

**Date:** April 4, 2025

**To:** Finance Committee and Governing Body

**Via:** Emily Oster, Finance Department Director *EO*

**From:** Travis Dutton-Leyda, CPO, Purchasing *[Signature]*  
Patrick Lucero, IT/Finance Project Manager, Finance *PL*

**Subject:** eProcurement/Sourcing Software Contract

**Vendor Name:** Vertosoft, LLC, Subcontractor: OpenGov

**Vendor Number:** 10788

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**ACTION:**

Request for Approval of General Service Contract with Vertosoft, LLC for the Purchase of OpenGov eProcurement solutions and Implementation Services in the total amount not to exceed \$550,236.73, plus NM GRT, for a Five-Year Term. (Travis Dutton-Leyda - [tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov); 505-629-8351)

**BACKGROUND AND SUMMARY:**

The City of Santa Fe intends to procure OpenGov eProcurement module and related software via an existing OMNIA Partners cooperative Master Agreement (No. 01-165) with Vertosoft, LLC. This software will be a valuable tool for City staff to streamline procurement processes, enhance supplier engagement, and improve contract management.

In December 2023, Purchasing implemented the Tyler Munis BID Module in an effort to modernize solicitation management. However, this module has proven to be unreliable and difficult to use. It frequently experiences errors, disrupting daily operations. Vendors regularly call for assistance in submitting bids due to the system's complexity and ongoing issues, and our internal end users struggle to navigate it efficiently. These persistent challenges have led to inefficiencies, frustration, and unnecessary administrative burdens.

Purchasing and IT have dedicated countless hours working with Tyler to resolve these issues and improve the Bid Module, but the system remains problematic. Despite ongoing efforts, Tyler has acknowledged that significant enhancements would take years to develop. Continuing with this system would require prolonged troubleshooting and costly workarounds, delaying the City's ability to implement an effective, modern procurement solution.

As part of its efforts to identify a better procurement sourcing tool, the City evaluated multiple eProcurement solutions. After extensive market research, product demonstrations, and reference checks with other government agencies, OpenGov emerged as the best-in-class solution. OpenGov offers a proven, modern platform that brings Santa Fe into the present with its user-friendly, cloud-based eProcurement system. This software has been successfully implemented by 375 government entities and features a robust vendor network, ensuring broader competition and improved supplier engagement. Additionally, OpenGov will assist with implementation and provide direct support to vendors at no cost, reducing the workload on City staff.

The software will support key procurement functions, including request management, solicitation development, supplier outreach, bid evaluations, contract assembly, and e-signature capabilities. It provides a centralized platform to improve procurement workflows, ensure compliance, and increase transparency in vendor selection and contract execution. The platform's intuitive design and mobile-friendly interface will allow staff to manage procurement activities efficiently from any location.

The contract will be for a five-year term, with a total contract amount not to exceed \$550,236.73, plus NM GRT. The expected cost in the first year is \$154,624.69, plus NM GRT, of which approximately \$59,909.85 will be one-time implementation costs. The remaining amount will cover the annual software subscription. Costs for subsequent years will include only the annual subscription fee.

**PROCUREMENT METHOD:**

The procurement method is the OMNIA Partners contract 01-165 which has an initial expiration date of April 30, 2026

**Chief Procurement Officer Approval:** \_\_\_\_\_

*Stan J. Inf...*  
**Date:** 04/04/2025

**Supporting Information:** 13-1-135

**CONTRACT NUMBER:**

The FY25 Munis contract number: TBD

**\$\$\$\$\$ SOURCE/REVENUE:** ☒Expense ☐Revenue

The funding source is: **Finance ERP**

**Munis Org/Object:** 3251501/510340

**Approval:** Andy Hopkins

**Title:** Budget Officer

**Date:** 04/04/2025

**Comment & Exceptions:** -

**Grant Award Number:** N/A

**Project Ledger #:** N/A

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):**

☐Yes | ☒ No

**Repair or Replacement of Existing Equipment:**

☐Yes | ☒ No

**Capital Project:**

☐ Yes | ☒ No

**Department Approvals:**

IT Components: ☒ Yes | ☐ No

**Approval:** \_\_\_\_\_

**Title:** City CIO

**Date:** \_\_\_\_\_

**Comment & Exceptions:** \_\_\_\_\_

**Department Contract Administrator Contact Info:**

Travis Dutton-Leyda - [tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov); 505-629-8351

**ATTACHMENTS:**

General Services Contract

Statement of Work

Vendor's Quote

OMNIA Master Agreement

Certificate of Liability Insurance

CPO Determination

Horizons Declination

ITT Approval Form

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

Software

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Vertosoft, LLC herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the scope of work outlined in Exhibit A.

3. **Compensation.**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit B, less retainage, if any, as identified in paragraph C of this Clause.

A. The total amount payable to the Contractor under this Contract shall not exceed five hundred fifty thousand, two hundred thirty-six dollars and seventy-three cents (\$550,236.73 plus applicable New Mexico Gross Receipts Tax (GRT). The tax amount for the first year will be calculated based on the out-of-state rate of 4.875%, totaling \$7,537.95. In subsequent years, GRT will be assessed at the applicable current rate and paid accordingly. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Contract being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Progress and Deliverable Payments will be made to the Contractor's designated mailing address. In accordance with NMSA 1978, Section 13-1-158, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. All payment invoices MUST BE received by the City at least thirty (30) days after the completion of each Deliverable and no later than fifteen (15) days after the termination of this Contract. Payment Invoices received after such date WILL

NOT BE PAID. If you do not receive confirmation of invoice receipt within seven days, email [accountspayable@santafenm.gov](mailto:accountspayable@santafenm.gov) to request an update. For contract-related inquiries, contact [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov).

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **five (5) years from the date of final signature**. The City Reserves the right to extend pursuant to NMSA 1978, Section 13-1-150.

6. **Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

1) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as

determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. **Liability.** Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.**

8. **Amendment**

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

This Contract is issued against the Vertosoft state or agency Master Agreement, established and maintained by OMNIA Partners, number 01-165, and through this language hereby incorporates this contract by reference and is included in the order of precedence.

23. **Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry,



sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et. seq. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written

clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

**A. Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

**C.** Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

36. **Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

### 38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

### 39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this

Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Emily Oster Finance Director City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501 <a href="mailto:ekoster@santafenm.gov">ekoster@santafenm.gov</a>	To the Contractor: Carly Moore Vertosoft, LLC 1602 Village Market Blvd SE, Suite 320 Leesburg, VA 20175 carly.moore@vertosoft.com, 540-998-8361
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Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:


  
Alan Webber (Apr 14, 2025 16:48 MDT)  
MAYOR ALAN WEBBER

  
Jay Colavita, President & Founder

DATE: Apr 14, 2025

DATE: 04/03/2025  
NMBTIN: 81-3911287

ATTEST:

  
ANDREA SALAZAR (Apr 14, 2025 16:54 MDT)

CITY CLERK  
GB MTG 04/09/2025 xiv

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Apr 14, 2025 17:18 MDT)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
Emily K. Oster (Apr 14, 2025 17:18 MDT)  
FINANCE DIRECTOR



# Exhibit A

## Statement of Work

City of Santa Fe, NM

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Created by: A.C. Long

## Table of Contents

OpenGov Statement of Work	3
1. Project Scope	3
2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms	3
3. Project Delivery	3
4. Project Understanding	3
5. OpenGov Responsibilities	4
6. Project Tracking and Reporting	4
7. Communication and Escalation Procedure	4
8. Opengov Implementation Methodology	5
8.1. Initiate	5
8.2. Validate	6
8.3. Configure	6
8.5. Launch	6
9 . Customer Responsibilities	6
10. Customer's Project Manager	7
11. Acceptance Procedure	7
12. Estimated Schedule	8
13. Illustrative Project Timelines	8
14. Change Order Process	9
Exhibit 1: Implementation Activities	10
Procurement:	10
Initiate	10
Validate	10
Configure	11
Train	14
Launch	15
Exhibit 2: Technical Requirements	16
Procurement Technical Requirements	16



# OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Santa Fe, NM ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

## 1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in ["Exhibit 1"](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the ["OpenGov Responsibilities"](#) section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

## 2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

## 3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

## 4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. The customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

