnerabilities. Their solutions support over 100 programming languages and provide AI-powered remediation to help developers secure applications from code to cloud.

Vertosoft LLC - Contract # 01-165

Software Products and Services

Manufacturer	Discount off List	Website	Description
Vertosoft LLC	20.00%	www.vertosoft.com	Established in 2016, Vertosoft accelerates the adoption of innovative and emerging technology within the government. We bring the flexibility, agility, and responsiveness of a small company with the experience of a large organization. With our clear focus on emerging technology growth in government, Vertosoft is uniquely positioned to reduce complexity and provide scalable, cloud-ready technology solutions that enable government agencies to deliver smarter, client-centric digital transformations
Veterans and Co.	2.00%	https://veterans.co/	Veterans & Co. is a Service-Disabled Veteran-Owned Small Business (SDVOSB) dedicated to improving digital government services through secure, user-friendly, and compliant solutions. They leverage their military discipline and technical expertise to help agencies modernize and optimize their digital presence.
Virtualitics	3.00%	https://virtualitics.com/	Virtualitics, Inc. operates a platform to merge artificial intelligence, big data, and virtual/augmented reality. Its platform enables users to visualize and understand data; and provides shared virtual office to analyze data, and present and discuss insights. Powered by a suite of AI-enabled products, Virtualitics provides a rapidly deployable end-to-end solution that quickly preprocesses and fuses data sources, builds predictive AI models, and leverages our best-in-class data analytics and visualization platform for exploration and collaboration in either desktop or virtual reality.
Visual Lease	5.00%	https://visuallease.com/	Visual Lease is the #1 lease optimization software. We empower organizations to transform their lease accounting compliance requirements into financial opportunities. We have a passion for simplifying the complex. We are committed to ongoing innovation and unparalleled customer service. We help our customers transform lease compliance requirements into opportunities for hard- and soft-dollar savings.
Vyond	2.00%	https://www.vyond.com/	Vyond empowers users to quickly turn critical information into professional and engaging videos, cost effectively and at scale. With intuitive tools, customizable templates, a rich asset library, and collaborative features, teams can create compelling content for training, internal communication, public messaging, and more. Designed with security, accessibility, and ease of use in mind, Vyond supports efficient communication across a variety of use cases.
Walacor	3.00%	https://www.walacor.com/	Walacor has created the most secure data platform using innovative, record-level encryption that delivers unparalleled quantum-resistant data protection, data auditability, and detectable immutability, always turned on. With cutting-edge simplicity as well as proven scalability and performance, the data-centric architecture provides optimal interoperability, data integrity, and visibility, as the data layer infrastructure to any Zero Trust platform. WalacorDB is built for all types of data, for any industry, on cloud, on-premise, or hybrid, and can help you secure data growth while reducing costs and increasing Trust, resiliency, and security.
Workiva	16.00%	https://www.workiva.com/	Workiva, Inc. is a global software-as-a-service company. It provides a cloud-based connected and reporting compliance platform that enables the use of connected data and automation of reporting across finance, accounting, risk, and compliance.
Worldgate	3.00%	https://worldgatellc.com/	Worldgate partners with government and educational institutions, delivering innovative technology solutions to empower their mission. As a certified UKG Partner, Worldgate implements UKG’s suite of Human Resource products to help our customers maximize their workforce investments.

Manufacturer	Discount off List	Website	Description
WPVIP Inc.	1.50%	https://wpvip.com/	<p>The best organizations run the web with WordPress VIP. WordPress VIP combines the ease and flexibility of WordPress—the CMS that runs 43% of the web—with unmatched scalability and security for the enterprise. Their solutions are trusted by iconic media titans, major brands, and government agencies like CNN, Salesforce, News Corp, The White House, NBC Universal, Capgemini, and Bloomberg to continuously improve content performance, eliminating wasted effort while maximizing ROI.</p>
Wrike	2.50%	https://www.wrike.com/	<p>Achieving success means rising above the competition. A big part of this involves building a collaborative work environment that aligns company visions with individual activities. Whether you’re managing complex projects, measuring work performance, or sharing information with teams, Wrike helps you manage workflows securely at scale, turn strategies into actionable plans, and drive operational excellence.</p>
Zendesk	3.00%	https://www.zendesk.com/	<p>Zendesk unlocks the power of everyday customer interactions. That power gives businesses what they need to create gold-standard customer experiences that are connected, personalized, and rich. The products Zendesk makes and the industry it serves are technical and complex, so our work must be simple and clear. Zendesk focuses on what's important, and that attentiveness keeps our brand consistent. Everything Zendesk makes must work together to deliver a straightforward, meaningful experience.</p>

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All suppliers submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the supplier's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE**N.J.S.A. 52:25-24.2** (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Vertosoft LLC

Organization Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Jay Colavita	19592 Glastonbury Lane, Leesburg, VA 20175
Lynn Colavita	19592 Glastonbury Lane, Leesburg, VA 20175
Josh Slattery	40810 Erins View Ct. Leesburg, VA 20176
Chet Hayes	913 Tinsman Dr. NE, Leesburg, VA 20176

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jay Colavita	Title:	President
Signature:	<i>H. Jay Colavita</i>	Date:	2/9/2024

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

Appendix B – OMNIA Partners Exhibits

NON-COLLUSION AFFIDAVIT

State of Virginia
County of Loudoun

ss:

I, Jay Colavita residing in Leesburg
(name of affiant) (name of municipality)
in the County of Loudoun and State of Virginia of full
age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Vertosoft LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
(name of contracting unit)

relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Vertosoft LLC.

Subscribed and sworn to

before me this day

Ashlianne Shigley
Signature

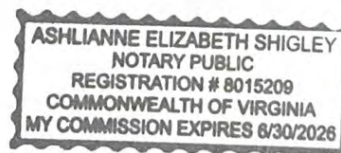
February 14th, 2024

Virginia
Notary public of

Jay Colavita
(Type or print name of affiant under signature)

My Commission expires 6/30/2026

(Seal)



**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Vertosoft LLC

Street: 1602 Village Market Blvd SE Ste. 320

City, State, Zip Code: Leesburg, VA 20175

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

2/14/2024
Date

H. Jay Colavita President
Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

Required Pursuant to N.J.S.A. 19:44A-20.26

Part I – Vendor Information

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.



OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.



Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Jay Colavita

Printed Name of Authorized Agent

H. Jay Colavita
Signature of Authorized Agent

President

Title

2/14/2024

Date

Vertosoft LLC

Company Name

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Jay Colavita Title: President

Signature: *H. Jay Colavita* Date: 2/14/2024

MACBRIDE-PRINCIPLES**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY****DIVISION OF PURCHASE AND PROPERTY****33 WEST STATE STREET, P.O. BOX 230****TRENTON, NEW JERSEY 08625-0230****MACBRIDE PRINCIPALS FORM**
BID SOLICITATION #: _____ **VENDOR/BIDDER:** Vertosoft LLC

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

H. Jay Colavita

Signature

2/14/2024

Date

Jay Colavita, President

Print Name and Title

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 81-3911287		2. TYPE OF BUSINESS <div><input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER</div>		3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 43	
1. COMPANY NAME Vertosoft LLC				COMPANY E-MAIL sales@vertosoft.com	
2. STREET 1602 Village Market Blvd. Suite 320		CITY Leesburg	COUNTY Loudoun	STATE VA	ZIP CODE 20175
3. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None			CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT					
10. PUBLIC AGENCY AWARDDING CONTRACT					
CITY			COUNTY	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DONOTSUBMIT ANEEO-1REPORT.**

JOB CATEGORIES	ALL EMPLOY EES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN													
	COL. 1	COL. 2	COL. 3	***** MALE*****						*****FEMALE*****					
	Total	Male	Female												
	(Cols.2 &3)			BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
Officials/Managers	11	7	4					7					2	2	
Professionals															
Technicians															
Sales Workers	26	18	8		1		1	16					1	7	
Office & Clerical															
Craftworkers (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
TOTAL	37	25	12		1		1	23					3	9	
Total employment From previous Report (if any)	31	21	10				1	20					2	8	
	The data below shall NOT be included in the figures for the appropriate categories above.														
Temporary & Part-Time Employees	6	3	3												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <div><input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)</div>		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 09 07 2022		
13. DATES OF PAYROLL PERIOD USED From: 09/16/2022 To: 09/31/2023					

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Howard Jay Colavita		SIGNATURE <i>H. Jay Colavita</i>	TITLE President	DATE MO DAY YEAR 02 14 2024		
17. ADDRESS NO. & STREET 1602 Village Market Blvd SE STE 320		CITY Leesburg	COUNTY Loudoun	STATE VA	ZIP CODE 20175	PHONE (AREA CODE, NO., EXTENSION) 703 ■ 568 ■ 4703



**REQUEST FOR PROPOSAL (RFP) FOR
Software Products and Services**

**SOLICITATION NUMBER
07-23**

**PUBLICATION DATE
February 7th, 2023**



Competitive Solicitation by
Region 14 Education Service Center
for
Software Products and Services
on behalf of itself and other Government Agencies
and made available through the
National Cooperative Purchasing Alliance
RFP # 07-23

NOTICE TO RESPONDENT:

Submittal Deadline:

Thursday, March 23rd, 2023 2:00pm CT

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than March 16th, 2023. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Software Products and Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Software Products and Services, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

INTRODUCTION/SCOPE

Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Software Products and Services.

Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.

The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.

It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
- Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of Public Agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

INSTRUCTIONS TO RESPONDENTS

Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

Public Bid Opening

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

Required Proposal Format

Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 – References
- Tab 7 – Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company Name

Address

City

State

Zip

Telephone Number

Fax Number

Email Address

Printed Name

Position

Authorized Signature

TAB 2

NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Software Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

Vendor Name

Name

Name

Title

Title

Address

Address

Address

Address

Signature

Signature

Date

Date

TAB 3

VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

<input type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands

<input type="checkbox"/> Midway Islands	
<input type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes ☐ Maybe ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ☐ Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm
a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a
Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of _____,
State of _____.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

Processing Contact Information

Contact Person _____

Title _____

Company _____

Address _____

City/State/Zip _____

Phone _____

Email _____

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes ☐ No

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

TAB 4

VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.
- Brief history of your company, including the year it was established.
- Company's Dun & Bradstreet (D&B) number.
- Company's organizational chart of those individuals that would be involved in the contract.
- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- Define your standard terms of payment.
- Who is your competition in the marketplace?
- Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - \$ _____ in year one
 - \$ _____ in year two
 - \$ _____ in year three
- What differentiates your company from competitors?
- Describe how your company will market this contract if awarded.
- Describe how you intend to introduce NCPA to your company.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- Green Initiatives (if applicable)

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.
- Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.
- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

TAB 5

PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Software Products and Services categories. List all categories along with manufacturer that you are responding with:

Software Portfolio Management

Commercial off-the-shelf or commercially available off-the-shelf (COTS)

System Software:

- Software for desktop computers, laptops, and tablets
- Software for smartphones

Application Software:

- Database Software
- Word Processing Software
- Spreadsheet Software
- Presentation Software
- Multimedia Software
- Enterprise Software

- Customer Relationship Management (CRM) software
- Project Management tools
- Marketing Automation tools
- Enterprise Resource Planning (ERP) software
- Treasury Management System (TMS) software
- Business Intelligence (BI) software
- Information Worker Software:
 - Documentation tools
 - Resource Management tools
- Communication Software
- Educational Software
- Simulation Software: Flight and scientific simulators
- Content Access Software
- Application Suites
- Software for Engineering and Product Development
- Email Software

Database Software

Driver Software

- Graphic Cards, Network Cards, Peripherals

Security Software

Programming Software

Software as a Service applications

Industrial Automation Software

Game engines

Software Procurement Services

Software Asset Management & Compliance

Firmware

Test Prep Services

Training

Implementation Services

Integration Services

TAB 6

REFERENCES

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>.

TAB 7

PRICING

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

TAB 8
VALUE ADDED PRODUCTS AND SERVICES

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

TAB 9

REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made.

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror _____

Address _____

City/State/Zip _____

Authorized Signature _____

Date _____

ANTITRUST CERTIFICATION STATEMENTS

TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name _____

Address _____

City/State/Zip _____

Telephone Number _____

Fax Number _____

Email Address _____

Printed Name _____

Title _____

Authorized Signature _____

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

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INVITATION FOR BID

IFB NO. 2023-002 Repair of Auto-damaged Housing Unit

Abilene Housing Authority (AHA) is currently accepting sealed bids.

AGENCY CONTACT PERSON

Nikki Favors, Procurement and Compliance Coordinator
Telephone: (325)676-6032x6015
E-mail: nikki.favors@abileneha.org
TDD/TTY: 800-735-2989 (800-RELAY TX)

HOW TO OBTAIN THE IFB DOCUMENTS

1. Access ha.internationalprocurement.com (no "www").
2. Click on the "Login" button in the upper left side.
3. Follow the listed directions. If you need assistance in accessing or registering on the system, please call customer support at 866-526-9266.

PRE-BID CONFERENCE & WORKSITE WALKTHROUGH

Wednesday, March 1, 2023 at 3:00 PM CT
Earl Williams Apartments
4398 N. 7th St. Abilene, TX. 79603
Walkthrough will be immediately following the meeting.

DEADLINE TO SUBMIT QUESTIONS

Wednesday, March 8, 2023 @ 1:00 PM CT

BID SUBMITTAL DEADLINE

Monday, March 20, 2023, 3:00 PM CT
4398 N. 7th St., Abilene, TX. 79603
e-Procurement Site:
ha.internationalprocurement.com (no "www")
Monday, March 20, 2023, 3:15 PM CT
4398 N. 7th St., Abilene, TX. 79603

Public Bid Opening

All qualified businesses, including Section 3-, minority- and/or women-owned businesses, are encouraged to respond.

