



The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (Council Chambers), or virtually by using the meeting access link below.

<https://sumnerwa-gov.zoom.us/j/82850755641>

Phone one-tap: +12532158782,,82850755641# US (Tacoma) +12532050468,,82850755641# US

Join via audio: +1 253 215 8782 US (Tacoma) Webinar ID: 828 5075 5641

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Bowman, Cole, Elfers, and Reinke

OATH OF OFFICE

Nicole Wilsey and Michael Hochstatter

PRESENTATION

Recognition of Elected and Appointed Officials

The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.

CONSENT AGENDA

1. Foster Garvey Contract Amendment - Litigation Defense Services
2. Municipal Court Judge Appointment
3. Approval of checks and electronic payments in the amount of [\\$13,613,888.27](#)
4. Approval of the regular council meeting minutes from the November 3, 2025 regular council meeting.
5. Resolution 1735 - Rejecting all Bids for WWTP Biosolids Modernization Project (CIP 21-17)

PUBLIC HEARING

REGULAR BUSINESS

1. **Unfinished Business**
 - a. Ordinance No. 2945 - 2025/2026 Mid Biennial Budget Amendment
2. **Public Comment (Limit 3 minutes)**

Members of the community who wish to give public comment are strongly encouraged to attend the meeting via the ZOOM link or by telephone. If you are unable to attend the meeting, please submit your public comment in writing via email to the City Clerk at Michellec@sumnerwa.gov no later than 4:00pm on the day of the meeting. Please contact the City Clerk at 253-299-5590 with any questions.

3. New Business

- a. Ordinance No. 2951 - Establishing the 2026 Compensation Schedule
- b. Procurement of OpenGov Asset Management Software
- c. Ordinance No. 2949 - Franchise Agreement with Forged Fiber 37, LLC (First Reading)

4. Reports

- a. Council
- b. City Administrator
- c. Mayor

5. Executive Session

6. Adjournment

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact the City Clerk at (253) 299-5590, 24 hours in advance.

SUBJECT: Foster Garvey Contract Amendment - Litigation Defense Services

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Foster Garvey Contract Second Amendment - Litigation Defense Services

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

In April, 2025, a community group named Save Ryan House, and a Ryan heir named Nancy Ryan Dressel initiated two separate causes of action against the City related to the demolition of the Ryan House structure: one administrative appeal challenging the SEPA MDNS and one lawsuit in Superior Court alleging several claims under the Land Use Petition Act and Quiet Title. These causes of action constitute the second round of litigation related to the Ryan House, and are separate from the 2024 LUPA petition filed by Dressel and a community group named Save Our Sumner Committee. For the 2025 litigation, the city of Sumner hired Foster Garvey to provide litigation defense services. Resolution of all the litigation took many months but ultimately resulted in the Hearing Examiner dismissing the SEPA appeal and the Superior Court Judge dismissing the LUPA petition and each of its claims. Following those dismissals, and the July 25, 2025 demolition of the Ryan House structure, on September 26, 2025 Save Ryan House and Nancy Ryan Dressel voluntarily dismissed all remaining claims without prejudice. This contract amendment, totaling an additional \$35,000, will cover the final outstanding invoices related to the litigation defense services provided through the month of September. This amendment will bring total costs to date for litigation defense to \$185,000. This amendment will conclude the litigation defense costs related to demolition of the Ryan House unless the City is required to respond to and defend additional future litigation initiated against the City.

COUNCIL COMMITTEE/STUDY SESSION: Finance and Personnel Committee
--

MEETING/STUDY SESSION DATE: 11/13/2025
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion approving an amendment to the Legal Services Contract between the City of Sumner and Foster Garvey for Ryan House litigation defense services and authorizing the Mayor to execute the same.

SECOND AMENDMENT TO LEGAL SERVICES CONTRACT

THIS AMENDMENT is made between the City of Sumner, a Washington municipal corporation (hereinafter the "City"), and Foster Garvey PC, organized under the laws of the State of Washington, located and doing business at 1111 Third Avenue, Suite 3000, Seattle, Washington 98101 (hereinafter "Foster Garvey").

WHEREAS the City entered into a "Professional Services Contract" on April 23, 2025, with Foster Garvey PC for legal defense of actual or threatened claims, appeals, issues or litigation related to City-owned Ryan House property; and

WHEREAS defense of litigation filed against the City by a citizen group resulted in more than expected legal time and expenses, so the Parties to the agreement wish to amend the Contract as set forth below; and

NOW, THEREFORE, the parties hereby amend said Contract as follows:

1. By revising Section III. (A) - COMPENSATION to add an additional \$35,000 to the total not-to-exceed amount.

All other terms and conditions of the April 23, 2025, Contract and any subsequent amendments remain the same. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this Amendment.

IN WITNESS, the Parties below execute this Contract Amendment, which shall become effective on the last date entered below.

Foster Garvey PC:	CITY OF SUMNER:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: Kathy Hayden
Its: _____	Its Mayor
	(Title)
DATE: _____	DATE: _____
	By: _____ (signature)
	Print Name: Jason Wilson
	Its City Administrator
	(Title)
	DATE: _____
	Approved as to Form:
	Attest: _____ Approved as to form: _____
	City Clerk City Attorney

		DATE: _____	DATE: _____
NOTICES TO BE SENT TO: Foster Garvey PC: 1111 Third Avenue, Suite 3000 Seattle, WA 98101 Bob.Sterbank@Foster.com		NOTICES TO BE SENT TO: CITY OF SUMNER: Andrea Marquez, City Attorney City of Sumner 1104 Maple Street Sumner, WA 98390 253.299.5612 (telephone) Andream@sumnerwa.gov	

SUBJECT: Municipal Court Judge Appointment

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Appointment Letter
-

STAFF CONTACT: Kathy Hayden, Mayor, Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:

As part of the revised interlocal agreement for court services, the cities of Sumner and Bonney Lake coordinated to hire a single judge to preside over both courts.

The City of Bonney Lake conducted a recruitment process and the top five candidates were interviewed by a panel consisting of representatives from both cities. The top candidate was then interviewed by Mayor Hayden and City Administrator Wilson. The Mayor has appointed Anneke Berry as Municipal Court Judge effective January 1, 2026, for a term ending December 31, 2029.

Municipal Court Judge appointments and removals are subject to RCW Chapter 3.50.

Judge Berry has been an attorney since 1997. Through private practice, she has provided prosecution and Judge Pro-Tem services to multiple municipal governments. Since 2022, she has been the presiding Judge for Buckley Municipal Court.

Attached is a copy of the appointment letter.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Confirm the Mayoral appointment of Anneke Berry as the Sumner Municipal Court Judge through December 31, 2029.



CITY OF
SUMNER
WASHINGTON

1104 MAPLE STREET, SUMNER WA 98390

November 05, 2025

Sent via e-mail

Wendy Anneke Berry
811 Main St
Buckley, WA 98321
waberry@hotmail.com

Re: Offer of Appointment – Municipal Court Judge

Anneke Berry,

On behalf of the City of Sumner, I am pleased to confirm your appointment as Municipal Court Judge for the City of Sumner. Your appointment is effective January 1, 2026 through December 31, 2029. This appointment is made pursuant to Chapter 3.50 of the Revised Code of Washington and the interlocal agreement between the City of Sumner and the City of Bonney Lake regarding the provision of municipal court services.

You will serve in this capacity on a part-time basis for the City of Sumner, presiding over cases within the jurisdiction of the Sumner Municipal Court and fulfilling all judicial duties as defined by state law and City ordinance. Your term of appointment will continue in accordance with the provisions set forth in the agreement between the two cities and until such time as it may be lawfully modified or terminated.