## 5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

## 6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

## 7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

## 7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

## 7.3. Escalation Process

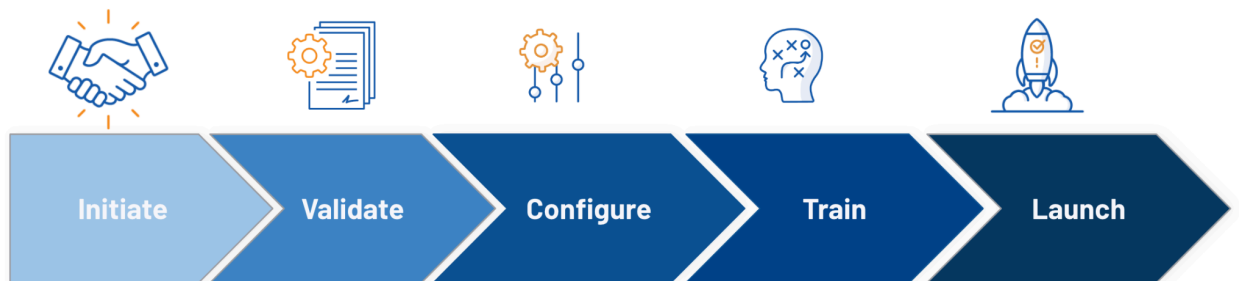
7.3.1. Identification of an issue impeding deployment progress or outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. The resolution will be documented and signed off.

# 8. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

## 8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.

8.1.2. OpenGov will provide system administrators creation.

8.1.3. This activity is complete when the customer has access to their site.

8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

## 8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.

8.2.2. OpenGov will confirm the Data Validation strategy.

8.2.3. This activity is complete when the Solution Blueprint is presented to the customer.

8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

## 8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.

8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.

8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

## 8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.

8.4.2. OpenGov will provide Administrator training.

8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).

8.4.4. Customer will sign-off that training has been completed.

## 8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.

8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

# 9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by the customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

- 9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.
- 9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

## 10. Customer's Project Manager

- 10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.
- 10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).
- 10.3. Identify and assign Subject Matter Experts (SME).
- 10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.
- 10.5. Participate in project status meetings.
- 10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.
- 10.7. Resolve deviations from the estimated schedule.
- 10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.
- 10.9. Administer the Change Order Process with the Project Manager, if applicable.

## 11. Acceptance Procedure

- 11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.
- 11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.
- 11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- 11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.
- 11.5 Both OpenGov and Customer recognize that failure to complete tasks and

respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

## 12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

## 13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5
Initiate	Project Kick off and Planning					
Validate	Requirements Matrix, Validation Workshops					
Configure	Solicitation Development					
	Solicitation Templates					
	Contract Management					
	eSignature & Contact Assembly					
Train	Admin Training					
Launch	Go Live, HyperAdoption, Project Closure					

## 14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion.

14.2.2. Sign off process.

14.2.3. Cost of change and/or invoice timing.

14.2.4. Amending the SOW to correct an error.

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.

14.2.6. Change in type of OpenGov resources to support the SOW.

14.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off.

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

# Exhibit 1: Implementation Activities

## Procurement:

Use Cases Build for Procurement:

- Solicitation Development
- Supplier Engagement, Evaluation and Awards
- Request Management
- Contract Management

## Initiate

### Provisioning Procurement Website Instance

OpenGov will:

- Configure customer portal and upload Customer's logo.

Customer will:

- Provide logo.
- Confirm access to the Portal.

Completion Criteria

- Customer verifies access to the site.

## Validate

### Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
  - o Confirm list of templates
  - o Review technical requirements
  - o Provide documentation on requirements and processes

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria



- Customer sign-off on the project plan.

## **Configure**

### Supplier Engagement, Evaluation and Award Configuration

#### Vendor Portal

OpenGov will:

- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:

- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:

- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria

- Customer sign-off that Vendor Portal has been configured.

#### Generic Template

OpenGov will:

- Deploy generic templates.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:

- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria

- Customer sign-off that the Generic Template has been configured.

#### Solicitation Template Development Solution

OpenGov will:

- Review and confirm the Solicitation Templates and documents provided by the Customer.
- Configure up to four (4) total Solicitation Template(s) from customer provided templates:
  - Three (3) Non-Construction Solicitation Template will be built based on examples collected from the customer up to one hundred (100) pages in length.

- One (1) Construction Solicitation Template will be built based on examples collected from the customer up to two hundred (200) pages in length.
- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Provide forms associated with solicitation templates.
- Provide admin documents.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Customer sign-off that the Solicitation template(s) have been configured.

## Request Management

OpenGov will:

- Configure Request Management settings.
- Provide up to ten (10) hours of working sessions covering:
  - Configuration Review
  - Process Walkthrough(s)
  - User Acceptance Testing support

Customer will:

- Provide Request Management Approvers.
- Provide Departments.
- Provide a purchasing policy.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Requisitions have been configured.

## Contract Management Configuration

### Create and Manage Contracts

OpenGov will:

- Provide one (1) – one hour Overview of the Contract Management Solution to Customer’s System Administrator(s).
- Provide guidance and instruction to the System Administrator on creating and managing contracts.

Customer will:

- Attend scheduled System Overview
- Create and manage contract records in the system with guidance from OpenGov.

Completion Criteria

- Contracts training has been conducted.

## Contract Template Deployment

OpenGov will:

- Review & configure agreed upon contract templates.
- Configure up to two (X) total Contract Template(s) from customer provided templates :
  - One (1) Non-Construction Contract Template will be built based on examples collected from the customer up to fifty (50) pages in length.
  - One(1) Construction Contract Template will be built based on examples collected from the customer up to two hundred (200) pages in length.

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Contract templates.

Completion Criteria

- Customer sign-off that the Contract Template(s) have been configured.

## DocuSign eSignatures

OpenGov will:

- Enable DocuSign integration.
- Provide instructions on how to connect DocuSign.

Customer will:

- Gather and provide relevant process information for DocuSign integration.
- Test the configuration and provide feedback.

Completion Criteria

- Customer sign-off on the DocuSign Integration.

## Historical and/or Active Contract Metadata Upload

OpenGov will:

- Provide a compatible mapping document in Excel format for the metadata of contracts (contracts log) to be uploaded into the system.
- Import the contract records listed in the contract log.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will

- Customer will transfer their contract metadata into the mapping document provided by OpenGov for import into OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.

Completion Criteria

- Historical/Active Contract log has been loaded.

## Admin Documents and Checklist Configuration

OpenGov will:

- Review & configure up to four (4) standard Admin Documents :
  - Proposal Viewer Agreement
  - Interview Invitation
  - Non-Award Letter
  - Notice of Intent to Award

Customer will:

- Provide Admin Documents.

Completion Criteria

- Admin Documents and Checklist have been configured.

## Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Single Sign On has been configured.

# **Train**

## Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
  - Creating Bids with Generic Templates
  - Request Management
  - Live Bid Management & Vendor Experience
  - Evaluation and Awarding
  - Writing Solicitations using templates
  - Contract Document Developer Tools

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Training has been conducted.

## Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).
- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Working sessions have been conducted.

## **Launch**

## HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of remote working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Completion Criteria

- Customer sign-off that the project has been completed.

## Exhibit 2: Technical Requirements

### Procurement Technical Requirements

#### Logo

- .png or .jpg file
- At least 300KB but not larger than 500KB

#### Vendor List

- Single Flat file
- .csv or .xlsx format

#### Historical/Active Contracts

- Single Flat file based on mapping document provided by OpenGov
- .csv or .xlsx format

#### Sample Documents or Boilerplate Templates

- PDF or Word format, including all related attachments and documents.