Notice to Bidders

Region 14 ESC (the "Lead Agency"), on behalf of National Cooperative Purchasing Alliance (NCPA) and public agencies in all 50 states, that elect to access the Master Agreement is soliciting proposals to enter into Master Agreements for:

- Athletic Surfacing and Asphalt Maintenance #01-23
- Fleet Management and Leasing #02-23
- Flooring and Outdoor Surface Solutions #03-23
- Instructional and Educational Resources #04-23
- Paint Supplies and Related Services #05-23
- Plastic Refuse and Recycling Collection Containers #06-23
- Software Products and Services #07-23
- Athletic Court and Containment Solutions #08-23

Due Thursday, March 23, 2023 at 2:00pm CT

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com.

To request a copy of specifications, please visit NCPA's website www.ncpa.us.



NOTICE OF PASSAGE OF ORDINANCES

Notice is hereby given the City Council of the City of Abilene, Texas, passed the following ordinances on final reading on February 23, 2023. Said ordinances are captioned as follows:
ORDINANCE NO. 08-2023
AN ORDINANCE ADDING CHAPTER 2, "ADMINISTRATION," ARTICLE 1, "GENERAL," SECTION 2-6, "TERMINATION OF INACTIVE CAMPAIGN TREASURER APPOINTMENT," OF THE ABILENE MUNICIPAL CODE, AS SET OUT BELOW; AND PROVIDING A SEVERABILITY CLAUSE.
Shawna Atkinson, TRMC, CMC, City Secretary, City of Abilene

Legal Notice of Abandonment Texas Auto Transports picked up 2021 Jeep Wrangler, Grey Vin# ending in14431 on 01/30/2023, vehicle was delivered to and stored at 5725 Holiday St. Abilene Texas 79605.

VSF#0654740VSF
325-320-6674

Tow Fee \$250.00
Storage Charges start on the 17th @ \$21.00 per day
Plus Tax Impound Fee \$21.00 Plus Tax
Notification Fee \$50.00
Total Charges as \$345.46

SELL IT
BUY IT
FIND IT

Place your classified ad today.

The biggest
local audience -
print and online

Business & Service Directory

to advertise, email: Servicedirectory@reporternews.com

Clean Up and Removal

14ft Dump Trailer Rental
You Fill & I Take To Dump
\$275 Or You Fill & Take to Dump
\$125 24 Hr. Rental
Also I Do Clean Up Work
Free Estimates 432-582-1968

JM Hauling
• Trash • Brush • Junk
• Demolition • Clean Garages
Free Est. 325-260-6060

Cleaning - Maid Service

MAID 4 HIRE
CLEANING SERVICE
COMMERCIAL AND RESIDENTIAL
Bonded Call or Text
325-733-3650

Jobcase
FIND THE BEST TALENT TODAY!

Get started at
jobs.usatoday.com

Excavation

Bulldozer Work
Has your Road washed out?
WE CAN FIX THAT!!!!
Any type, Farm & Ranch,
Residential or Oil-field,
Roads Built, Fence Lines,
Stock Tanks dug or cleaned
out. 40 yrs exp.
325-676-0304

Dump Trucks
Driveways & Roads
built and repaired,
Topsoil, Gravel, or Bin
10 hauled, Tandems &
Belly dumps, Dozers,
Motor graders,
Loaders, Skid Steers or
Box Blades. 40 yrs. exp.
325-676-0304

General Contracting

Fencing, Welding &
Skid Steer Work
Accept All Major Credit Cards
CALL JIM BAKER
325-660-2890

General Contracting

Torres Construction Company
Concrete Work Including:
Foundations, Patios, Driveways
& Sidewalks, Custom Build
Metal Buildings & Carports,
Now Making Barndominiums
325-675-0989 | 3652 Pine St

Lawn - Garden Care

Spring Cleaning
Landscaping
Mowing, Trim Bushes &
Trees, Hauling 864-4441

Miscellaneous Biz
and Services

B & B House Leveling
& Foundation Repair
• Repairs on Solid Slab
• Pier & Beam Foundations
• Still Piers • Free Inspections
325-675-6613

Roofing - Siding

TJ'S ROOFING
FREE ESTIMATES
Fully Insured & Bonded
325-338-6689

Tree Service

QUALITY CARE TREE SERVICE
Tree Trimming, Removals,
Discounts Available
Free Estimates (325)725-3555

6 TIPS & TRICKS
Decorate your bedroom

1. Choose subtle color
2. Use art behind the bed
3. Choose the right size furniture
4. Have plenty of storage
5. Include several lighting options
6. Cover the windows

Sweetheart Savings!

Protect Your Treasured Dining Table Forever
from scratches, rings, spills, stains, heat, burns, dents
"Just Like Grandma's!"

UP to 50% OFF
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Public Notices

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Public Notices

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Jacob & Martin, LLC will receive Competitive Sealed Proposals (CSP) on behalf of Eula ISD (OWNER) for the Security Vestibule project until 2:00 PM local standard time on March 9th, 2023, at Jacob & Martin, LLC, 3465 Curry Lane, Abilene, TX 79606, and then at said location publicly opened and read aloud. Sealed proposals should be addressed to: Jacob & Martin, LLC, Tyser Robertson, AIA, NCARB, on behalf of Eula ISD, 3465 Curry Lane, Abilene, TX 79606.

The Project consists of enclosing the existing porch at Eula High School to create a new security vestibule. The OWNER has set a construction budget of \$175,000.00 for the above-mentioned work.

All proposals shall include a bid security in the form of a bid bond, cashier's check, or certified check payable without recourse to the OWNER in the amount of five (5%) of the largest total proposal amount. This is a guarantee that the offeror will enter into a Contract and execute Contract Surety.

All proposals shall also include a Performance Bond and a Payment Bond, both in the amount of the Contract Sum. The cost of such

Public Notices

bonds shall be included in the proposal.

There will be a **nonmandatory Pre-Proposal Conference at 2:00 PM, February 28th, 2023**, at the Eula High School, 6040 FM, Clyde, TX 79510. This conference is non-mandatory for general contractors and major subcontractors. All questions shall be submitted electronically to Jacob & Martin, LLC, Affn: Tyser Robertson, AIA, NCARB / trobertson@jacobmartin.com. The deadline to submit questions to the Architect is 5:00 PM, March 2nd, 2023.

The OWNER shall select the offeror that submits the proposal that offers the best value for the OWNER based on the published selection criteria and on its ranking evaluation. Proposals may be held by the OWNER for a period not to exceed thirty (30) days from the date of proposal opening for evaluations and ranking prior to the contract award. The OWNER reserves the right to accept or reject any or all qualified Proposals or waive any formalities in the process or to accept the proposal that provides the OWNER the best value as per the laws of the State of Texas.

Electronic Bid Documents will be available through the Architect's website at: www.jacobmartin.com. A credit card number is required to be provided during online registration, but the card will not be charged.