Please note that your wages, benefits, and all employment-related matters are administered and provided through your employment with the City of Bonney Lake, which serves as the employing jurisdiction for the shared court services. The City of Sumner does not provide separate compensation, benefits, or employment coverage for this role. The City of Bonney Lake will continue to be responsible for payroll, benefits administration, and other personnel obligations associated with your position.

The position of Municipal Court Judge is an appointive officer of the City and is subject to confirmation of the City Council. In this capacity, you will work in cooperation with the Mayor and City Administrator relative to the administrative operations of the court.

If this offer is acceptable, please electronically sign below. Should you have any questions, please do not hesitate to contact Mr. Wilson at 253-299-5501.

Signed by:

3420AB72F52C4FD...
Kathy Hayden
Mayor

11/5/2025 | 6:38 PM PST

Signed by:

6007C00DBF964A7...
Jason Wilson
City Administrator

11/5/2025 | 6:36 PM PST

I hereby accept the offer of employment with the City of Sumner, subject to the terms stated above and confirmation by the Sumner City Council.

Signed by:

79988DE77E3E4DB...
Name WSBA #27173

11/5/2025 | 5:46 PM PST

Date

SUBJECT: Approval of checks and electronic payments in the amount of
[\\$13,613,888.27](#)

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Signature Page

STAFF CONTACT:

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION:
MEETING/STUDY SESSION DATE:
COMMITTEE RECOMMENDATION: Do-Pass

STAFF RECOMMENDATIONS/MOTION:



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From: 37416	To: 37578	\$1,671,698.14
Use Tax (paid to WA State Department of Revenue)	9/10/2025	To: 10/2/2025	\$987.87
Voided Check(s)	37282	And: 37282	\$(1,606.67)
Voided EFT(s)	-	To: -	\$-
Voided Wire(s)	-	-	\$-
AP Electronic (EFTs) Payments:	From: 1073	To: 1088	\$9,125,851.79
AP Wire(s):	From: 15467	To: 15468	\$2,290.08
Payroll & Benefits Electronic Payments	From: 9/19/2025	To: 10/16/2025	\$1,674,057.15
Payroll & Benefits Checks	From: 10072	To: 10073	\$11,610.00
		TOTAL	\$12,484,888.36

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the service rendered, or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Sumner and I am authorized to execute and certify to said claim.

Kassandra Raymond
Chief Financial Officer

10/16/2025 | 3:14 PM PDT
Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of:

\$12,484,888.36

Signed by:

Patricia Cole
Chair

10/16/2025 | 5:33 PM PDT
Date

Barbara Bitetto
Committee Member

10/19/2025 | 9:42 AM PDT
Date

Carla Bowman
Committee Member

10/20/2025 | 3:54 PM PDT
Date



CLAIMS VOUCHER APPROVAL
City of Sumner
Finance Department

The following check/electronic payments are approved for payment:

Accounts Payable Check #:	From:	37579	To:	37691	\$611,798.28
Use Tax (paid to WA State Department of Revenue)		10/3/2025	To:	10/14/2025	\$1,117.12
Voided Check(s)		36296	And:	37579	\$(411.25)
Voided EFT(s)		-	To:	-	\$-
Voided Wire(s)		-		-	\$-
AP Electronic (EFTs) Payments:	From:	1089	To:	1097	\$299,237.58
AP Wire(s):	From:	15468	To:	15476	\$14,247.16
Payroll & Benefits Electronic Payments	From:	10/3/2025	To:	10/16/2025	\$703,699.46
Payroll & Benefits Checks	From:		To:		
				TOTAL	\$1,629,688.35

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the service rendered, or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Sumner and I am authorized to sign and certify to said claim.

Kassandra Raymond

Chief Financial Officer

10/16/2025 | 9:21 AM PDT

Date

We, the undersigned Finance and Personnel Committee of the City of Sumner City Council, do hereby certify that the check numbers and electronic payments listed above are approved for payment in the amount of:

\$1,629,688.35

Signed by:

Patricia Cole

Signed by: City of Sumner

Barbara Bitetto

Signed by: Finance and Personnel Committee Member

Carla Fox

Signed by: Finance and Personnel Committee Member

10/16/2025 | 5:30 PM PDT

Date

10/16/2025 | 9:34 AM PDT

Date

10/16/2025 | 9:33 AM PDT

Date



SUBJECT: Approval of the regular council meeting minutes from the November 3, 2025 regular council meeting.

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Minutes - November 3, 2025

STAFF CONTACT:

SUMMARY BACKGROUND:

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION: Do-Pass
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STAFF RECOMMENDATIONS/MOTION:



The city conducted this public meeting using a hybrid model, in-person and on the Zoom platform.

Staff present: Wilson, Marquez, Windish, Ruth, Moericke, Palmer, Raymond, McCurdy, Steffens, Kosa, Beagle, Shannon, Walker and Converse

THE REGULAR MEETING OF THE SUMNER CITY COUNCIL WAS CALLED TO ORDER BY MAYOR HAYDEN AT 6:00 PM.

CALL TO ORDER

Pledge of Allegiance

Invocation

Roll Call: Bitetto, Bowman, Clerget, Cole, Elfers, Kenna, Reinke

PROCLAMATION

Chief Moericke read a proclamation titled “2025 Law Enforcement Records Specialist Appreciation Week” and introduced members of the Police Records Department – Sherrie Duggan, Police Records Specialist I and Erin Schoolcraft, Records & Evidence Specialist.

CONSENT AGENDA

MOVED BY BOWMAN SECONDED BY KENNA TO APPROVE THE CONSENT AGENDA CONSISTING OF:

1. Approval of check/electronic payments in the amount of \$14,478,576.70
2. Resolution No. 1734 – Interlocal Agreement for the Housing of Inmates in the Puyallup City Jail.
3. Approval of the minutes from October 20, 2025, regular council meeting and special study session and October 27, 2025 study session.

PASSED BY VOICE VOTE.

PUBLIC HEARING

1. 2025 Annual Comprehensive Plan -

a. Ordinance No. 2943 – 30th Street Map Amendment (MA-03)

Mayor Hayden opened the Public Hearing at 6:08pm and called on Chrissanda Walker, Associate Planner to address the item.

Spoke against the amendment:

Chet Bates, Sumner, WA., Impacting property taxes.

Linda Ridley, Sumner, WA., Impact on neighborhood.

Nancy Jennedy, Sumner, WA., Impact on neighborhood

Scott Akre, Sumner, WA., Impact on neighborhood

Wendy Thomas, Sumner, WA., Impact on neighborhood

Guy Thomas, Sumner, WA., Impact on neighborhood

Randall Adams, Sumner, WA., Impact on neighborhood

Nick Biermann, Sumner, WA., Impact on neighborhood

Dan Woods, Sumner, WA., Impact on neighborhood
Tara Jordan, Sumner, WA., Impact on neighborhood

Spoke for the amendment:

Josh Kumar, Sumner, WA., Owner of the property and applicant.

Councilmember Reinke addressed the audience and thanked them for their comments.

With no other comments from the Council, Mayor Hayden closed the Hearing at 6:47pm.

b. Ordinance No. 2942 – Southeast Urban Growth Area Map Amendment (MA-02)

Mayor Hayden opened the Public Hearing at 6:47pm and called on Brayden Shannon, Assistant Planner to address the item.

Spoke in favor :

Graham Satterwhite, Director of Development, Tarragon, LLC

Spoke against the map amendment:

Randall Adams, Sumner

With no other comments from the public or the Council, Mayor Hayden closed the Hearing at 6:58pm.

c. Ordinance No. 2944 – Capital Facilities Plan Amendment – Sumner Bonney Lake Capital Facilities Plan Update (TA-04)

Mayor Hayden opened the Public Hearing at 6:58pm and called on Chrissanda Walker, Associate Planner to address the item.