#### Admin Documents

- PDF or Word format



Exhibit B - Quote Based on OMNIA

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:** 3/28/2025, 2:53 PM

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

**Vertosoft Contact:** Carly Moore  
**Phone:** (540) 998-8361  
**Email:** carly.moore@vertosoft.com

## OpenGov Quote for City of Santa Fe, NM

**Contract:** NCPA - OMNIA 01-165

**Quote #:** Q-11024  
**Expires On:** 4/30/2025

**Ship To**  
City of Santa Fe, NM

**Quote For:**  
**Name:** Travis Dutton-Leyda  
**Company:** City of Santa Fe, NM  
**Email:** tkduttonleyda@santafenm.gov  
**Phone:**

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

Overall POP Start Date: 5/1/2024

Overall POP End Date: 4/30/2030

Term 1

Period of Performance: 05/01/2025 - 04/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between \$300-500 Million - 3Y	1.00	\$5,148.04	\$5,148.04
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between \$300-500 Million - 3Y	1.00	\$89,566.80	\$89,566.80
OG-TWDP-B300500M-OT-0Y	Professional Services Deployment - Time and Materials Billed Monthly as Incurred - Between \$300-500 Million - 0Y	231.00	\$259.35	\$59,909.85
Term 1 TOTAL:				\$154,624.69

## Term 2

Period of Performance: 05/01/2026 - 04/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between \$300-500 Million - 3Y	1.00	\$5,276.74	\$5,276.74
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between \$300-500 Million - 3Y	1.00	\$91,805.96	\$91,805.96
<b>Term 2 TOTAL:</b>				\$97,082.70

## Term 3

Period of Performance: 05/01/2027 - 04/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between \$300-500 Million - 3Y	1.00	\$5,408.66	\$5,408.66
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between \$300-500 Million - 3Y	1.00	\$94,101.12	\$94,101.12
<b>Term 3 TOTAL:</b>				\$99,509.78

## Term 4

Period of Performance: 05/01/2028 - 04/30/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between \$300-500 Million - 3Y	1.00	\$5,408.66	\$5,408.66
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between \$300-500 Million - 3Y	1.00	\$94,101.12	\$94,101.12
<b>Term 4 TOTAL:</b>				\$99,509.78

## Term 5

Period of Performance: 05/01/2029 - 04/30/2030

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between \$300-500 Million - 3Y	1.00	\$5,408.66	\$5,408.66
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between \$300-500 Million - 3Y	1.00	\$94,101.12	\$94,101.12
<b>Term 5 TOTAL:</b>				\$99,509.78

<b>TOTAL:</b> \$550,236.73
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Quote Terms



By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

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.









# Vertosoft OpenGov Contract - City of Santa Fe

Final Audit Report

2025-04-04

Created:	2025-04-03
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUTgxQtm_WNQ0qSfaQ9S2L5bJTUOUwI1r

## "Vertosoft OpenGov Contract - City of Santa Fe" History

-  Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2025-04-03 - 11:09:28 PM GMT- IP address: 63.232.20.2
-  Document emailed to Howard Colavita (jay@vertosoft.com) for signature  
2025-04-03 - 11:15:43 PM GMT
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature  
2025-04-03 - 11:15:43 PM GMT
-  Restricted visibility Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)  
2025-04-03 - 11:27:59 PM GMT- IP address: 104.47.64.254
-  Restricted visibility Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)  
Signature Date: 2025-04-03 - 11:28:16 PM GMT - Time Source: server- IP address: 76.127.1.192
-  Restricted visibility Email viewed by Howard Colavita (jay@vertosoft.com)  
2025-04-04 - 1:51:56 AM GMT- IP address: 104.47.59.254
-  Restricted visibility Document e-signed by Howard Colavita (jay@vertosoft.com)  
Signature Date: 2025-04-04 - 1:53:43 AM GMT - Time Source: server- IP address: 71.171.87.208
-  Agreement completed.  
2025-04-04 - 1:53:43 AM GMT



# Exhibit B

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:** 3/28/2025, 2:53 PM

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

**Vertosoft Contact:** Carly Moore  
**Phone:** (540) 998-8361  
**Email:** carly.moore@vertosoft.com

## OpenGov Quote for City of Santa Fe, NM

---

**Contract:** Open Market

**Quote #:** Q-11024  
**Expires On:** 4/30/2025

**Ship To**  
City of Santa Fe, NM

**Quote For:**  
**Name:** Travis Dutton-Leyda  
**Company:** City of Santa Fe, NM  
**Email:** tkduttonleyda@santafenm.gov  
**Phone:**

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

Overall POP Start Date: 5/1/2024  
Overall POP End Date: 4/30/2030

Term 1

Period of Performance: 05/01/2025 - 04/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between \$300-500 Million - 3Y	1.00	\$5,148.04	\$5,148.04
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between \$300-500 Million - 3Y	1.00	\$89,566.80	\$89,566.80
OG-TWDP-B300500M-OT-0Y	Professional Services Deployment - Time and Materials Billed Monthly as Incurred - Between \$300-500 Million - 0Y	231.00	\$259.35	\$59,909.85
Term 1 TOTAL:				\$154,624.69

## Term 2

Period of Performance: 05/01/2026 - 04/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between \$300-500 Million - 3Y	1.00	\$5,276.74	\$5,276.74
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between \$300-500 Million - 3Y	1.00	\$91,805.96	\$91,805.96
Term 2 TOTAL:				\$97,082.70

## Term 3

Period of Performance: 05/01/2027 - 04/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between \$300-500 Million - 3Y	1.00	\$5,408.66	\$5,408.66
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between \$300-500 Million - 3Y	1.00	\$94,101.12	\$94,101.12
Term 3 TOTAL:				\$99,509.78

## Term 4

Period of Performance: 05/01/2028 - 04/30/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between \$300-500 Million - 3Y	1.00	\$5,408.66	\$5,408.66
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between \$300-500 Million - 3Y	1.00	\$94,101.12	\$94,101.12
Term 4 TOTAL:				\$99,509.78

## Term 5

Period of Performance: 05/01/2029 - 04/30/2030

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWFG-B300500M-AR-3Y	Contract Document Assembly & eSignatures - Between \$300-500 Million - 3Y	1.00	\$5,408.66	\$5,408.66
OG-TWEP-B300500M-AR-3Y	OpenGov Enterprise Procurement and Contracts - Between \$300-500 Million - 3Y	1.00	\$94,101.12	\$94,101.12
Term 5 TOTAL:				\$99,509.78

TOTAL: \$154,624.69

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

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.



**Prepared for:**

City of Santa Fe, NM

OpenGov Procurement frees teams from the drudgery of manual and paper-based processes through an easy-to-use solution built specifically to manage government procurement workflows. By leveraging OpenGov, City staff will reduce labor-intensive tasks and shorten procurement timelines, resulting in faster project approvals, more efficient staff time use, and a streamlined procurement process that ensures high-quality outcomes while maintaining City standards. In addition, staff will be able to produce high-quality, consistent, and compliant solicitations while providing transparency and clear communication to suppliers that will help them understand and respond to solicitations more effectively. OpenGov is highly regarded nationally by vendors for the ease of use of logins, solicitation notifications, guided response workflows, and contract onboarding.

**Key Challenge:**

- Increasing demand on procurement staff
- Departments lack a standardized process; risk of noncompliance
- Decentralized development of contracts and solicitations
- Lack of staff knowledge on how to develop scopes of work

**Future Goals with OpenGov:**

- "Canning" as much of the process to limit variables departments manage
- Eliminate unnecessary work through automation and efficiency of process
- Standardization of purchasing process to increase efficiency, consistency, and compliance

**Key Priorities:**

- **Simplify and centralize the procurement process** to free up time to strategize ways to reform department processes and ensure maximum productivity
  - Enhance visibility and collaboration
  - Reduce risk of errors or delays
- **Centralize solicitation assembly** processes to be more efficient so the City can produce greater number of solicitations and allow staff to be more strategic and productive
- **Adopt a solution** that's easy to use, learn, and update