NOTICE FOR BIDS

NOTICE IS HEREBY GIVEN THAT THE CITY OF ABILENE WILL RECEIVE SEALED, WRITTEN BIDS IN THE OFFICE OF THE PURCHASING ADMINISTRATOR, 555 WALNUT STREET, ROOM 201-A, CITY HALL, ABILENE, TEXAS 79601 UNTIL 11:00 A.M. ON THE 28TH DAY OF MARCH A.D., 2023 FOR:

1. N 5TH TRAFFIC SIGNAL IMPROVEMENTS FROM GRAPE TO WALNUT STREET - BID #CB-2335
2. N 10TH & PINE CONCRETE INTERSECTION CONSTRUCTION PROJECT - BID #CB-2336

BIDS WILL BE OPENED AND READ ALOUD IMMEDIATELY AFTER CLOSING DEADLINE IN THE CITY HALL COUNCIL CHAMBERS.

A PRE-BID CONFERENCE WILL BE HELD ON MARCH 21, 2023 AT 9:30 A.M. IN THE PUBLIC WORKS CONFERENCE ROOM, CITY HALL, 555 WALNUT ST., ABILENE, TX 79601.

BID DOCUMENTS MAY BE OBTAINED VIA THE CITY OF ABILENE WEBSITE AT WWW.ABILENETX.GOV OR BY CONTACTING PURCHASING@ABILENETX.GOV OR (325) 676-6226. ALL BIDS MUST SUBSTANTIALLY COMPLY WITH SPECIFICATIONS.

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MELISSA GORMAN
PURCHASING
ADMINISTRATOR

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1. SINGLE-FAMILY REHABILITATION/RECONSTRUCTION PROGRAM - BID #CB-2333

BIDS WILL BE OPENED AND READ ALOUD IMMEDIATELY AFTER CLOSING DEADLINE IN THE CITY HALL COUNCIL CHAMBERS.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON MARCH 9, 2023 AT 9:30 A.M. AT THE SITE, 1317 MESQUITE ST., ABILENE, TEXAS.

BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY VIA THE CITY OF ABILENE WEBSITE AT WWW.ABILENETX.GOV. ALL BIDS MUST SUBSTANTIALLY COMPLY WITH SPECIFICATIONS. FOR INFORMATION, CONTACT PURCHASING@ABILENETX.GOV OR (325) 676-6226.

THE CITY OF ABILENE WILL AWARD THE CONTRACT TO THE LOWEST RESPONSIBLE BIDDER. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MELISSA GORMAN
PURCHASING ADMINISTRATOR

LEGAL NOTICE

REQUEST FOR APPLICATION - BANK DEPOSITORY CONTRACT

The Taylor County Commissioners' Court will be receiving sealed applications until 2:00 p.m. on Thursday, March 30, 2023 for Taylor County's Bank Depository Contract, R.F.A. 2023 - 06012023. This contract is for the County Depository Bank and Sub-Depository Banks. Sealed applications will be received at the Taylor County Purchasing Department, 600 Pecan Street, Abilene, Texas, 79602.

Exact specifications may be obtained by contacting Scott Henderson, Taylor County Purchasing Agent, Taylor County Purchasing 600 Pecan Street, 79602, or by calling (325) 738-8602. Technical question should be directed to Lesa Crosswhite, Taylor County Treasurer @ 325-674-1231 or e-mail lesa.crosswhite@taylorcounty.texas.gov. Application specifications can also be found on Taylor County's web page at taylorcountytexas.org.

Taylor County reserves the right to reject any or all applications.

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Taylor County Judge

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NOTICE FOR PROPOSALS

NOTICE IS HEREBY GIVEN THAT THE CITY OF ABILENE IS RECEIVING PROPOSALS UNTIL 3:00 P.M. ON THE 7TH DAY OF APRIL A.D., 2023 FOR:

1. DENTAL, VISION, BASIC LIFE/AD&D, VOLUNTARY LIFE/AD&D, DIRECTOR LTD, VOLUNTARY STD, VOLUNTARY LTD, ACCIDENT, CRITICAL ILLNESS & WHOLE LIFE - RFP #CB-2334

PROPOSAL INFORMATION MAY BE OBTAINED FROM KRISTEN RAMOS, MCGRIF SEIBELS & WILLIAMS, INC., 5080 SPECTRUM DRIVE, SUITE 900E, ADDISON, TEXAS 75001, 469-232-2180; OR KRAMOS@MCGRIF.C OM.

ALL PROPOSALS MUST SUBSTANTIALLY COMPLY WITH SPECIFICATIONS.

THE CITY OF ABILENE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO AWARD THE PROPOSAL CONSIDERED MOST ADVANTAGEOUS TO THE CITY OF ABILENE.

MELISSA GORMAN
PURCHASING ADMINISTRATOR

Notice to Bidders
Region 14 ESC (the "Lead Agency"), on behalf of National Cooperative Purchasing Alliance (NCPA) and public agencies in all 50 states, that elect to accept the Master Agreement is soliciting proposals to enter into Master Agreements for:

- Athletic Surfacing and Asphalt Maintenance #01-23
- Fleet Management and Leasing #02-23
- Flooring and Outdoor Surface Solutions #03-23
- Instructional and Educational Resources #04-23
- Paint Supplies and Related Services #05-23
- Plastic Refuse and Recycling Collection Containers #06-23
- Software Products and Services #07-23
- Athletic Court and Containment Solutions #08-23

Due Thursday, March 23, 2023 at 2:00pm CT

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com.

To request a copy of specifications, please visit NCPA's website www.ncpa.us.

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Before me, the undersigned authority, on this day personally appeared representing the Abilene Reporter-News being duly sworn deposes and says that the following notice(s) published in said newspaper generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas by:

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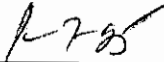


Legal Notice Clerk

On this March 5, 2023, I certify that the attached document is a true and exact copy made by the publisher.:



Notary Public, State of Wisconsin, County of Brown



My Commission Expires

Notice to Bidders

Region 14 ESC (the "Lead Agency"), on behalf of National Cooperative Purchasing Alliance (NCPA) and public agencies in all 50 states, that elect to access the Master Agreement is soliciting proposals to enter into Master Agreements for:

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- Athletic Court and Containment Solutions #08-23

Due Thursday, March 23, 2023 at 2:00pm CT

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com.

To request a copy of specifications, please visit NCPA's website www.ncpa.us.

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KATHLEEN ALLEN
Notary Public
State of Wisconsin

CPSC wants to improve recall notifications

Changing rule requires action from Congress

Amritpal Kaur Sandhu-Longoria
USA TODAY

You could learn about recalled products faster, if the Consumer Product Safety Commission has its way. And you get a say.

The CPSC is looking to update a rule that prohibits what it can reveal immediately.

Known as Section 6(b) within the commission, the rule comes with disclosure restrictions, meaning that the commission can't readily reveal the name of the product that identifies the manufacturer, until they give the company at least 15 days to comment. But, the initial process can take between 30 to 60 days.

On Wednesday, Alex Hoehn-Saric, chair of the commission, issued a statement calling the update "long overdue" as the restrictive rules in place today were adopted in 1983.

When the CPSC is delayed in releasing information on product-related deaths and injuries, additional deaths or serious injuries can occur," said Hoehn-Saric, in a statement.