There were no comments from the public or the Council. Mayor Hayden closed the Hearing at 7:01pm.

d. Ordinance No. 2939 – Town Center Plan Update – Comprehensive Plan Amendments (MA-01)

Mayor Hayden opened the Public Hearing at 7:01pm and called on Chrissanda Walker, Associate Planner to address the item.

Spoke against the item:

Justin Jones spoke against form based code development standards.

Mary Dearing, Sumner spoke about difficulty of in-fill uses.

Raymond Cassingham, Sumner. Doesn't want to be like Redmond.

With no additional comments from the public or Council, Mayor Hayden closed the Public Hearing at 7:23pm.

2. Resolution No. 1732 – 2026 Ad Valorem Property Tax

Mayor Hayden opened the Public Hearing at 7:23pm and called on Chief Financial Officer Kassandra Raymond to review the item.

With no comments from the Council or the public, Mayor Hayden closed the hearing at 7:29pm.

REGULAR BUSINESS

1. Unfinished Business

None tonight.

2. Public Comment

Pam Johnson, Sumner. Ms. Johnson shared her opinions about the City's support for downtown businesses and her opinion on the Cannery tree lighting event.

Randall Adams, Sumner. Spoke about miscellaneous topics, including debt and utility bills.

3. New Business

a. Ordinance No. 2946 – Delegating Authority for Long Term Debt.

MOVED BY COLE, SECONDED BY BITETTO TO APPROVE ORDINANCE NO. 2946 – DELEGATING FOR LONG TERM DEBT.

Chief Financial Officer Kassandra Raymond spoke to the item.

Randall Adams, asked for specifics on costs and if the public can buy into the bonds.

Dave Trageser representative of the bond council, addressed Mr. Adams questions regarding buying into the bonds.

Councilmember Elfers asked for specifics on final costs.

PASSED BY VOICE VOTE.

b. Ordinance No. 2938 – Donation, Naming Rights & Sponsorship

MOVED BY BITETTO, SECONDED BY REINKE TO APPROVE ORDINANCE NO. 2938 – DONATION, NAMING RIGHTS & SPONSORSHIPS.

Deputy City Attorney Doug Ruth spoke to the item.

During this time, the virtual feed was lost. Mayor Hayden temporarily recessed the meeting to address the virtual streaming issue.

At 7:57pm, the technical issue was fixed and discussion continued with Council asking several questions of Mr. Ruth.

ELFERS MOTIONED TO POSTPONE THE ITEM UNTIL THE NEXT REGULAR MEETING. SECONDED BY BOWMAN. POINT OF ORDER WAS CALLED BY KENNA FOR CLARIFICATION AS TO WHAT COUNCILMEMBERS ELFERS ISSUES WERE BEFORE THE COUNCIL VOTE TO POSTPONE. CITY ATTORNEY MARQUEZ INTERJECTED TO CLARIFY WHETHER COUNCILMEMBER ELFER'S MOTION WAS TO POSTPONE "TO A DATE CERTAIN (and the date)", ELFERS THEN AMENDED HIS MOTION TO POSTPONE THE ITEM UNTIL THE NEXT REGULAR COUNCIL MEETING OF

NOVEMBER 17TH, 2025. SECONDED BY BOWMAN.

City Administrator Jason Wilson suggested bringing this item back to a study session, in January in order for a proper period to review.

Discussion ensued.

COUNCILMEMBER ELFERS AMENDED HIS MOTION A SECOND TIME TO POSTPONE THIS ITEM TO A DATE CERTAIN, JANUARY 12, 2026.

COUNCILMEMBER KENNA SECONDED.

Discussion ensued.

PASSED BY ROLL CALL VOTE.

3. Reports

a. Council

Councilmember Clerget thanked those who commented at tonight's meeting.

Councilmember Kenna thanked those who commented especially those who spoke about the 30th street map amendment. He corrected a statement he had heard from the public regarding the Planning Commission and process. He thanked the records specialist and mentioned the effort put forth by the records department to keep up with new technology. He ended his comments by wishing everyone a Happy Veterans Day and sharing a story about his grandfather's military service.

Deputy Mayor Bowman also wished those who served a Happy Veterans Day. She encouraged the public to attend council meetings more frequently and not to wait until it's a hot topic. She mentioned staff and how they do a great job with the zinger questions that are tossed out by Council. She ended her comments by noting she and the other Councilmembers are there to represent the public who elected them.

Councilmember Reinke and his grandchildren enjoyed the Street of Treats. He ended his comments by thanking those who came out tonight and spoke.

Councilmember Cole, thanked the City staff and their effort from the packet to the items, noting the transparency of their efforts. No matter how much staff gets beat up on Monday nights, they continue with a smile. She appreciates it!

Councilmember Bitetto – thanked the Law enforcement records specialists. She took a tour of the port and is excited about the new marine skills center and the opportunities at the port. She ended her comments by reminding those to vote on November 4, 2025.

b. City Administrator

City Administrator Jason Wilson shared the following:

Upcoming Policy Issues:

- November 10, 2025 – Study Session Cancelled
- November 17, 2025 – Regular Council Meeting
 - Biosolids Modernization Project Construction Contract Award
 - Biosolids Equipment Modernization - Construction Management Contract Award
 - Biosolids Equipment Modernization - Design Consultant Contract Amendment
 - Operations Facility - Avidex Contract
 - VFD Replacement – Goods & Services Contract
 - Stewart Road ITS - Consultant Contract Award
 - White River Restoration - CM Consultant Amendment
 - Tacoma Ave Overlay - Design Consultant Agreement Supplement
 - Resolution No. XXXX - 2026 Ad Valorem Property Tax Rate
 - Ordinance No. XXXX – Utility Rates
 - Legislative Agenda

- November 17, 2025 – Special Study Session
- 2025-26 Mid-Biennial Budget Amendments
 - 2025 Comprehensive Plan Amendments

Miscellaneous:

- Over the past month our community partners have been impacted by the Federal Government shutdown. The Sumner Community Food Bank has seen a significant increase in requests for assistance, and they anticipate increased demands for the foreseeable future due to SNAP and WIC benefits not being funded. According to the 2023 census, 11.6% of our residents receive SNAP benefits. In response to this, the Mayor has provided an additional \$10,000 in funds to the food bank, and an additional \$1,000 to the Sumner Family Center to address the short term needs of the shutdown.
- In addition, the City will be hosting a baby formula drive to benefit the Food Bank and Family Center. Donations can be dropped off in the City Hall Lobby.

c. **Mayor**

Mayor Hayden stressed the importance of picking up leaves from your yard and not blowing them or raking them into the street.

4. Executive Session

There was none tonight.

5. Adjournment

With no additional business before the council, Mayor Hayden adjourned the meeting at 8:22PM. Councilmembers concurred.

ATTEST:

Michelle Converse, City Clerk

Kathy Hayden, Mayor

SUBJECT: Resolution 1735 - Rejecting all Bids for WWTP Biosolids Modernization Project (CIP 21-17)

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution 1735 - Rejecting all bids Biosolids Modernization

STAFF CONTACT: Courtney Littrell, Assistant Engineering Manager

SUMMARY BACKGROUND:

On November 20, 2025 the City opened eight sealed bids for the Biosolids Modernization Project. The engineer's estimate for the project \$20,083,000.00 and the apparent low bid (before evaluating for responsiveness and responsibility) came in at \$24,274,366 - more than four million dollars over the project budget. The next lowest bid exceeded the low bid by an additional \$450,000. As a reminder, these bids don't just impact the City of Sumner because financial responsibility for all capital improvements at the Wastewater Treatment Plant are shared by the Cities of Bonney Lake (54%) and Sumner (46%). In light of the circumstances and given the fact that the two lowest bids exceed the project budget by more than 20%, it is not in the public interest to proceed in awarding the contract as currently advertised and the City of Sumner intends to reevaluate the project budget, project specifications, scope and other bid requirements in an effort to refine the project and re-advertise in the future. Both the Invitation to Bidders and RCW 35.23.352 authorize the City Council to reject any or all bids by resolution and re-bid projects.