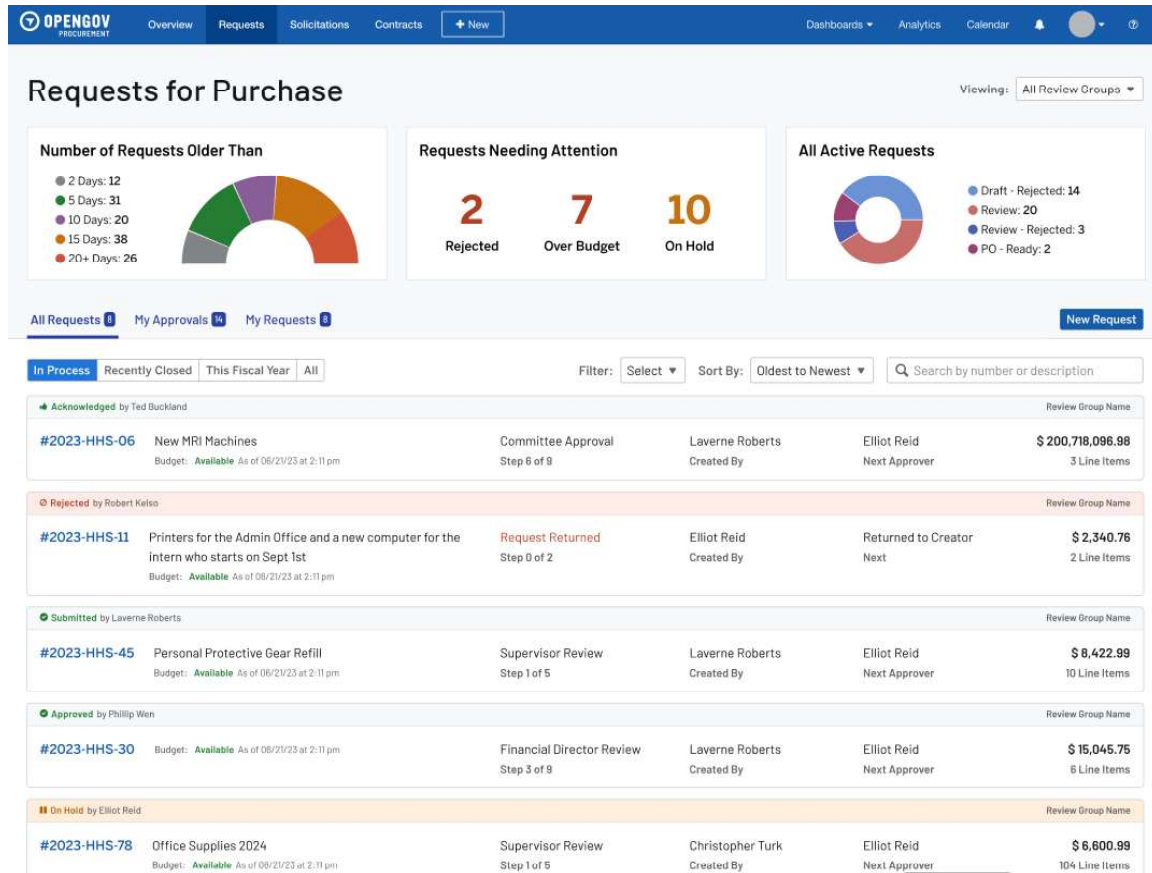
OpenGov is used by many jurisdictions in NM such as **Gallup, New Mexico Secretary of State, and Taos County. Las Cruces, Carlsbad, and Roswell are just beginning their projects.** Throughout the country, we also work with the cities of: Orlando, FL, Cleveland, OH, Santa Monica, CA, Norfolk, VA, Pittsburgh, PA, Pierce County, WA, Orange County, FL and many more. It was also the software of choice for three of the last four NIGP (National Institute of Government Procurement) Presidents. We also partner with municipalities on the Tyler Munis financial system including: Pasadena, CA; Sugar Land, TX; Town of Queen Creek, AZ; Napa, CA; Surprise, AZ, Schaumburg, IL; and Newport News, VA.

#### **Top Benefits of OpenGov Procurement:**

- **50-90% Less Time Building Solicitations**
  - Empowering the City to take on more solicitations and focus on high-value work with the industry's only automated solicitation builder
  - [Orlando, FL used to take 4 Weeks to develop RFxs; Now under 1 hour](#) - (99% less)
  - [Palmdale Water District, CA](#) - *We cut our solicitation time from 1 week to 15 minutes.*
  - [Phoenix, AZ](#) - *It's intuitive. I don't have to put a user guide together. After a two-hour training, someone can create an IFP and put it out on the same day."*
- **100-300% Increase in Published Bids & Bid Views**
  - Reduce barriers to entry for local and DBE vendors with a public, guided bid portal backed by live chat support, automatic alerts and error checking
  - [Groveland, FL](#) - *I will never go to another system again. This platform is so intuitive; it doesn't need any training. I've heard this from my end users and my suppliers."*
- **2-4x More Supplier Responses**
  - Drive up competition and get better pricing for the City
  - [Milpitas, CA](#) - sees 3x more supplier responses
  - [Tucson, AZ Receives positive feedback from suppliers & internal stakeholders](#)
- **50% Faster Training & Onboarding & 30% Increase in Collaboration**
  - Attract and retain next generation of government employees
  - Dynamic workflows enable departments throughout the City to seamlessly collaborate throughout the requisition, procurement, and contracting process
  - [Pasadena, CA Speeds Up Onboarding](#): *If six months is considered the benchmark to train a new staff member, we can now get that same person ready in half the time."*
  - [Lebanon, NH](#) - *A new hire did an entire solicitation on her first try; the software allows us to do this, you don't need to be tech-savvy."*
- **1.5 - 2x Return on Investment**
  - Accounts for employee staff time and hard dollar cost savings from increased competitive pricing received during solicitations
  - [Collin College, TX](#) - *Just that one solicitation right there was single-handedly worth acquiring OpenGov."*

# OpenGov Procurement & Contract Management

## Request Management



- Fast track requisitions with automation, compliance and total control and bridge the gap between requests and procurement
- Create agency- or department-level rules to define roles, custom flags, and spending thresholds to ensure compliance and transparency throughout the workflow process.
- Collaborate, track, and buy strategically with unlimited licenses, guided approvals, and data capture. Enjoy a self-service experience and make informed purchases with bulk buying insights.
- Approved requests move directly into scope and solicitation workflows. This ensures accuracy and eliminates manual re-entry and delays. Leaders have instant access to all documentation, ensuring audit-ready processes.



# Solicitation Development

**Document Setup**

Info Setup Intro Scope of Work

Provide the information below to configure your document

✓ 1. Did any supplier/third party participate in creating the Scope of Work/Services\*  
If the answer is YES, that supplier will likely be unable to bid project. Best Practice is for SOW to be independently created by the agency.

☐ Yes

☒ No

✓ 2. Does this solicitation include: the purchase of IT related services or equipment; or the purchase of vehicles?\*

☒ Yes

☐ No

✓ 3. Is there a job walk or bidder's conference required? \*

If yes, Please provide physical or virtual location.

☒ Yes

☐ No

✓ 4. Evaluation Criteria\*

Will you be including the Evaluation Criteria in the RFP document?

☒ Yes

☐ No












- Centralize Compliance and Control, Decentralize Work
- No more copying/pasting using word processors, or having to track down Scope terms. Empower internal customers and improve workflow with a fully guided intake module reinforced with automatic error checking. Now your SMEs can either start from scratch using intelligent boilerplate automation to draft their scope of work, or leverage existing templates from our vast publicly shared Solicitation Library for your review.
- Click-to-Creation Automation
- Users build solicitations by answering guided questions. The answers determine the necessary forms and documents. The RFX/bid documents are then automatically written.
- Collaborate in real time to increase transparency, accountability, and productivity. Reduce internal conflict by aligning on clause-level security, audit trails, and workflows all within the platform.
- In-line comments and task assignments, Automated alerts, Calendar integration, Redlining and detailed auditing, and Project tracking: Pipelines/stakeholder timelines
- **Do Less of** Working with Word processor documents, Relying on emails to manage task

## Supplier Engagement + Evaluations & Awards

The screenshot displays the OpenGov Procurement platform. At the top, a blue navigation bar includes the OpenGov logo, links for Proposals, Awards, Subscriptions, and Network, and a user profile icon labeled 'TJ'. Below the navigation bar, a 'Visit Help Center' link and a 'Cloud City Portal' link are visible. The main content area features a project card for 'Cloud Based Enterprise Resource Planning (ERP) Software'. This card includes a 'CITY' logo, a 'Request For Proposal' icon, the project ID '2021-RFP-015-MI', and release and due dates. It also shows a 'Draft Response' button, an 'Events RSVP' button, and a 'No Bid' button. A timer indicates 'Time Remaining: 17 days, 20 hours, 45 minutes'. Below the project card, a sidebar lists project documents from 1 to 10. The main content area shows a 'Post Information' box with details about the posting date, sealed bid process, and private bid status. Below this, the '1. Introduction' section is visible, followed by a '1. Summary' section with a paragraph of text.