The commission is inviting the public to comment on the rule.

‘Not a cure-all’

Recalled products still end up on the market and in people's homes and cause harm, according to a report by Teresa Murray, consumer watchdog at U.S. Public Interest Research Group and author of the "Safe at Home."

In her report, she says the Section 6(b) requirement to wait 15 days after notifying the company of a dangerous product gives companies enough time to file a lawsuit to block the commission from disclosing the product in question.

While Murray said the commission's announcement is welcome, "it's not a cure-all."

"The CPSC is dipping its toe into the water to try and gain more authority to inform consumers when the agency has



Peloton didn't self-report entrapment incidents from December 2018 to 2019 incurring a \$19 million fine. A child had died by the time Peloton notified the CPSC. A recall didn't take place until May 5, 2021. ETHAN MILLER/GETTY IMAGES

received dozens or hundreds of incident reports from consumers, hospitals, coroners or other officials about a particular product, whether it's a washing machine that catches fire or a treadmill that suddenly throws people off."

Congressional action needed

Murray said the commission is taking a good first step, but only Congress can repeal this section of the law that restricts the commission's warning

“People die because of Section 6(b). It is that simple.”

Elliot F. Kaye
Commissioner in 2019

ability.
In 2021, Sen. Richard Blumenthal, D-Conn., and Reps. Jan Schakowsky and Bobby L. Rush, both Democrats from Illinois, introduced the Sunshine in Product Safety Act, to strike down the provision, but there has been no action on the bill since its introduction.
Blumenthal's office did not respond when USA TODAY reached out.
The provision has caught the ire of past commissioners. In 2019, commissioner Elliot F. Kaye said in a congressional hearing that the commission was "tiny" compared to other federal health agencies, needed more funding to do its jobs protecting consumers, and needed revisions to their statutes.
"People die because of Section 6(b). It is that simple," he said.

Peloton treadmill recall

One could point to the Peloton treadmill as an example. The company didn't self-report entrapment incidents from December 2018 to 2019 incurring a \$19 million fine.
A child had died by the time Peloton notified the commission, and several consumers reported broken bones, lacerations, friction burns and pets and objects getting pulled under the treadmill.
A recall didn't take place until May 5, 2021.
CPSC Commissioner Mary Boyle issued a statement calling on manufacturers to responsibly share information about harmful products.
"Even if companies can use Section 6 as a means to limit or delay disclosure," she said, "I am challenging them to consider a different question: should they instead be forthcoming with information to help consumers avoid harm? For me, the answer of course is yes."

Audits

Continued from Page 1B

want to run the risk of reverse-engineering or taxpayers taking advantage of it, said one of the researchers, Daniel Ho.

The IRS did give the team access to "underlying data" used to select audits, he said.

The research team used more than 148 million tax returns and 780,000 audits from 2014 to find audit rates among Black and non-Black taxpayers.

The IRS doesn't collect information on taxpayer race and ethnicity, so the researchers used first names, last names and U.S. Census data to predict the likelihood that taxpayers identified as Black. To cross-check those predictions, the team used voter registration records from North Carolina, where citizens had been required to self-report race and ethnicity when they registered, Ho said.

Disparities in audits of those who claim Earned Income Tax Credit

Looking at the data, the team determined the IRS has focused largely on a specific set of mistakes taxpayers make, including mistakes that affect their eligibility for refundable credits.

These mistakes are common among Black taxpayers, despite Black taxpayers being less likely to make the highest

dollar value mistakes overall.
"Refundable credit eligibility depends on complicated rules for claiming the right dependents, for example," Smith said. "These are the sorts of mistakes that the IRS has traditionally focused on in its audits."
One of the tax breaks the team examined is the Earned Income Tax Credit, which helps taxpayers reduce the taxes they owe and, in some cases, increase their refunds.
Black taxpayers made up 21% of Earned Income Tax Credit claims and accounted for 43% of EITC audits, the analysis found.
Single Black men with dependents who claim this tax credit are almost 20 times as likely to be audited as a non-Black married taxpayer claiming the EITC, the team found.

Why are Black taxpayers audited more?

The researchers wanted to dig into why this is happening.
Ho said there are two hypotheses:
1. The set of rules to select audits has focused on lower-dollar claims versus taxpayer returns with higher incomes.
2. The IRS' focus has largely been on eligibility for programs such as the Earned Income Tax Credit versus the dollar amount that is at stake.
They suspected part of the problem lies in algorithms the IRS uses, such as the Dependent Database. The program flags potential tax problems and creates

audit letters that go to taxpayers.
The majority of the racial disparities the team found were linked to mailed audits versus in-person field audits.
The team also suspected the racial disparities in tax audits stems from concerns among government officials.
According to the researchers, people who claim tax credits can sometimes receive refunds even if they didn't pay any taxes. Some think it's more important to crack down on those who inappropriately claim money than collect tax dollars from those committing tax evasion, the team said.
"We're not treating the dollar that is going toward the Earned Income Tax Credit as the same dollar that might be evaded by a high-income taxpayer," Ho said. "If we treated those similarly, our evidence shows that the disparity would go down significantly."
Another theory the team tested is what would happen if the IRS focused audits on refundable credits such as the EITC and others like it.
The team found those specific adjustments create more disparity, but if the IRS were to broaden its focus to include adjustments such as misreporting outside of refundable credits, the audit disparities could be reduced, said Smith, who worked on the project.
What could also help reduce the disparities is training an algorithm to focus on the total dollar amount of underreporting, Smith said.
Sara LaLumia, a professor of economics at Williams College in Massa-

chusetts, stressed that the IRS can choose different ways to audit taxpayers.
"There's not just one audit selection mechanism," LaLumia told USA TODAY. "Recognizing that there are different ways of going about this part of the process is, I think, a really important area ... of thought as we think about how policymakers might proceed."

Experts say the IRS is working with fewer resources

One contributing factor to such disparities is depleted resources over the past decade, the team said.
"Over a 10-plus-year period, IRS budgets were slashed," Ho said. "(The) IRS lost about 20% to 30% of its examiners, and the examiners that the agency lost were precisely the ones who had more expertise to audit taxpayers in the higher-income brackets."
But while the number of examiners has decreased, the audit rate among lower-income taxpayers hasn't, Ho said.
In January 2021, President Joe Biden signed an executive order requiring all federal agencies to complete equity impact assessments, Ho said.
He said the challenge is that many agencies like the IRS don't have access to race and ethnicity information, so it's hard for them to do those assessments.
"We think the study really provides a very nice model of how to do that going forward," Ho said.