COUNCIL COMMITTEE/STUDY SESSION: Special Public Works Committee MEETING/STUDY SESSION DATE: 12/1/2025 COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

Motion to Approve Resolution 1735 rejecting all bids received for CIP 21-17 Wastewater Treatment Plant Biosolids Modernization Project and authorizing the Public Works Department to refine the project and re-bid.

RESOLUTION NO. 1735

CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, REJECTING ALL BIDS FOR CIP 21-17: WASTEWATER TREATMENT PLANT BIOSOLIDS MODERNIZATION PROJECT.

WHEREAS, the City of Sumner solicited sealed public bids for this capital improvement public works project, identified as CIP 21-17: Wastewater Treatment Plant Biosolids Modernization Project; and

WHEREAS, on November 20, 2025, the City opened eight (8) bids ranging from \$24,274,366.25 and \$31,761,250.26; and

WHEREAS, the engineer's estimate for the project was \$20,083,000.00; and

WHEREAS, before undertaking the required responsive and responsibility evaluation, the apparent low bidder is Rotschy and the second low bidder is Prospect Construction; and

WHEREAS, the apparent low bid exceeded the engineer's estimate by more than four million dollars, and the second low bid by nearly 4.5 million dollars, respectively; and

WHEREAS, financial responsibility for all capital improvements at the Wastewater Treatment Plant are shared by the Cities of Bonney Lake (54%) and Sumner (46%); and

WHEREAS, in light of the circumstances and given the fact that the two lowest bids exceed the project budget by more than 20%, it is not in the public interest to proceed in awarding the contract as currently advertised; and

WHEREAS, the City of Sumner intends to reevaluate the project budget, project specifications, scope and other bid requirements in an effort to refine the project and re-advertise in the future; and

WHEREAS, the Invitation to Bidders and RCW 35.23.352 authorize the City Council to reject any or all bids.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON:

Section 1. Pursuant to its authority under RCW 35.23.352, the City Council hereby rejects all bids received for Bid Number CIP 21-17: Wastewater Treatment Plant Biosolids Modernization Project and authorizes the Public Works Department staff to make any necessary and/or appropriate revisions to the project scope, project budget, or contract documents before rebidding the project.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

Section 4. Effective Date. This resolution shall take effect and be in force immediately upon passage by City Council.

ADOPTED AND APPROVED this 1st day of December, 2025.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

SUBJECT: Ordinance No. 2945 - 2025/2026 Mid Biennial Budget Amendment

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: Per Exhibit

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2945 - 2025/2026 Mid Biennial Budget Amendment
2. 2025/26 MBBA Presentation

STAFF CONTACT: Kassandra Raymond, Chief Financial Officer

SUMMARY BACKGROUND:

City Council adopted the 2025/2026 Biennial Budget by Ordinance #2905 on December 9, 2025. Per RCW 35A.34.130, cities adopting a biennial budget are required to provide by ordinance a mid-biennial review no later than the conclusion of the first year of the fiscal biennium. This review provides staff with the opportunity to review revenue and expenditure trends, capital programs, and make programmatic adjustments as necessary.

The Mid-Biennial Budget Amendment was reviewed by the Finance & Personnel Committee at a line item level for review and discussion, prior to the City Council Study Session of November 17, 2025. A public hearing was held November 24, 2025.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee November 13, 2025

City Council Study Session November 17, 2025

City Council Public Hearing November 24, 2025

MEETING/STUDY SESSION DATE: 11/17/2025

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No. 2945 amending the 2025/2026 Biennial Budget.

**ORDINANCE NO. 2945
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING THE 2025/2026 BIENNIAL BUDGET AS ORIGINALLY ADOPTED IN ORDINANCE NO. 2905, APPROVED DECEMBER 9, 2024, AND PREVIOUSLY AMENDED IN ORDINANCE 2920, APPROVED FEBRUARY 18, 2025, ORDINANCE 2921, APPROVED MARCH 3, 2025, AND ORDINANCE 2929, APPROVED JULY 21, 2025.

WHEREAS, The Sumner City Council approved Ordinance No. 2905 which adopted a biennial budget for fiscal years 2025-2026; and

WHEREAS, The Sumner City Council approved Ordinance No. 2920 which amended the 2023-2024 biennial budget for fiscal years 2025-2026; and

WHEREAS, The Sumner City Council approved Ordinance No. 2921 which amended the 2023-2024 biennial budget for fiscal years 2025-2026; and

WHEREAS, The Sumner City Council approved Ordinance No. 2929 which amended the 2023-2024 biennial budget for fiscal years 2025-2026; and

WHEREAS, RCW 35A.34 provides procedures for adopting, managing, and amending a biennial budget; and

WHEREAS, the Sumner City Council has properly given notice of the public hearing held November 24, 2025, to consider the City of Sumner's mid-biennial budget amendment, pursuant to RCW 35A.34.140; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Amendment. The biennial budget for the City of Sumner for the period January 1, 2025 through December 31, 2026 as contained in the adopted 2025-2026 Biennial Budget for total revenue/sources and expenditures/uses as approved by the City Council, is hereby amended by Total Revenue and Expenditures for each fund as shown on the attached Exhibit A.

Section 2. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity off the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 3. Effective Date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection number; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 5. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this 1st day of December, 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

Andrea Marquez, City Attorney

<i>Date Adopted:</i>	<i>XXX XX, 2025</i>
<i>Date of Publication:</i>	<i>XX XX, 2025 Online / XX ZZ, 2025</i>
<i>Effective Date:</i>	<i>XX, XX, 2025</i>

Funds	Beginning Fund Balance		Revenues		Expenditures			Ending Fund Balance
	<i>Adopted</i>	<i>Adopted</i>	<i>Previous</i>	<i>12/01/25</i>	<i>Adopted</i>	<i>Previous</i>	<i>12/01/25</i>	<i>Revised</i>
001 General	15,063,770	\$ 45,331,653	\$ 6,990	\$ 226,971	\$ 46,636,320	\$ 197,370	\$ 1,236,718	\$ 12,558,976
002 General Fund Reserves	980,824	-	-	-	-	-	-	980,824
003 Building Reserves	345,756	200,000	-	-	340,000	-	-	205,756
004 Capital Fund Reserves	46,792,851	600,000	-	-	-	27,414,048	-	19,978,803
103 Complete Streets	-	-	1,195,389	-	-	1,195,389	-	-
105 Drug Enforcement	67,062	-	-	-	5,000	-	1,700	60,362
106 Hotel/Motel	337,632	320,000	-	-	11,000	75,000	275,000	296,632
115 ARPA Funding	258,293	-	-	-	50,000	-	6,000	202,293
120 Transportation Benefit District	-	-	-	850,000	-	-	400,000	450,000
200 Debt Service	2,050,121	1,576,840	4,300,330	-	1,618,400	4,438,232	-	1,870,659
221 LID Guarantee	691,569	-	-	-	-	-	-	691,569
302 Sidewalk	779,515	1,383,682	11,895	-	1,843,682	62,445	-	268,965
305 Real Estate Excise Tax	1,933,007	1,600,000	-	560,000	-	-	-	4,093,007
310 Parks & Trails Capital Fund	1,772,306	7,458,910	(116,194)	390,000	7,949,410	(116,194)	390,000	1,281,806
320 Street Capital Fund	10,609,786	24,308,166	309,428	102,250	25,808,846	309,428	102,250	9,109,106
325 Facilities Capital Fund	589,173	1,353,000	51,030,726	290,000	1,020,000	51,030,726	290,000	922,173
401 Water	19,482,216	12,782,361	-	-	26,281,363	3,843,605	(1,665,757)	3,805,366
402 Wastewater	16,680,743	37,096,804	135,810	-	45,031,513	340,758	(661,107)	9,202,193
403 Utility Bond Reserves	1,731,342	-	-	-	-	-	-	1,731,342
408 Stormwater	27,371,780	39,997,724	250,000	-	56,185,434	628,550	(434,241)	11,239,761
410 Cemetery Operations	72,310	1,603,200	-	200,425	1,664,149	-	207,516	4,270
415 Cemetery Development	693,091	-	202,350	-	490,000	202,350	-	203,091
440 Animal Control	12,783	2,492,544	-	73,922	2,401,161	-	51,754	126,334
501 Unemployment Insurance	7,326	-	-	-	-	-	-	7,326
550 Fleet Management	71,035	1,624,162	-	142,336	1,669,886	-	142,336	25,311
551 Information Technology	504,808	3,827,680	37,000	166,350	4,141,430	157,000	178,347	59,061
555 Equipment Reserve	1,106,983	1,902,440	210,000	50,000	615,000	543,610	170,000	1,940,813
601 Cemetery Endowment	1,590,876	37,000	-	-	-	-	-	1,627,876
605 Development Impact Fees	6,522,175	500,000	-	-	440,302	244,359	88,000	6,249,514
611 Firemen's Pension	32,855	173,000	-	-	180,000	-	20,000	5,855
Total All Funds	\$ 158,151,988	\$ 186,169,166	\$ 57,573,724	\$ 3,052,254	\$ 224,382,896	\$ 90,566,675	\$ 798,518	\$ 89,199,044