- Achieve unprecedented collaboration and earn 3–4x more supplier responses with OpenGov Procurement.
- Achieve equity, better results, and supplier happiness with the winning recipe: easy access, bi-lateral workflows, and automation.
- Align SMEs and Procurement; Maximize Strategic Purchasing
- **Collaboration:** Supplier diversity, real-time chat support, and Q&A management.
- **Automation:** Addenda acknowledgments, calendar updates, and reminders.
- **Transparency:** Sealed bids, multi-phase bid opening support, workflow and vendor activity reporting, and online public bid openings.
- **Ease of Use:** Digital signatures, online forms, electronic notary, bid bonds, self-service vendor database, and guided proposal submissions.
- Centralize evaluation committee management
- Support lump-sum and line-item awarding
- Leverage bid tabulations and side-by-side scoring
- Send solicitation results with one-click supplier awarding and email notifications
- Automated reminders and alerts
- Get insight and report on individual and cumulative score sheets, plus award summaries
- Real-time in-platform Q&A
- Integrated calendar updates and alerts


# Contract Management

View Options Sync POs Export to CSV Search by Vendor, Title, ID, or Contact						
Vendor	Title	Contract ID	Amount Spent	Budget Amount	Department	Project Contact
 Anderson-Perry	Meadowbrook Overlay Project	AP663-143	\$57,150.00	\$72,000.00	Finance	 Monica Cook
 Central Washington Asphalt	Meadowbrook Overlay Project	<a href="#">Add Spend</a>			Procurement	 Monica Cook
 Gibson-Thomas Engineering	EASC Measures and PCSM Facilities	34534444	\$30,000.00	\$110,000.00	Public Works	 Monica Cook
 TBD	Used Laptop Computers		\$51,000.00	\$50,000.00	Information ...	 Ryan Kelly
 Government Software Inc.	Miscellaneous Bus Parts	<a href="#">Add Spend</a>			Public Works	 Robert Torres
 TBD	Safety Data / Learning Management & 2021-RFP-...	<a href="#">Add Spend</a>				

## Signature Page

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and corporate seals on this 1st day of January, 1970.

City of Giggle Springs



**SIGNATURE**


Yuri Lee Laffed

**FULL NAME**

January 24, 2025

**DATE SIGNED**

ABC Software Company

Signed by 

**SIGNATURE**

Moti Sorkin




**FULL NAME**

January 14, 2025


**DATE SIGNED**

This is currently out for receiving

**Signatures**

- Moti Signed on 12/02/2024 at 09:37 AM 
- Thao Signed on 12/02/2024 at 09:34 AM 
- Moti #3 Signed on 12/02/2024 at 09:38 AM 

**Document Type** | **File Name** | **Date Added** | **Display** | **Notes**

Agreement/Contract	contract_template_export Town of Payson.docx	1/13/2025		
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- OpenGov Procurement's industry-best features help your organization stay compliant, increase transparency, and automate your most time-consuming tasks.
- Author, review, and approve accurate and compliant contracts
- Rate and document vendor performance; file complaints when necessary
- Automate compliance with records retention policies
- Invite team members to assist and collaborate on contract drafting and reviews
- Reduce public records requests with self-service public portal
- Stay aligned with stakeholders using live chat and clause-level task assignment
- Manage terms and renewals with electronic bi-lateral workflows
- Easily track COI expiration dates with real-time alerts and supplier notifications
- Search by product description to locate associated contracts
- Keep projects fully in-line with stakeholders, using eProcurement automation integration
- Generate intuitive reports on contract spend and not-to-exceed amounts

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](http://www.vertosoft.com)

03/23/2022

## Table of Contents

Tab 1 – Master Agreement / Signature Form .....	1
Tab 2 – NCPA Administration Agreement.....	11
Tab 3 – Vendor Questionnaire.....	15
Tab 4 – Vendor Profile .....	18
Tab 5 – Products and Services / Scope .....	26
Tab 6 – References.....	37
Tab 7 – Pricing.....	40
Tab 8 – Value Added Products and Services.....	41
Tab 9 – Required Documents .....	43

## **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.

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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.

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- 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.

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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 (15<sup>th</sup>) 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

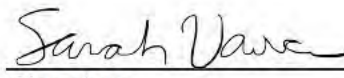
Chief Technology Officer  
Title

5001 Aspen Grove  
Address

1602 Village Market Blvd SE Suite 320  
Address

Franklin, TN 37067  
Address

Leesburg, VA 20175  
Address

  
Signature

  
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.

<b>X All 50 States &amp; District of Columbia</b>			
<b>(Selecting this box is equal to checking all boxes below)</b>			
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	

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

<b>X All Canada Provinces and Territories</b>	
<b>(Selecting this box is equal to checking all boxes below)</b>	
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 3<sup>rd</sup> 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.

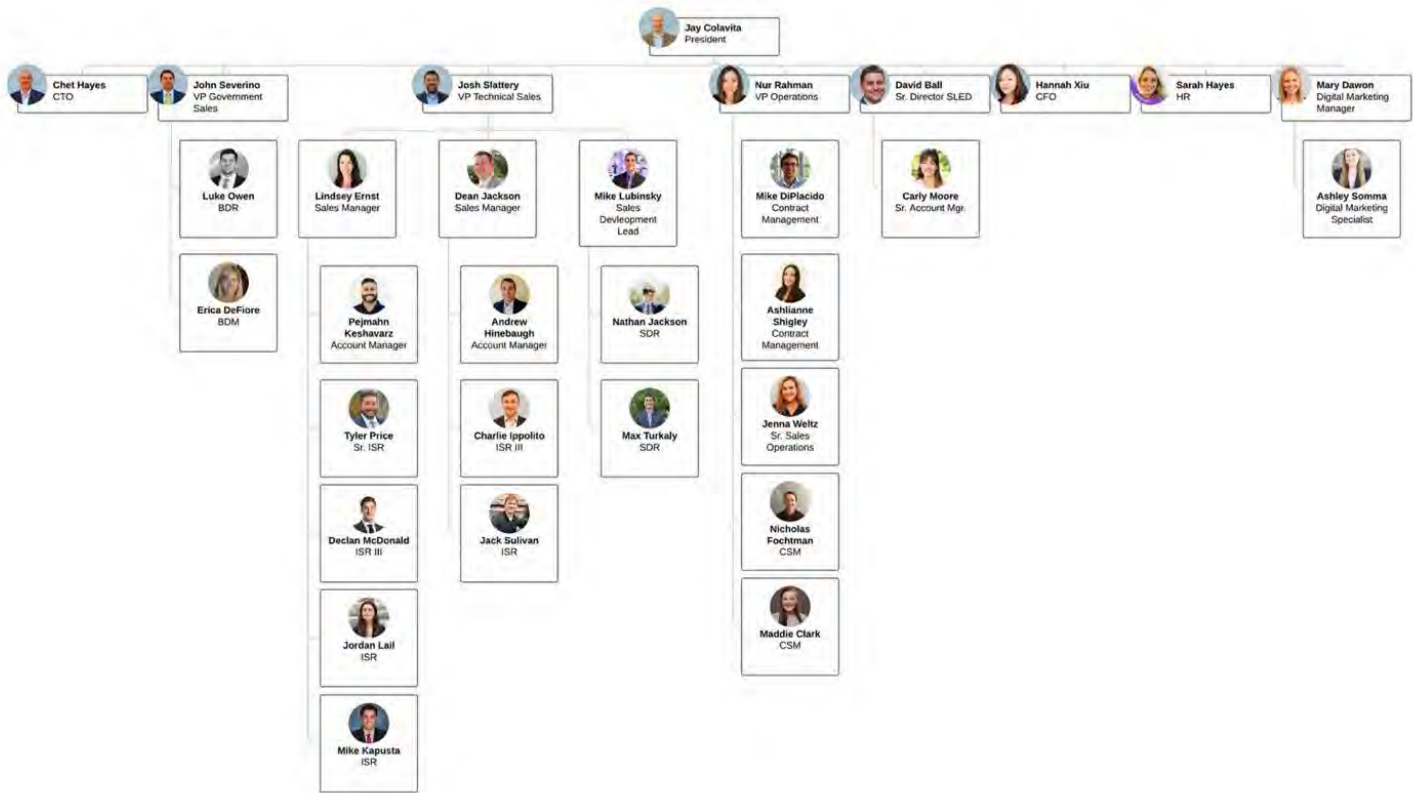
- *Company's Dun & Bradstreet (D&B) number.*