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<div>NOTICES</div> <div>PUBLIC NOTICE</div> <div>Notice is hereby given to all whom it may concern.Pursuant to Article 26 of the United Nations Declaration on rights of indigenous people.This is an aboriginal Title of an ancestral estate in reversion to Naphtali El Dejure Bey A Moor American National at 108-36 Guy R Brewer boulevard near Jamaica Republic New York. All persons having or asserting any right, title, claim or interest of whatever nature are called upon to Authenticcate documentary evidence within 7 days from the date of publication of this notice. Failure to act accordingly constitute waiving of rights.</div>	<div>PUBLIC NOTICE</div> <div>To Tavaris Boston:</div> <div>You are hereby notified that an adoption case has been filed in the Circuit Court for Prince George's County, Maryland, Case # CA22-23086. All persons who believe themselves to be parents of a female child born on March 22, 2007, in Annapolis, Maryland to Kristen Jones (DOB 7/7/1986) shall file a written response. A copy of the show cause order may be obtained from the clerk's office at 14735 Main Street Upper Marlboro, MD 20772 and 301-952-3318. If you do not file a written objection by March 10, 2023, you will have agreed to the permanent loss of your parental rights to this child.</div>	<div>PUBLIC NOTICE</div> <div>Notice to Bidders</div> <div>Region 14 ESC (the "Lead Agency"), on behalf of National Cooperative Purchasing Alliance (NCPA) and public agencies in all 50 states, that elect to access the Master Agreement is soliciting proposals to enter into Master Agreements for:</div> <div><ul style="list-style-type: none">• Athletic Surfacing and Asphalt Maintenance #01-23• Fleet Management and Leasing #02-23• Flooring and Outdoor Surface Solutions #03-23• Instructional and Educational Resources #04-23• Paint Supplies and Related Services #05-23• Plastic Refuse and Recycling Collection Containers #06-23• Software Products and Services #07-23• Athletic Court and Containment Solutions #08-23</div> <div>Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com. To request a copy of specifications, please visit NCPA's website www.ncpa.us.</div>	<div>PERSONALS</div> <div>BEAUTIFUL ASIAN WOMEN</div> <div>Desire friendship, romance! Free brochure. Since 1991. Send S.A.S.E to: P.I.C., BOX 4601-USA, Thousand Oaks CA 91359. 805-492-8040 www.pacisl.com</div>	<div>MARKETPLACE</div> <div>BOOKS/PUBLICATIONS</div> <div>A Garden Observed: Cultivating A Life by Melanie Boyer</div> <div>Enchanting 220 page coffee-table devotional filled with garden photography Available on Amazon</div>
<div>PUBLIC NOTICE</div> <div>To place your Public Notice in our Marketplace section, call: 1-800-397-0070</div>			<div>Advertise in USA TODAY Marketplace! (800) 397-0070 sales@russelljohns.com</div>	<div>SECONDARY BREAK</div> <div>An NBA Dad's Story written by: Marvin Williams Sr.</div> <div>This book is about a young man and his love for basketball. It will show you how ANYTHING IS POSSIBLE when you continue to follow your passion.</div> <div>Available for purchase at BarnesAndNoble.com and Amazon.com</div>

Daytona winning Stenhouse team thankful



Ken Willis
The Daytona Beach
News-Journal

DAYTONA BEACH, Fla. – Though auto racing is overflowing with the unpredictable, there are also many clockwork routines.

One of those is the post-race choreograph for a team: break down the pit box, put everything away in its assigned place, hustle to the airport and fly home.

This time, not a chance. If you're gonna kick routine to the curb, you do your kicking after winning the Daytona 500.

"When you win a race like this, you take your time and celebrate it," Zach Yager said Monday morning. "You can rush to the plane when you lose. No need to be rushing to the plane when you win."

Instead, the No. 47 team remained in Daytona's Victory Lane, where champagne kept magically appearing as the hour grew later and later.

"We decided to enjoy it and stay inside the track where it happened," Yager said. "A lot of champagne bottles. We were also so caught up in the moment, we didn't want to leave here. We felt if we left, it would make it not real."

Yager is a tire carrier on Ricky Stenhouse Jr.'s pit crew. Normally on a Monday morning, he'd be back in the Charlotte, North Carolina, area, getting back to the modern routine for the modern crewman, which at the NASCAR level is now a full-time gig – cardio, pit practice, weights.

But this was no normal Monday. Over the years, it has informally been known as the Hangover Invitational. The winning driver and team returns to Daytona International Speedway, mere hours after leaving the previous night/early morning, for more platitudes and spoils.

Leather Daytona jackets for driver, crew chief and owner(s), as well as a Rolex for the driver, who removes it before pressing his hands (and right racing boot) into wet cement to solidify the history of it all.

Then it's more group pictures, and Stenhouse, like all the winners before him, is again reminded he didn't do it alone.

"For us as a race team, it's all about these guys, all the guys and gals back at the shop," Stenhouse said. "Friends and family – to celebrate this with them, it was the perfect ending. It didn't get too crazy last night, but we did stay out a little late."

This is obviously the career highlight, so far, for the 35-year-old Mississippi native. Stenhouse cut his racing teeth on dirt, making a name for himself in USAC's sprint-car divisions, before putting more sheet metal around him and asphalt down below – in 2008 he made the move to full-bodied stock cars and found quick success in the ARCA Series.

That's when he lined up a new Holy Grail.

"Once I transitioned to stock car racing in 2008, in the ARCA Series, that's when the dream of winning the Daytona 500 came about for me," he said Monday morning.

He came close before. First, he showed he could win here when he won Daytona's summer race in 2017. And a year ago in the 500, he led from lap 180 through 193 and was still jockeying for the lead – and potentially the eventual win – when he was caught up in a crash on lap 195.

Knowing you can win it is only half the battle.

"Once you get a win at Daytona, I felt like that dream was possible," Stenhouse said. "I knew where Victory Lane was. Last year, I felt like we had it in our grasp, but it slipped away. We seized it this year and it's really special."

It wasn't exactly a David-over-Goliath story, but about as close as you can get in NASCAR. Stenhouse's team – JTG Daugherty Racing – employs 40, owns a Cup Series charter, and partners with a slew of sponsors, big and small. A first-class operation, no doubt, but within today's Cup Series, it's practically a shoe-string operation.

"You have to have the right people," said Jodi Geshickter, part of an ownership group that includes her husband Tad, former NBA All-Star Brad Daugh-



Ricky Stenhouse does the Daytona 500 winner's traditions Monday in Victory Lane. NADIA ZOMORODIAN/THE NEWS-JOURNAL

ty, and Gordon Smith.

"It's a beautiful moment," Jodi said on a crisp and clear morning. "The sun is shining, we're here together celebrating. We have so much to be thankful for, from a spiritual standpoint, we just thank God for this moment."

The night before, it was other men upstairs who held the No. 47 team's fate in their hands. After an overtime extended by a lengthy caution, and another restart, Stenhouse got back to the white flag in a side-by-side battle with Joey Logano – Shoestring versus Team Penske.

Yet another free-for-all erupted behind them through Turn 1, and since they had completed one lap of the two-lap overtime, the ensuing yellow flag ended the racing – the finishing order would be frozen in whatever position everyone was in when the caution was triggered.

Logano and Stenhouse, or Stenhouse and Logano? Officials upstairs viewed replays and scoring equipment and made the call: Goliath gets second place.

Behind pit wall, the tire carrier felt the call coming but wouldn't let himself believe it until he heard it.