2025/2026 Biennial Budget Mid-Biennial Budget Amendment

CITY COUNCIL REGULAR MEETING
DECEMBER 1, 2025



BIENNIAL BUDGET



1104 Maple Street
Sumner, WA 98390
www.sumnerwa.gov



2025/2026 Biennial
Budget adopted
December 9, 2024

Why this Amendment?

- RCW 35A.34.130 requires municipalities budgeting biennially adopt a mid-biennial review.
- Regular budget amendments provide Council a timely and transparent view of the budget needs
- Opportunity to review changes, revisit/revise forecasts, and adjust for programmatic changes
- Reviewed in detail by Finance & Personnel Committee
- Integral part of the City's overall financial management process

Amendment Process



4th Quarter –
Departmental Budget
Review



November 13, 2025
Finance & Personnel
Committee



November 17, 2025
City Council Study
Session



November 24, 2025
Public Hearing



December 1, 2025
Ordinance

Amendment at a Glance

	Revenues	Transfer In	Interfund Revenue	Expenditures	Transfer Out	Interfund Expenditure
General Fund	\$191,971	\$35,000	\$0	\$552,882	\$490,000	\$193,836
Special Revenue Funds	\$850,000	\$0	\$0	\$407,700	\$275,000	\$0
Capital Funds	\$560,000	\$782,250	\$0	\$747,250	\$35,000	\$0
Utility Funds	\$0	\$0	\$0	(\$2,952,354)	\$14,250	\$162,750
Other Enterprise Funds	\$189,347	\$85,000	\$0	\$257,170	\$0	\$2,100
Internal Service Funds	\$364,986	\$0	\$358,686	\$490,683	\$0	\$0
Fiduciary Funds	\$0	\$0	\$0	\$20,000	\$88,000	\$0
Total	\$1,791,318	\$902,250	\$358,686	(476,668)	\$902,250	\$358,686
Total Revenues	\$3,052,254					
Total Expenditures	\$784,268					

Questions?

SUBJECT: Ordinance No. 2951 - Establishing the 2026 Compensation Schedule

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance No. 2951 - Establishing the 2026 Compensation Schedule

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:

This Ordinance will establish the 2026 compensation rates for all city employees. Included are previously approved contractual increases for the City's unionized employees who are represented by one of four different labor unions: Teamsters Local No. 313, International Union of Operating Engineers Local No. 302, Sumner Police Guild representing Commissioned Officers and Sumner Police Guild representing Special Commissioned and Non-Commissioned employees.

The City follows 5 key objectives when establishing compensation for our employees:

Competitiveness: Reflect pay rates for comparable jobs within the relevant labor market.

Internal Equity: Jobs with similar qualifications, complexity of duties and impact are assigned to similar salary bands.

Consistency: Positions are compared based on similar job responsibilities, education and training requirements, knowledge, skills, and abilities.

Transparency: We seek to make compensation decisions in a transparent and consistent manner, which is well-understood by all employees.

Compression: Ensure that there is an adequate salary separation between non-represented supervisors and their union-represented subordinates.

All proposed compensation changes fall within previously approved budget allocations.

COUNCIL COMMITTEE/STUDY SESSION: Finance Committee MEETING/STUDY SESSION DATE: 11/13/2025 COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion to adopt Ordinance No. 2951, establishing the 2026 Compensation Schedule.

**ORDINANCE NO. 2951
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, ADOPTING THE 2026 COMPENSATION SCHEDULE FOR NON-REPRESENTED EMPLOYEES, EMPLOYEES REPRESENTED BY THE TEAMSTERS LOCAL NO. 313, EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 302, THE POLICE GUILD COMMISSIONED OFFICERS AND THE POLICE GUILD REPRESENTING SPECIAL COMMISSIONED AND NON-COMMISSIONED POLICE EMPLOYEES.

WHEREAS, the City is required to adopt an annual Compensation Schedule; and

WHEREAS, the City has adopted a Compensation Philosophy to attract and retain top talent within budgetary constraints; and

WHEREAS, the City has established a 2026 Compensation Schedule for the non-represented employees; and

WHEREAS, the compensation schedule for represented employees will be in accordance with previously approved Collective Bargaining Agreements with the International Union of Operating Engineers Local No. 302, Teamsters Local No. 313, Police Guild Commissioned Officers and the Police Guild representing special commissioned and non-commissioned police employees; and

WHEREAS, the dollar amounts in Exhibit A for employees includes Cost of Living Adjustments (COLAs) and market adjustments (varied by position) for 2026.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Adoption. The City of Sumner 2026 Compensation Schedule for non-represented employees and represented employees represented by the International Union of Operating Engineers Local No. 302, Teamsters Local No. 313 and the Police Guild Commissioned Officers and the Police Guild representing special commissioned and non-commissioned police employees attached hereto as Exhibit A, covering the period from January 1, 2026 through December 31, 2026, is hereby adopted.

Section 2. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance or the validity of its application to other person's circumstances.

Section 3. Effective date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 5. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 1st day of December 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

First Reading:
Date Adopted:
Date of Publication:
Effective Date:

Ordinance 2951
Non-Represented

Temporary and Seasonal Pay Grades - Hourly								
Classification	Typical Position Titles	Grade	Basis	Step 1	Step 2	Step 3	Step 4	Step 5
Temporary	Temporary Laborer	TMP1	Hourly	\$ 20.00	\$ 22.00	\$ 24.00	\$ 26.00	\$ 28.00
	Temporary Administrative	TMP2	Hourly	\$ 25.00	\$ 30.00	\$ 35.00	\$ 40.00	\$ 45.00
	Temporary Professional	TMP3	Hourly	\$ 55.00	\$ 60.00	\$ 65.00	\$ 70.00	\$ 75.00
Non-Exempt Pay Grades - Hourly / Period								
Classification	Typical Position Titles	Grade	Basis	Step 1	Step 2	Step 3	Step 4	Step 5
Labor	Custodial Technician, Senior Center Administrative Assistant	21	Hourly	\$ 26.48	\$ 28.00	\$ 29.61	\$ 31.31	\$ 33.10
			Per Period	\$ 2,118.40	\$ 2,240.00	\$ 2,368.80	\$ 2,504.80	\$ 2,648.00
Technical	Technician, Administrative Assistant, Specialist, Assistant Planner, Senior Center Coordinator	31	Hourly	\$ 32.83	\$ 34.70	\$ 36.69	\$ 38.78	\$ 41.01
			Per Period	\$ 2,626.40	\$ 2,776.00	\$ 2,935.20	\$ 3,102.40	\$ 3,280.80
		32	Hourly	\$ 33.97	\$ 35.92	\$ 37.99	\$ 40.15	\$ 42.46
			Per Period	\$ 2,717.60	\$ 2,873.60	\$ 3,039.20	\$ 3,212.00	\$ 3,396.80
		33	Hourly	\$ 35.69	\$ 37.75	\$ 39.91	\$ 42.19	\$ 44.61
			Per Period	\$ 2,855.20	\$ 3,020.00	\$ 3,192.80	\$ 3,375.20	\$ 3,568.80
Professional	Administrator, Analyst, Assistant Engineer, Associate Planner, Building/Plans Inspector, Coordinator, GIS/CAD Specialist, IT Technician, Professional Standards Officer	41	Hourly	\$ 39.15	\$ 41.40	\$ 43.76	\$ 46.28	\$ 48.93
			Per Period	\$ 3,132.00	\$ 3,312.00	\$ 3,500.80	\$ 3,702.40	\$ 3,914.40
		42	Hourly	\$ 40.29	\$ 42.61	\$ 45.05	\$ 47.64	\$ 50.37
			Per Period	\$ 3,223.20	\$ 3,408.80	\$ 3,604.00	\$ 3,811.20	\$ 4,029.60
		43	Hourly	\$ 43.75	\$ 46.27	\$ 48.91	\$ 51.72	\$ 54.68
			Per Period	\$ 3,500.00	\$ 3,701.60	\$ 3,912.80	\$ 4,137.60	\$ 4,374.40
		44	Hourly	\$ 46.06	\$ 48.70	\$ 51.49	\$ 54.45	\$ 57.57
			Per Period	\$ 3,684.80	\$ 3,896.00	\$ 4,119.20	\$ 4,356.00	\$ 4,605.60
Exempt Pay Grades - Bi-Weekly (26 pay periods)								
Classification	Typical Position Titles	Grade	Basis	Step 1	Step 2	Step 3	Step 4	Step 5
Operations Managers	Building Official, Communications Director, Senior Planner, Superintendent, Operational Manager, Associate Engineer, Assistant Attorney, Project Manager, Project Lead, Lieutenant	61	Per Period	\$ 3,869.38	\$ 4,090.77	\$ 4,325.19	\$ 4,573.19	\$ 4,835.31
		62	Per Period	\$ 3,961.31	\$ 4,188.42	\$ 4,428.08	\$ 4,681.81	\$ 4,950.19
		63	Per Period	\$ 4,238.00	\$ 4,480.77	\$ 4,737.12	\$ 5,008.65	\$ 5,295.81
		64	Per Period	\$ 4,606.12	\$ 4,869.81	\$ 5,148.58	\$ 5,444.12	\$ 5,755.81
		65	Per Period	\$ 4,766.92	\$ 5,040.50	\$ 5,329.23	\$ 5,634.65	\$ 5,957.31
		66	Per Period	\$ 5,100.60	\$ 5,393.34	\$ 5,702.28	\$ 6,029.08	\$ 6,374.32
		67	Per Period	\$ 5,506.10	\$ 5,822.11	\$ 6,155.61	\$ 6,508.39	\$ 6,881.08
Deputy Director	Chief Financial Officer, Deputy City Attorney, City Engineer, PW Deputy Director	72	Per Period	\$ 5,941.69	\$ 6,282.08	\$ 6,641.85	\$ 7,022.42	\$ 7,425.00
		73	Per Period	\$ 6,298.65	\$ 6,659.58	\$ 7,041.15	\$ 7,444.62	\$ 7,871.19
Department Director	Department Director, Deputy Police Chief	81	Per Period					\$ 8,576.27
	Police Chief, City Attorney	82	Per Period					\$ 9,091.19
Executive	Deputy City Administrator	91	Per Period					\$ 9,545.23
	City Administrator	92	Per Period					\$ 10,022.31

CPI-U 2.7%
Teamsters 3.7%
Police Guild Commissioned 3%

Non-Rep 3%
Operating Engineers 2.7%
Police Guild Non-Commissioned 3%

Ordinance 2951
Represented

Non-Exempt Represented Pay Grades - Hourly / Period									
Classification	Typical Position Titles	Grade	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Union-IUOE	Operator In Training	WW0	Hourly	\$ 32.96	\$ 34.86	\$ 36.73			
			Per Period	\$ 2,636.51	\$ 2,788.51	\$ 2,938.04			
	Operator 1 - Group 1	WW1	Hourly	\$ 39.46	\$ 41.71	\$ 44.11		\$ 46.64	
			Per Period	\$ 3,156.58	\$ 3,336.52	\$ 3,528.78		\$ 3,730.89	
	Operator 2, Lab Technician - Group 2	WW2	Hourly	\$ 41.86	\$ 44.25	\$ 46.79		\$ 49.47	
			Per Period	\$ 3,348.84	\$ 3,540.27	\$ 3,743.21		\$ 3,957.65	
	Operator 3, Lab Analyst - Group 3	WW3	Hourly	\$ 45.59	\$ 48.21	\$ 50.97		\$ 53.89	
			Per Period	\$ 3,647.08	\$ 3,856.59	\$ 4,077.60		\$ 4,310.94	
	Operator 4, Lab Process Analyst - Group 4	WW4	Hourly	\$ 49.60	\$ 52.44	\$ 55.45		\$ 58.63	
			Per Period	\$ 3,968.33	\$ 4,195.09	\$ 4,435.82		\$ 4,690.51	
	Chief Operator	WW5	Hourly	\$ 53.29	\$ 56.33	\$ 59.57		\$ 62.99	
			Per Period	\$ 4,263.28	\$ 4,506.48	\$ 4,765.28		\$ 5,038.87	
	Industrial Electrician	EL1	Hourly	\$ 49.60	\$ 52.44	\$ 55.45		\$ 58.63	
			Per Period	\$ 3,968.33	\$ 4,195.09	\$ 4,435.82		\$ 4,690.51	
	Senior Industrial Electrician	EL2	Hourly	\$ 51.08	\$ 54.01	\$ 57.11		\$ 60.39	
			Per Period	\$ 4,086.64	\$ 4,320.79	\$ 4,568.92		\$ 4,831.01	
Union-Police Commissioned	Police Officer	PC1	Hourly	\$ 45.61	\$ 47.88	\$ 50.29	\$ 52.84	\$ 55.49	\$ 58.36
			Per Period	\$ 3,648.67	\$ 3,830.78	\$ 4,023.59	\$ 4,227.12	\$ 4,438.89	\$ 4,668.78
	Police Officer Detective	PC2	Hourly						\$ 61.29
			Per Period						\$ 4,902.80
	Police Officer Sergeant	PC3	Hourly						\$ 69.44
			Per Period						\$ 5,555.41
Union-Police Support	Animal Care Technician	PS0	Hourly	\$ 17.16	\$ 19.28	\$ 21.42	\$ 23.57	\$ 25.71	
			Per Period	\$ 1,372.78	\$ 1,542.53	\$ 1,713.92	\$ 1,885.31	\$ 2,056.70	
	Animal Control Shelter Assistant	PS1	Hourly	\$ 25.89	\$ 27.38	\$ 28.94	\$ 30.61	\$ 32.37	
			Per Period	\$ 2,071.54	\$ 2,190.19	\$ 2,315.44	\$ 2,448.93	\$ 2,589.83	
	Police Records Specialist 1, Animal Shelter Coordinator	PS2	Hourly	\$ 31.03	\$ 32.75	\$ 34.59	\$ 36.52	\$ 38.59	
			Per Period	\$ 2,482.71	\$ 2,620.32	\$ 2,766.99	\$ 2,921.90	\$ 3,087.53	
	Police Records Coordinator	PS3	Hourly	\$ 36.85	\$ 38.26	\$ 39.73	\$ 41.26	\$ 42.85	
			Per Period	\$ 2,948.27	\$ 3,061.16	\$ 3,178.17	\$ 3,300.94	\$ 3,427.84	
	Community Service Officer	PS4	Hourly	\$ 36.46	\$ 38.34	\$ 40.28	\$ 42.37	\$ 44.63	
			Per Period	\$ 2,916.96	\$ 3,066.93	\$ 3,222.66	\$ 3,389.94	\$ 3,570.39	
Union-Teamsters	Animal Control Officer	PS5	Hourly	\$ 35.17	\$ 36.98	\$ 38.88	\$ 40.89	\$ 43.03	
			Per Period	\$ 2,813.96	\$ 2,958.16	\$ 3,110.60	\$ 3,271.28	\$ 3,442.67	
	Animal Control Supervisor	PS6	Hourly					\$ 50.36	
			Per Period					\$ 4,028.54	
	PW Operator 1, Groundskeeper 1, Mechanic 1	TM1	Hourly	\$ 35.14		\$ 36.42		\$ 37.51	
			Per Period	\$ 2,811.51		\$ 2,913.55		\$ 3,000.66	
	PW Operator 2, Groundskeeper 2	TM2	Hourly	\$ 41.55				\$ 45.62	
			Per Period	\$ 3,324.21				\$ 3,649.41	
	Mechanic 2, Facilities Maint Tech 2	TM3	Hourly	\$ 42.23				\$ 46.92	
			Per Period	\$ 3,378.13				\$ 3,753.94	
	PW Shops Senior Operator	TM4	Hourly					\$ 46.92	
			Per Period					\$ 3,753.94	
	Cemetery, Fleet, Parks & PW Field Supervisors	TM5	Hourly	\$ 50.01				\$ 54.40	
			Per Period	\$ 3,523.38				\$ 3,832.15	