080431574

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- *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

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Jay Colavita, President  
[jay@vertosoft.com](mailto:jay@vertosoft.com)  
703.568.4703

ii. **Marketing**

Mary Dawson  
[mary@vertosoft.com](mailto:mary@vertosoft.com)  
703.298.5052

iii. **Sales**

Josh Slattery, VP of Technology Sales  
[josh@vertosoft.com](mailto:josh@vertosoft.com)  
703.915.7856

iv. **Sales Support**

Nur Rahman, Director of Operations  
[nur@vertosoft.com](mailto:nur@vertosoft.com)  
571.355.5347

v. **Financial Reporting**

Michael DiPlacido, Government Contract Manager  
[michael@vertosoft.com](mailto:michael@vertosoft.com)  
484.620.4567

vi. **Accounts Payable**

Hannah Xiu, Chief Financial Officer  
[hannah@vertosoft.com](mailto:hannah@vertosoft.com)  
571.216.2502

vii. **Contracts**

Michael DiPlacido, Government Contract Manager  
[michael@vertosoft.com](mailto: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




	<b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b>  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.
	<b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b>  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.
	<b>Commercial-Off-the-Shelf (COTS) Software, Security Software</b>  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

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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><b>Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Communication Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Security Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Security Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Security Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Communication Software, Security Software, Application Software, Software for Engineering and Product Development, Database Software, Information Worker Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Educational Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Security Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, System Software</b></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 &amp; 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.
	<b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b>  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.
	<b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b>  PublicInput helps you increase public engagement and communication with your community, while reducing your workload burdens with an integrated solution.
	<b>Commercial-Off-the-Shelf (COTS) Software, System Software, Software as a Service applications, Software for Engineering and Product Development</b>  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.
	<b>Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software</b>  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><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Training</b></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><b>Software, Commercial-Off-the-Shelf (COTS) Software, Security Software</b></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><b>Software, Commercial-Off-the-Shelf (COTS) Software, Application Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Application Software</b></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><b>Commercial-Off-the-Shelf (COTS) Software, Security Software</b></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

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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**

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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**

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### **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

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### 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 8<sup>th</sup>, 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

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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

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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

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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>



## IT Review: Pre-screening questions for Software/Solution Replacement Request

### Change Requested By:

**Name:** Travis Dutton-Leyda

**Date:** 03.31.2025

**Division:** CoSF Public Utilities and Public Works

**Phone:** 505.629.8351

### Information about the Existing System/Solution:

1. Name of the solution you are trying to replace: Tyler Munis  
(version/module) \_\_\_\_\_
2. Number of current users : <100
3. Who is responsible for updating / troubleshooting the current solution?
  - ☒ ITT Representative (division/position/name/contact info): \_\_\_\_\_
  - ☐ Vendor (name / contact info): \_\_\_\_\_
  - ☐ City Department's representative (name/contact info): \_\_\_\_\_
  - ☐ 3<sup>rd</sup> Party Contractor (name/contact info): \_\_\_\_\_
  - ☐ Other: (Company/name/contact/allocated hours/mo): \_\_\_\_\_
4. Is the current system hosted in the cloud or locally by the City:
  - ☐ Hosted on ITT servers (name and location): \_\_\_\_\_
  - ☒ Hosted on Cloud (provider name and link): https://intranet.santafenm.gov/munis
5. What are main features you are utilizing with the current software:  
Accounts payable, Contract management, expenses, purchasing
6. Describe the limitations of the current software that new proposed solution will remedy:  
Missing functionality of maintenance management activities, work order management, life cycle cost analysis  
risk and criticality assessment, capital improvement planning, asset data reporting
7. What is the extent of the data that will be transferred to the new solution from the current solution:
  - ☐ All the data will be transferred and deleted from existing accounts; \_\_\_\_\_
  - ☒ Only partial/or no data will be transferred, and the data will be backed up into local drive.  
(where?) \_\_\_\_\_
  - ☐ No data will be transferred and backed up
8. Will there need to be an archival copy of the current solution maintained? ☐ No \_\_\_\_\_
  - ☒ Yes (if yes – by who, and how long): Tyler munis will be the file of record
  - ☐ Unknown (specify): \_\_\_\_\_



**Information about the Proposed System/Solution:**

9. Name of the solution/software you are interested in purchasing: OpenGov  
(version/module): \_\_\_\_\_

10. What is the goal of the requested application? Managing aspects within municipal government, increase efficiency

11. Number of users that will be utilizing the system and will need licenses: \_\_\_\_\_

12. How many users will be covered by current quote?: unlimited, no limit on number of users

13. Single sign on – is this solution capable of:

☐ Azure Entra ID SAML

☒ Other SSO: 2FA email + code

☐ Azure Entra ID OAUTH2

SAML SSO

14. Will the new solution be hosted and where:

☐ Locally (address): \_\_\_\_\_

☒ or in the Cloud (address): Hosted in the cloud > US Region of AWS (Oregon)

15. Will the updates to the new system/solution be performed by:

☐ City staff (Name/position/division): \_\_\_\_\_

☒ or the Vendor (assigned staff): Updates made by OpenGov

16. What existing IT systems, if any, does this solution need to connect to?:

☐ Email \_\_\_\_\_ ☐ GIS portal/databases\* \_\_\_\_\_

☐ Network \_\_\_\_\_ If yes answer GIS Module (specify below)

17. Who will be responsible for installing and configuring the new solution and transferring existing data from the current solution?

☐ ITT Representative (division/name/contact info): \_\_\_\_\_

☒ Vendor (name / contact info): OpenGov handles migration of data if needed

☐ City Department's representative (name/contact info): \_\_\_\_\_

☐ 3rd Party Contractor (name/contact info): \_\_\_\_\_

☐ Other: (Company/name/contact/allocated hours/mo): \_\_\_\_\_

18. What is the estimated timeframe for starting up this new solution, and transferring from the current solution to the new solution?

Unknown	Under 3 months	3 to 6 months	6-12 months	More than 1 yrs	Other:
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3-6 months

19. How or who handles any requests for support for the requested application?

Open Gov vendor > Shiloh Rogers Team





20. What level of support is provided by the vendor for this new system/solution, and what are the applicable SLAs? <https://opengov.com/service-sla/>

No Vendor Support	Limited to # hours: 24 hours - Typically faster	Unlimited Business Hours	Unlimited 24/7	Other:
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20a. Please include Service Level Agreement details \_\_\_\_\_

21. Vendors contact information for technical questions regarding this new solution:

Shiloh Rogers +4 team members : srogers@opengov.com

David Bar-Or : dbaror@opengov.com

22. Does the requested application require any specific browser, plugin, security setting, network setting, hardware or setting?

May require API settings to write back to Tyler Munis as the file of record

23. Is there different level of access to the requested application? If so, how is access handled?

Different levels of access > administrator > users

permissions managed by admin level

24. Will AI component be utilized in the application?

No \_\_\_\_\_ Explanation: \_\_\_\_\_

Yes ☒ Explanation: 2 AI Component > scope of work > finding new suppliers

25. Is there an option to utilize Enterprise AI version if available?

Yes can enable or disable AI

26. What kind of data is collected by most customized (most security/ privacy enabled) version of this application?

scope of work AI > chatgpt plugin can be disabled

27. Does the quote include Enterprise version option? Yes

28. Will AI component be reviewed first with a test group? \_\_\_\_\_

Will you require ITT to set up the security and privacy settings on AI component?