"I knew they were going to review it," Yager said Monday. "I thought, if they're going to look at this, for once I hope the chips fall on our side. We were five laps away from winning this last year. Don't rip the rug out from under us again."

"Let it be us."

NASCAR Cup Series

Daytona 500

Sunday

Daytona International Speedway

Daytona Beach, Fla.

(Start position in parentheses)

- (31) Ricky Stenhouse Jr, Chevrolet, 212 laps, 48 points.
- (3) Joey Logano, Ford, 212, 42.
- (5) Christopher Bell, Toyota, 212, 35.
- (9) Chris Buescher, Ford, 212, 43.
- (1) Alex Bowman, Chevrolet, 212, 41.
- (29) AJ Allmendinger, Chevrolet, 212, 34.
- (24) Daniel Suárez, Chevrolet, 212, 30.
- (7) Ryan Blaney, Ford, 212, 29.
- (23) Ross Chastain, Chevrolet, 212, 38.
- (38) Riley Herbst, Ford, 212, 0.
- (40) Travis Pastrana, Toyota, 212, 26.
- (13) Kevin Harvick, Ford, 212, 32.
- (17) Zane Smith, Ford, 212, 0.
- (35) Cody Ware, Ford, 212, 23.
- (16) Martin Truex Jr, Toyota, 212, 29.
- (12) Corey Lajoie, Chevrolet, 212, 21.
- (18) Denny Hamlin, Toyota, 212, 20.
- (2) Kyle Larson, Chevrolet, accident, 211, 19.
- (36) Kyle Busch, Chevrolet, accident, 211, 18.
- (15) Bubba Wallace, Toyota, accident, 211, 17.
- (4) Aric Almirola, Ford, accident, 211, 19.
- (10) Brad Keselowski, Ford, accident, 211, 25.
- (6) Austin Cindric, Ford, accident, 210, 20.
- (22) Noah Gragson, Chevrolet, 210, 13.
- (23) Ty Gibbs, Toyota, 210, 17.
- (19) Harrison Burton, Ford, 210, 11.
- (14) Todd Gilliland, Ford, accident, 208, 11.
- (11) Michael McDowell, Ford, 208, 15.
- (34) Conor Daly, Chevrolet, 206, 0.
- (32) BJ McLeod, Chevrolet, 204, 7.
- (39) Jimmie Johnson, Chevrolet, accident, 203, 10.
- (28) Justin Haley, Chevrolet, accident, 203, 5.
- (27) Austin Dillon, Chevrolet, accident, 202, 4.
- (21) William Byron, Chevrolet, accident, 202, 7.
- (30) Chase Briscoe, Ford, accident, 182, 2.
- (20) Ryan Preece, Ford, accident, 181, 10.
- (25) Erik Jones, Chevrolet, accident, 118, 1.
- (8) Chase Elliott, Chevrolet, accident, 118, 1.
- (26) Tyler Reddick, Toyota, accident, 117, 1.
- (37) Ty Dillon, Chevrolet, engine, 26, 1.

Race Statistics

Average Speed of Race Winner: 145.284 mph.

Time of Race: 3 hours, 38 minutes, 53 seconds.

Margin of Victory: Under Caution.

Caution Flags: 8 for 38 laps.

Lead Changes: 52 among 21 drivers.

Lap Leaders: A.Bowman 0; K.Larson 1; A.Bowman 2-10; K.Larson 11-12; C.Bell 13-20; K.Larson 21-23; C.Bell 24-34; A.Almirola 35; A.Bowman 36-37; C.Bell 38; T.Pastrana 39-40; D.Hamlin 41; C.Briscoe 42; D.Hamlin 43-47; C.Briscoe 48-51; M.Truxex 52-64; B.Keselowski 65-67; R.Preece 68-71; B.Keselowski 72; A.Almirola 73; B.Keselowski 74-76; A.Almirola 77-79; B.Keselowski 80; A.Almirola 81; B.Keselowski 82-108; K.Harvick 109; J.Logano 110; R.Blaney 111; J.Logano 112-115; C.Buescher 116; J.Logano 117; C.Buescher 118-121; J.Logano 122-125; R.Chastain 126; J.Logano 127; R.Chastain 128-132; A.Bowman 133; B.Wallace 134-137; A.Almirola 138-142; B.Wallace 143; A.Almirola 144-145; C.Buescher 146; A.Almirola 147-148; C.Buescher 149-153; A.Almirola 154; C.Buescher 155-175; D.Suárez 176-178; H.Burton 179-187; J.Logano 188; A.Allmendinger 189; B.Keselowski 190-196; K.Busch 197-202; R.Stenhouse 203-212

Leaders Summary (Driver, Times Led, Laps Led): B.Keselowski, 6 times for 42 laps; C.Buescher, 5 times for 32 laps; C.Bell, 3 times for 20 laps; A.Almirola, 8 times for 16 laps; M.Truxex, 1 time for 13 laps; J.Logano, 6 times for 12 laps; A.Bowman, 3 times for 12 laps; R.Stenhouse, 1 time for 10 laps; H.Burton, 1 time for 9 laps; R.Chastain, 2 times for 6 laps; D.Hamlin, 2 times for 6 laps; K.Larson, 3 times for 6 laps; K.Busch, 1 time for 6 laps; B.Wallace, 2 times for 5 laps; C.Briscoe, 2 times for 5 laps; R.Preece, 1 time for 4 laps; D.Suárez, 1 time for 3 laps; T.Pastrana, 1 time for 2 laps; A.Allmendinger, 1 time for 1 lap; R.Blaney, 1 time for 1 lap; K.Harvick, 1 time for 1 lap.

Wins: R.Stenhouse, 1.

Top 16 in Points: 1. J.Logano, 52; 2. C.Buescher, 50; 3. R.Stenhouse, 48; 4. C.Bell, 44; 5. A.Bowman, 41; 6. R.Chastain, 38; 7. R.Blaney, 37; 8. K.Harvick, 37; 9. A.Allmendinger, 34; 10. B.Keselowski, 32; 11. M.Truxex, 32; 12. D.Suárez, 30; 13. A.Cindric, 29; 14. A.Almirola, 29; 15. C.Lajoie, 27; 16. T.Pastrana, 26.

NASCAR Driver Rating Formula

A maximum of 150 points can be attained in a race. The formula combines the following categories: Wins, Finishes, Top-15 Finishes, Average Running Position While on Lead Lap, Average Speed Under Green, Fastest Lap, Led Most Laps, Lead-Lap Finish.

Mallory Swanson scores again to lead USWNT win

Jason Anderson

Pro Soccer Wire | USA TODAY Network

It was far from easy, but as long as the U.S. women's national team has Mallory Swanson in this kind of form, the squad is a problem for anyone.

The USWNT were made to sweat early and late by Japan but emerged 1-0 winners Sunday in Nashville, Tennessee, as Swanson scored her seventh goal in her last five national team appearances just before halftime. Goalkeeper Casey Murphy provided two top-tier late saves to preserve the win, which means that a win over Brazil on Wednesday would guarantee a USWNT tournament victory at the SheBelieves Cup.