CPI-U 2.7%
Teamsters 3.7%
Police Guild Commissioned 3%

Non-Rep 3%
Operating Engineers 2.7%
Police Guild Non-Commissioned 3%

SUBJECT: Procurement of OpenGov Asset Management Software**CATEGORY:** Motion

BUDGET IMPACT:

Expenditure Required: \$130,229.11

Within Budget Allocation: Yes, included in Mid-Biennium Budget Amendment

ATTACHMENTS:

1. Quote for Procurement of OpenGov Asset Management Software
2. OpenGov End User License Agreement
3. Vertosoft Sourcewell Contract

STAFF CONTACT: Ryan Johnstone, Public Works Deputy Director - Operations

SUMMARY BACKGROUND:

Most government entities responsible for maintaining public infrastructure utilize asset management software to track, among other things, maintenance history, expenditures, and staff resources necessary to keep these critical systems functioning well, provide data for compiling accurate budget requests, and forecasting future staffing needs. Since approximately 2017, the City has been attempting to use Asset Essentials to capture this data specific to city utility and public infrastructure systems. However, Asset Essentials has been challenging for staff to operate, vendor support has been inconsistent and at times unresponsive, and the software is at the end of its service life and unable to meet our needs. Because of these factors, the City researched various asset management software alternatives and selected OpenGov as the replacement for Asset Essentials. OpenGov (formerly known as Cartegraph) provides a much more friendly and customizable user interface, incorporates features that city staff currently use other software to provide, and is recognized as one of the leading asset management products for government agencies. OpenGov is currently in use by several neighboring jurisdictions, including the City of Auburn, City of Puyallup, and City of Des Moines.

The implementation process for OpenGov will be two years. Year one will consist of the implementation and training for the Parks, Stormwater, Transportation, Walkability, and Wastewater Treatment "domains". Implementation and training in year two will be provided for the Facilities, Traffic Signal, Wastewater Collection, and Water Distribution "domains". The year one cost, inclusive of implementation and training services for both years, will total \$130,229.11 plus sales tax. Year two will cost \$73,684.84. Year three, which is the first year after all implementation and training is complete, will cost \$77,369.04. The year three cost is representative of the anticipated annual cost for the software moving forward. Procurement of this software is being completed through the Sourcewell Purchasing Cooperative ensuring that all procurement requirements established per City Purchasing policy are being met.

COUNCIL COMMITTEE/STUDY SESSION: Finance & Personnel Committee**MEETING/STUDY SESSION DATE:** 11/13/2025**COMMITTEE RECOMMENDATION:** Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor and City Administrator to execute all necessary contract documents for the procurement of OpenGov Asset Management Software, substantially in a form approved by the City Attorney.



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: 10/23/2025, 11:07 AM

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

Vertosoft Quote for OpenGov - City of Sumner, WA

Contract: Sourcewell: 060624-VTO

Quote #: Q-15871
Expires On: 11/28/2025

Ship To
City of Sumner, WA
Ryan Johnstone
2532995721
ryanj@sumnerwa.gov

Quote For:
Name:
Company: City of Sumner, WA
Email:
Phone:

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

Overall POP Start Date: 1/1/2026
Overall POP End Date: 12/31/2028

Term 1 01/01/2026-12/31/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWAQ-B4060M-AR-3Y	Asset Management - Between \$40-60 Million - 3Y	1.00	\$13,071.56	\$13,071.56
OG-TWAY-B4060M-AR-3Y	Parks & Recreation Domain - Between \$40-60 Million - 3Y	1.00	\$4,223.02	\$4,223.02
OG-TWAT-B4060M-AR-3Y	Scenario Builder - Between \$40-60 Million - 3Y	1.00	\$3,268.15	\$3,268.15
OG-TWBB-B4060M-AR-3Y	Stormwater Domain - Between \$40-60 Million - 3Y	1.00	\$7,259.58	\$7,259.58
OG-TWBC-B4060M-AR-3Y	Transportation Domain - Between \$40-60 Million - 3Y	1.00	\$7,777.09	\$7,777.09
OG-TWBD-B4060M-AR-3Y	Walkability Domain - Between \$40-60 Million - 3Y	1.00	\$6,948.86	\$6,948.86
OG-TWBE-B4060M-AR-3Y	Wastewater Treatment Domain - Between \$40-60 Million - 3Y	1.00	\$7,777.09	\$7,777.09

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-PSBG-B4060M-OT-0Y	Professional Services Deployment - Prepaid - Between \$40-60 Million - 0Y	356.00	\$215.46	\$76,703.76
Term 1 TOTAL:				\$127,029.11

Billed as Incurred and Not to Exceed

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-Travel-Expense-Reimb	OpenGov - designed for reimbursable travel expenditures. **Estimate expense	3,200.00	\$1.00	\$3,200.00
Billed as Incurred and Not to Exceed TOTAL:				\$3,200.00