No ☒ Explanation: IT support not needed

Yes \_\_\_\_\_ Explanation: \_\_\_\_\_

29. What kind of privacy and security certifications this solution utilizes and is this acceptable for City ITT?

<https://opengov.com/trust/>

30. Does this have Incident management component and how this will be managed?

No \_\_\_\_\_ Explanation: \_\_\_\_\_

Yes ☒ Explanation: SLA followed on security breaches > Master service agreement and SLA followed



### **ITT GIS Discovery questions**

31. Will you require APA/Map service?

NA

32. Who is your City GIS Contact?: NA

33. List of data needed for map service: NA

34. Is there a data that needs to be reconciled back into City GIS databases?:

35. Will you need City GIS Team to create you field app/ dashboards/ additional services?

36. Will you require City's Esri Licenses and how many?:

37. Will this affect City's ESRI service agreement in any way?:

### **ITT PMO Discovery questions**

38. Who will be responsible for the project created by adopting the new solution?

☒ City Department Project Manager

☐ Vendor Project Manager

☐ ITT Enterprise Project Management Office Project Manager

☐ Other Travis Dutton + Patrick

39. Are you requesting ITT Project Management Services?

ITT Project Management Services include but are not limited to:

☒ Enterprise System Upgrade (i.e. Munis/UKG(Kronos)

☒ New application selection, purchase, and implementation



**For ITT Only (End of discovery results):**

A. Will this implementation require ITT resources?

☐ Yes (Requires Division Approval) ☒ No

B. Will this implementation and management require ITT staff hours?

☐ Yes (Requires Division Approval) ☒ No

C. Was the requested software vetted by ITT Security officer?

☒ Yes ☐ No (Requires Security Officer Approval )

D. Does the requested solution have Single Sign enabled?

☒ Yes ☐ No (Requires Security Officer Approval)

E. Are the deliverables for this solution already exist in City's EAS Library (or is this solution can be substituted by existing City of Santa Fe solution?)

☐ Yes (Requires EUS/PMO Approval) ☒ No

**Request Approved?**

☒ Yes ☐ No (requires CCB)

Approver's Name/ Signature: \_\_\_\_\_

*Zarifa Dushdurova*  
EAS Manager

Date: 04/02/2025

Lorraine Nobes (PMO Manager) comments:

Per the conversations during E-review meeting for the purchase of OpenGov procurement software, OpenGov representatives stated integrations to Munis are not required for initial implementation. OpenGov representative David Bar-Or stated that other customers who use Munis do not create a Munis integrations and OpenGov procurement software can and will operate as a stand alone program for the City of Santa Fe. Travis Dutton-Leyda agreed that his staff will manage manual data transfer requirements into Munis, as needed, since OpenGov procurement software will reduce other manual work. Travis also agreed to act as project manager for the city of Santa Fe to work with the OpenGov project manager.

If integrations into Munis are needed in the future for OpenGov procurement software, those integrations will be a considered a separate project which IT EPMO can support in 6-12 months.

Based on this criteria, I approve the purchase of OpenGov procurement software at this time



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Preferred Ins. Services, Inc 4100 Monument Corner Dr., Suite 400 Fairfax VA 22030	<b>CONTACT</b> <b>NAME:</b> Certificate Department <b>PHONE</b> (A/C. No. Ext): 703-667-5940 <b>E-MAIL</b> ADDRESS: certs@preferins.com	<b>FAX</b> (A/C. No): 703-991-4838
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Valley Forge Insurance		20508
<b>INSURER B:</b> Continental Casualty Company		20443
<b>INSURER C:</b> Continental Insurance Company		35289
<b>INSURER D:</b> Arch Specialty Insurance Company		21199
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 838707780**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	7013025936	12/1/2024	12/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7013025936	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	7013027489	12/1/2024	12/1/2025	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	7013027475	12/1/2024	12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Tech E&O/Cyber/Media Liability			C-4LRC-103259-CYBER-2025	2/15/2025	12/1/2025	Each Claim/Aggregate 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: City of Santa Fe is Additional Insured with respect to General Liability, which includes on-going and completed operations, and Automobile Liability, regarding all work performed by the named insured. Primary and non-contributory wording applies to General Liability as required by written contract. Auto Insurance is primary (except for non-owned autos). Waiver of Subrogation in favor of Additional Insureds applies to General Liability, Automobile Liability, and Workers' Compensation. Umbrella Liability follows form.

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe  
200 Lincoln Avenue  
Santa Fe NM 87504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**From:** [ITT E-Review](#)  
**To:** [DUTTON-LEYDA, TRAVIS K.](#)  
**Cc:** [ITT E-Review](#); [NOBES, LORRAINE E.](#); [CANDELARIA, ERIC D.](#); [GREGORY, DYLAN J.](#)  
**Subject:** RE: CoSF ITT-E-review follow up.  
**Date:** Wednesday, April 2, 2025 9:45:41 AM  
**Attachments:** [E\\_review\\_Fillable\\_final\\_2025 - OpenGov\\_Signed.pdf](#)  
[image001.jpg](#)  
[image002.png](#)

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Good morning Travis,

The request to purchase OpenGov module has been approved. Note that we will not be able to assist with API to Munis at this time, and this is something that will have to go through a separate process with IT PMO. Meanwhile, we would want you to continue working with Tyler to improve the current Bids / Procurement module, as you have been doing.

Thank you!

**Zarifa Dushdurova**

*Enterprise Applications and Systems (EAS) Manager,  
City of Santa Fe Information Technology & Telecommunications*

Mouton Hall, Midtown

Cell – 505.795.1175

[zxdushdurova@santafenm.gov](mailto:zxdushdurova@santafenm.gov)



---

**From:** NOBES, LORRAINE E. <lenobes@santafenm.gov>  
**Sent:** Tuesday, April 1, 2025 4:31 PM  
**To:** DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>  
**Cc:** ITT E-Review <ereview@santafenm.gov>  
**Subject:** Re: CoSF ITT-E-review follow up.

Per the conversations during E-review meeting for the purchase of OpenGov procurement software, OpenGov representatives stated integrations to Munis are not required for initial implementation. OpenGov representative David Bar-Or stated that other customers who use Munis do not create a Munis integrations and OpenGov procurement software can and will operate as a stand alone program for the City of Santa Fe. Travis Dutton-Leyda agreed that his staff will manage manual data transfer requirements into Munis, as needed, since OpenGov procurement software will reduce other manual work. Travis also agreed to act as project manager for the city of Santa Fe to work with the OpenGov project manager.

If integrations into Munis are needed in the future for OpenGov procurement software, those integrations will be a considered a separate project which IT EPMO can support in 6-12 months.

Based on this criteria, I approve the purchase of OpenGov procurement software at this time.

Thank you,

Lorraine Nobes

*Enterprise Project Management Manager, Information Technology & Telecommunications*

Mouton Hall, Midtown

(505) 955-5513

[lenobes@santafenm.gov](mailto:lenobes@santafenm.gov)



---

**From:** DUSHDUROVA, ZARIFA X.

**Sent:** Friday, March 28, 2025 4:42 PM

**To:** DUSHDUROVA, ZARIFA X. <[zxdushdurova@santafenm.gov](mailto:zxdushdurova@santafenm.gov)>; David Bar-Or <[dbaror@opengov.com](mailto:dbaror@opengov.com)>; DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>; NOBES, LORRAINE E. <[lenobes@santafenm.gov](mailto:lenobes@santafenm.gov)>; GREGORY, DYLAN J. <[djgregory@santafenm.gov](mailto:djgregory@santafenm.gov)>

**Cc:** CANDELARIA, ERIC D. <[edcandelaria@santafenm.gov](mailto:edcandelaria@santafenm.gov)>; DOBBS, GALEN L. <[gldobbs@santafenm.gov](mailto:gldobbs@santafenm.gov)>; LUCERO, JOHN M. <[jmlucero@santafenm.gov](mailto:jmlucero@santafenm.gov)>; ITT E-Review <[ereview@santafenm.gov](mailto:ereview@santafenm.gov)>; GAJAVELLI, KRISHNA X. Contractor <[kxgajavelli@santafenm.gov](mailto:kxgajavelli@santafenm.gov)>; SALAZAR, NATHAN P. <[npsalazar@santafenm.gov](mailto:npsalazar@santafenm.gov)>; Andrew Kercado <[akercado@opengov.com](mailto:akercado@opengov.com)>

**Subject:** CoSF ITT-E-review follow up.

**When:** Monday, March 31, 2025 10:00 AM-11:00 AM.

**Where:** Microsoft Teams Meeting

Good afternoon,

This application was approved to move to next step for E-review. Setting up a first available meeting to discuss and go over our questionnaire. I have attached the information provided by David from OpenGov. I have also attached Travis's security related responses in this email as well.

Thank you!