Sunday's match, with five changes to the USWNT lineup, had a different feel from the 2-0 win over Canada. Japan offered a withering early high press, and though the USWNT got through the early stages unscathed, the new faces at the back and in midfield had a more difficult go of things than the more familiar lineup that faced the Canadians.

A first half featuring few chances still saw Japan causing a very imprecise U.S. fits, but Murphy was only truly tested by one long-range effort.

The USWNT wobbled on a handful of occasions but always had a timely block or interception before things could truly go awry.



USWNT forward Mallory Swanson scores the only goal in the SheBelives Cup match Sunday against Japan in Nashville. STEVE ROBERTS/USA TODAY SPORTS

At the other end, their threats – other than a sliced Lynn Williams cross that Ayaka Yamashita had to tip off the crossbar – chiefly came through Swanson, who continued her scintillating form by scoring in the final seconds of the half.

Sofia Huerta could have just hoofed the ball clear from deep inside the USWNT half but took aim at Alex Morgan, who had checked back from the Japan back line. Morgan took the ball

down, turned under no pressure, and fed Swanson – who by this point had turned on the afterburners – in behind the defense.

Swanson produced a masterful first touch to prevent Shiori Miyake from intervening, then raced away to slide a clinical finish past Yamashita.

Japan came out with a bit more creativity in the attack to start the second half, with Hina Sugita slashing in from left wingback to glance a point-blank

header just wide after good work from Risa Shimizu and Aoba Fujino on the opposite flank.

Much has been made of the USWNT's work on the game management front, with head coach Vlatko Andonovski citing it multiple times after the win over Canada. With a 1-0 lead, he might not have enjoyed seeing that Sugita chance, but from there Japan assembled long spells of possession without ever breaking the USWNT defensive block.

Still, Japan was patiently starting to find better openings, moving the U.S. shape around and at long last finding seams. Fuka Nagano whistled a 20-yard bid just over the crossbar in the 79th minute.

Murphy had to make an excellent save in the 81st minute to deny Yui Hasegawa, who knifed in to fire a half-volley on frame from 7 yards, and then did well to stop Jun Endo's stoppage-time effort from the left.

Still, despite the late push for an equalizer, the USWNT managed to hold off Japan, which by the end of the match was pushing eight players into the attack in pursuit of an equalizer.

If Andonovski's stated position is that pre-tournament friendlies must teach the team about where its weak points are and how to shore them up, this will go down as a very useful win indeed.

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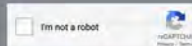


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Project Type	RFP
Project Description	Software Products and Services
Open Date	Feb 07, 2023 6:00 AM CST
Close Date	Mar 23, 2023 2:00 PM CDT

Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Mar 23, 2023 2:12 PM CDT	Jim Cary
Pricing	Mar 23, 2023 2:12 PM CDT	Jim Cary



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Envision Technology Advisors LLC	Mar 23, 2023 10:09 AM CDT	Brent Ouellette	brent.ouellette@envisionsuccess.net
White Rock Cybersecurity	Mar 23, 2023 1:55 PM CDT	odessa ciales-smith	odessa@wrsecure.com
vCloud Tech Inc.	Mar 23, 2023 11:13 AM CDT	NADIA KHAN	vcloud@vcloudtech.com
MobyMax	Mar 16, 2023 10:28 AM CDT	Cheryl Sarafin	rfp@mobymax.com
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Centroid Systems, LLC	Mar 23, 2023 11:59 AM CDT	Nirmal Mishra	nirmal.mishra@centroid.com
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NavMD	Mar 10, 2023 8:32 AM CST	Bryce Bilodeau	bryce.bilodeau@NavMD.com
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DLT Solutions, LLC	Mar 23, 2023 12:10 PM CDT	Mitchell Soni	mitchell.soni@dlt.com
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Evaluation Criteria	Point Value	<i>Arisant LLC</i>	<i>Astute Business Solutions</i>	<i>Bark</i>	<i>BDO Public Sector</i>
Pricing	40	25	25	20	15
Ability to service the contract	25	12	10	5	5
References	20	10	10	5	5
Technology	7	5	5	5	3
Value Added Products and Services	8	4	4	5	0
<u>Total</u>	<u>100</u>	<u>56</u>	<u>54</u>	<u>40</u>	<u>28</u>



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Evaluation Criteria	Point Value	<i>Centroid Systems</i>	<i>Crayon Software Experts</i>	<i>DLT Solutions</i>	<i>Emergent</i>
Pricing	40	25	25	34	25
Ability to service the contract	25	10	15	18	15
References	20	6	12	14	13
Technology	7	5	4	4	5
Value Added Products and Services	8	5	5	7	7
<u>Total</u>	<u>100</u>	<u>51</u>	<u>61</u>	<u>77</u>	<u>65</u>



Emily Jeffery

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Evaluation Criteria	Point Value	<i>Envision Technology Advisors</i>	<i>Esi Acquisition</i>	<i>General Code</i>	<i>Intrado</i>
Pricing	40	15	20	17	17
Ability to service the contract	25	8	7	5	7
References	20	6	6	6	9
Technology	7	3	6	5	6
Value Added Products and Services	8	5	5	5	5
<u>Total</u>	<u>100</u>	<u>37</u>	<u>44</u>	<u>38</u>	<u>44</u>



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Evaluation Criteria	Point Value	<i>MobyMax</i>	<i>Mythics</i>	<i>NavMD</i>	<i>Pondurance</i>
Pricing	40	18	25	0	22
Ability to service the contract	25	5	18	0	9
References	20	9	11	0	8
Technology	7	4	6	0	5
Value Added Products and Services	8	3	6	0	5
<u>Total</u>	<u>100</u>	<u>39</u>	<u>66</u>	<u>0</u>	<u>49</u>



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Evaluation Criteria	Point Value	Resultant	SchoolsPLP	Sergeant Laboratories	Sown to Grow
Pricing	40	23	18	20	15
Ability to service the contract	25	15	7	11	5
References	20	13	8	10	0
Technology	7	4	4	5	0
Value Added Products and Services	8	4	4	5	0
<u>Total</u>	<u>100</u>	<u>59</u>	<u>41</u>	<u>51</u>	<u>20</u>



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Evaluation Criteria	Point Value	<i>Super Duper Publications</i>	<i>Tharseo IT</i>	<i>Vaske Computer</i>	<i>vCloud Tech</i>
Pricing	40	15	22	25	20
Ability to service the contract	25	5	10	16	7
References	20	6	10	12	9
Technology	7	3	5	6	5
Value Added Products and Services	8	3	4	6	3
<u>Total</u>	<u>100</u>	<u>32</u>	<u>51</u>	<u>65</u>	<u>44</u>



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Evaluation Criteria	Point Value	Vertosoft	White Rock Cybersecurity
Pricing	40	32	15
Ability to service the contract	25	18	7
References	20	12	9
Technology	7	6	5
Value Added Products and Services	8	5	3
<u>Total</u>	<u>100</u>	<u>73</u>	<u>39</u>



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