**Zarifa Dushdurova**

*Enterprise Applications and Systems (EAS) Manager,*

*City of Santa Fe Information Technology & Telecommunications*

Mouton Hall, Midtown

Cell – 505.795.1175

[zxdushdurova@santafenm.gov](mailto:zxdushdurova@santafenm.gov)



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## Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 281 387 604 983

Passcode: q35fW3Z5

---

For organizers: [Meeting options](#)

---

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**From:** David Bar-Or <[dbaror@opengov.com](mailto:dbaror@opengov.com)>

**Sent:** Friday, March 21, 2025 2:41 PM

**To:** DUSHDUROVA, ZARIFA X. <[zxdushdurova@santafenm.gov](mailto:zxdushdurova@santafenm.gov)>

**Cc:** NOBES, LORRAINE E. <[lenobes@santafenm.gov](mailto:lenobes@santafenm.gov)>; DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>

**Subject:** Re: Follow up question

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Zarifa,

You're welcome. Below you will find the attached survey we completed for the City of Las Cruces. See the table that is specified for Vendor hosted solutions, not on-premise solutions. Please let me know if you have any questions that were unanswered.

Please find these other IT related links if helpful:

- [OpenGov Security and Reliability](#) (IT Resource)
- [OpenGov's SLA](#)

Our team is more than happy to bring technical experts on a call with you.

Best,

David

On Fri, Mar 21, 2025 at 9:15 AM DUSHDUROVA, ZARIFA X. <[zxdushdurova@santafenm.gov](mailto:zxdushdurova@santafenm.gov)> wrote:

Good morning David,

Thank you for your time doing the presentation for CoSF yesterday. As I researched some of my follow-up questions, I wanted to ask you to send us the E-review approval from another municipality that uses Munis ERP that you mentioned during the presentation. I am thinking it would help me to answer some of the questions I have about potential ERP module integration.



Thank you!

**Zarifa Dushdurova**

*Enterprise Applications and Systems (EAS) Manager,*

*City of Santa Fe Information Technology & Telecommunications*

Mouton Hall, Midtown

Cell – 505.795.1175

[zxdushdurova@santafenm.gov](mailto:zxdushdurova@santafenm.gov)



**From:** [LOVATO, JOANN D.](#)  
**To:** [DUTTON-LEYDA, TRAVIS K.](#)  
**Subject:** FW: New eProcurement/Sourcing Module  
**Date:** Tuesday, April 1, 2025 3:39:44 PM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image005.jpg](#)

---

*JoAnn D. Lovato Montaña*  
Procurement Manager  
505-469-6045



---

**From:** LOVATO, JOANN D.  
**Sent:** Monday, March 31, 2025 2:15 PM  
**To:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>  
**Subject:** RE: New eProcurement/Sourcing Module

Good afternoon,

This falls in line with General Services. Thank you.

*JoAnn D. Lovato Montaña*  
Procurement Manager  
505-469-6045



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**From:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>  
**Sent:** Monday, March 31, 2025 1:58 PM  
**To:** LOVATO, JOANN D. <[jdlovato@santafenm.gov](mailto:jdlovato@santafenm.gov)>  
**Subject:** New eProcurement/Sourcing Module

Hi,

Please provide a determination for a new eProcurement/Sourcing Module.

## **Statement of Work (SOW)**

### **1. Introduction & Background**

The **Purchasing Division** seeks to procure OpenGov eProcurement software via an existing OMNIA Partners cooperative contract (Contract No. 01-165) with Vertosoft, LLC. This software will replace the Tyler Munis BID Module, which has proven to be unreliable, difficult to use, and disruptive to daily operations. Vendors frequently require assistance submitting bids due to system complexity and errors, and internal users struggle to navigate

the platform efficiently. Despite extensive efforts from Purchasing and IT to work with Tyler on resolving these issues, meaningful improvements would take years.

OpenGov provides a modern, cloud-based procurement solution successfully implemented by government entities across the U.S. It features a robust vendor network, streamlined solicitation management, supplier engagement tools, bid evaluation capabilities, contract assembly, and e-signature functionality. OpenGov will also assist with implementation and vendor support at no additional cost to the City.

The purpose of this request is to obtain a **general service determination** to confirm that this engagement qualifies as a service contract under applicable procurement regulations.

## **2. Scope of Services**

The selected vendor shall provide the following services related to the implementation and support of OpenGov eProcurement software:

### **2.1 General Requirements**

- Implement OpenGov software for the City of Santa Fe.
- Configure system modules, including solicitation development, supplier engagement, bid evaluations, contract assembly, and e-signature functionality.
- Migrate relevant procurement data from the existing Tyler Munis BID Module, if applicable.
- Provide training and ongoing support for City staff.
- Assist vendors in onboarding and utilizing the new system at no cost to the City.

### **2.2 Specific Tasks**

- **Task 1:** Conduct implementation planning and system configuration.
- **Task 2:** Set up procurement workflows and integrate with existing financial systems.
- **Task 3:** Train City procurement staff and end users.
- **Task 4:** Provide vendor onboarding and ongoing user support.
- **Task 5:** Conduct system testing and launch OpenGov eProcurement.

## **3. Performance Standards & Deliverables**

The vendor shall:

- Complete all implementation tasks within the agreed-upon timeline.
- Provide training materials and user documentation.
- Ensure seamless vendor transition and engagement.
- Deliver a fully operational procurement system meeting City requirements.

## **4. Term of Service**

The anticipated period of performance is from **[Start Date]** to **[End Date]**, with potential extensions based on system implementation needs and ongoing support.

## **5. City Responsibilities**

The City will provide:

- Access to relevant procurement and financial systems.
- Timely feedback and approvals on deliverables.
- Support from IT and Purchasing personnel during implementation.

## **6. Additional Considerations**

- The vendor must comply with all applicable laws, regulations, and City procurement

policies.

- Security measures and data privacy protocols must be followed.

## 7. Determination Request

Based on this **Scope of Work**, we request confirmation on whether this procurement qualifies as a **general service contract** under applicable regulations.

Thank you.

Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)



[Book time to meet with me](#)

<https://santafenm.gov/finance-2/purchasing-1>

Vendor Registration and Current Procurement Opportunities:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>

Internal Link: [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1)

Chart, text



*"The future belongs to those who believe in the beauty of their dreams."* — Eleanor Roosevelt



## Services Offered to the City of Santa Fe (2024)

### Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

### Permissive:


The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>

**Signature:** 

**Email:** tkduttonleyda@santafenm.gov

**Signature:**   
Pat Lucero (Apr 4, 2025 11:46 MDT)

**Email:** palucero@santafenm.gov











# OpenGov Packet DG 4 4 25 full


Final Audit Report

2025-04-04

Created:	2025-04-04
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQXP7nFtfexRqkG3v62KWXFkm2yXHizvX

## "OpenGov Packet DG 4 4 25 full" History

-  Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)  
2025-04-04 - 3:19:24 PM GMT- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature  
2025-04-04 - 3:25:03 PM GMT
-  Document emailed to Pat Lucero (palucero@santafenm.gov) for signature  
2025-04-04 - 3:25:03 PM GMT
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and tkduttonleyda@santafenm.gov for signature.  
One of them to sign  
2025-04-04 - 3:25:03 PM GMT
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov  
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign  
2025-04-04 - 3:25:04 PM GMT
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2025-04-04 - 3:25:04 PM GMT
-  Email viewed by Pat Lucero (palucero@santafenm.gov)  
2025-04-04 - 3:25:53 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2025-04-04 - 3:28:22 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Email viewed by tkduttonleyda@santafenm.gov  
2025-04-04 - 3:29:56 PM GMT- IP address: 63.232.20.2
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2025-04-04 - 3:41:35 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-04-04 - 3:42:14 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-04-04 - 5:09:20 PM GMT- IP address: 104.47.65.254

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 Document e-signed by Pat Lucero (palucero@santafenm.gov)

Signature Date: 2025-04-04 - 5:46:15 PM GMT - Time Source: server- IP address: 174.240.17.132

 Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2025-04-04 - 6:02:00 PM GMT- IP address: 63.232.20.2

 Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)

Signature Date: 2025-04-04 - 6:03:04 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2025-04-04 - 6:03:04 PM GMT



**Signature:** XAVIER VIGIL

**Email:** xivigil@santafenm.gov