Term 2

01/01/2027-12/31/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWAQ-B4060M-AR-3Y	Asset Management - Between \$40-60 Million - 3Y	1.00	\$13,725.14	\$13,725.14
OG-TWAW-B4060M-AR-3Y	Facilities Domain - Between \$40-60 Million - 3Y	1.00	\$7,777.09	\$7,777.09
OG-TWAY-B4060M-AR-3Y	Parks & Recreation Domain - Between \$40-60 Million - 3Y	1.00	\$4,434.17	\$4,434.17
OG-TWAT-B4060M-AR-3Y	Scenario Builder - Between \$40-60 Million - 3Y	1.00	\$3,431.56	\$3,431.56
OG-TWBA-B4060M-AR-3Y	Signal Domain - Between \$40-60 Million - 3Y	1.00	\$2,689.56	\$2,689.56
OG-TWBB-B4060M-AR-3Y	Stormwater Domain - Between \$40-60 Million - 3Y	1.00	\$7,622.56	\$7,622.56
OG-TWBC-B4060M-AR-3Y	Transportation Domain - Between \$40-60 Million - 3Y	1.00	\$8,165.95	\$8,165.95
OG-TWBD-B4060M-AR-3Y	Walkability Domain - Between \$40-60 Million - 3Y	1.00	\$7,296.30	\$7,296.30
OG-TWAZ-B4060M-AR-3Y	Wastewater Collection - Between \$40-60 Million - 3Y	1.00	\$6,032.88	\$6,032.88
OG-TWBE-B4060M-AR-3Y	Wastewater Treatment Domain - Between \$40-60 Million - 3Y	1.00	\$8,165.95	\$8,165.95
OG-TWBF-B4060M-AR-3Y	Water Distribution Domain - Between \$40-60 Million - 3Y	1.00	\$4,343.68	\$4,343.68
Term 2 TOTAL:				\$73,684.84

Term 3

01/01/2028-12/31/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWAQ-B4060M-AR-3Y	Asset Management - Between \$40-60 Million - 3Y	1.00	\$14,411.39	\$14,411.39
OG-TWAW-B4060M-AR-3Y	Facilities Domain - Between \$40-60 Million - 3Y	1.00	\$8,165.94	\$8,165.94
OG-TWAY-B4060M-AR-3Y	Parks & Recreation Domain - Between \$40-60 Million - 3Y	1.00	\$4,655.88	\$4,655.88
OG-TWAT-B4060M-AR-3Y	Scenario Builder - Between \$40-60 Million - 3Y	1.00	\$3,603.13	\$3,603.13
OG-TWBA-B4060M-AR-3Y	Signal Domain - Between \$40-60 Million - 3Y	1.00	\$2,824.03	\$2,824.03
OG-TWBB-B4060M-AR-3Y	Stormwater Domain - Between \$40-60 Million - 3Y	1.00	\$8,003.68	\$8,003.68
OG-TWBC-B4060M-AR-3Y	Transportation Domain - Between \$40-60 Million - 3Y	1.00	\$8,574.24	\$8,574.24

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWBD-B4060M-AR-3Y	Walkability Domain - Between \$40-60 Million - 3Y	1.00	\$7,661.12	\$7,661.12
OG-TWAZ-B4060M-AR-3Y	Wastewater Collection - Between \$40-60 Million - 3Y	1.00	\$6,334.53	\$6,334.53
OG-TWBE-B4060M-AR-3Y	Wastewater Treatment Domain - Between \$40-60 Million - 3Y	1.00	\$8,574.24	\$8,574.24
OG-TWBF-B4060M-AR-3Y	Water Distribution Domain - Between \$40-60 Million - 3Y	1.00	\$4,560.86	\$4,560.86
Term 3 TOTAL:				\$77,369.04

Grand Total: \$281,282.99

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov Services is pursuant to the OpenGov End User License Agreement set forth at <https://opengov.com/terms-of-service/end-user-license-agreement/>. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

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.

OpenGov End User License Agreement

The parties to this End User License Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the party procuring OpenGov's products and services ("Customer") through an authorized reseller ("Reseller"). This Agreement sets forth the terms under which OpenGov will provide its products and services to Customer through the Reseller.

1. Definitions

- 1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record) including any data transmitted through the Software Services.
- 1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.
- 1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. "Order Form" means the document(s) used between the Reseller and the Customer to purchase the Software Services and Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.
- 1.5. "Party" (or "Parties") refers to OpenGov and/or Customer. For the avoidance of doubt, Reseller is not a Party to this Agreement.
- 1.6. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at <https://opengov.my.site.com/support/s/agreement-product-documentation>, which is incorporated into this Agreement by reference.
- 1.7. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.
- 1.8. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.
- 1.9. "Statement of Work" or "SOW" means the document(s) separately executed by the Parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.
- 1.10. "Subscription Term" means the time period from the start date of the Software Services

specified on the first Order Form to the last end date of the Software Services specified on any Order Form.

2. Software Services, Support, and Professional Services

2.1. Software Services.

- 2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.
- 2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at <https://opengov.com/service-sla>, which is incorporated into this Agreement by reference.

2.2. Professional Services.

- 2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible

for the operation, support, or security of any third-party software, systems, or services not provided by OpenGov.

- 3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the Parties agree to comply with the terms of the Data Processing Addendum, located at <https://opengov.com/data-processing-addendum>, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.
- 4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Subscription Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.
- 4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat, and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.
- 4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.
- 4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Subscription Term, excluding during routine software

maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in the industry at OpenGov's then-current hourly rate.

- 4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.
- 4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation, and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation, and Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.
- 5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving Party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving Party without restriction on disclosure before receipt from the disclosing Party; (e) is disclosed to the receiving Party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving Party without access to the disclosing Party's Confidential Information.
- 5.3. Each Party agrees to use the other's Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other Party in writing prior to the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Subscription Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement ("Term"), unless earlier terminated pursuant to this Section 6.
- 6.2. Renewal. This Agreement will renew if Customer enters another Order Form for the Software Services and/or additional Professional Services before the end of the Subscription Term.
- 6.3. Termination for Cause. If either Party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching Party, the non-breaching Party may terminate this Agreement.
- 6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days' prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each Party shall, upon request of the other Party, return or delete any of the other Party's Confidential Information.

7. Payment of Fees

Fees for the Software Services and Professional Services are due at the beginning of each year of the Subscription Term, and Customer must timely pay all applicable fees to Reseller to avoid interruption of the Software Services or Professional Services. Fees for Professional Services are due in advance, unless indicated otherwise in the Order Form.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
 - 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
 - 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty

to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.

- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and Reseller will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.
- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO RESELLER FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each Party accepts liability to the other for: (a) claims arising out of fraud or willful misconduct by either Party; (b) either Party's infringement of the other Party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the Parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The Parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither Party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the Party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination or

expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).

- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither Party may assign, or otherwise transfer this Agreement without the other Party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither Party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The Parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each Party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

**Solicitation Number: RFP #060624****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vertosoft LLC, 1602 Village Market Blvd. SE, Suite 320, Leesburg, VA 20175 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, and 4.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

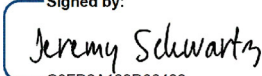
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Vertosoft LLC

Signed by:



C0FD2A139D06489...

By: _____

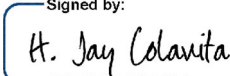
Jeremy Schwartz

Title: Chief Procurement Officer

10/23/2024 | 2:51 PM CDT

Date: _____

Signed by:



CE362D9DCA75431...

By: _____

Jay Colavita

Title: President

10/23/2024 | 2:47 PM CDT

Date: _____

RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

Vendor Details

Company Name: Vertosoft

Does your company conduct business under any other name? If yes, please state: Virginia

Address: 1602 Village Market Blvd SE
Suite 320
Leesburg, Virginia 20175

Contact: Ashlianne Shigley

Email: ashlianne.shigley@vertosoft.com

Phone: 571-799-9578

HST#: 81-3911287

Submission Details

Created On: Tuesday May 14, 2024 10:42:32

Submitted On: Wednesday June 19, 2024 16:27:20

Submitted By: Chet Hayes

Email: chet@vertosoft.com

Transaction #: 24e4534c-d2ba-49f8-8719-aa21f40b0e00

Submitter's IP Address: 173.72.254.97

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vertosoft LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vertosoft LLC has no subsidiaries.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vertosoft	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 7QV38. UEI: Y7D5MXRU2839.	*
5	Proposer Physical Address:	1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175	*
6	Proposer website address (or addresses):	www.vertosoft.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Jay Colavita Title: President Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: contracts@vertosoft.com Phone: 703-568-4703	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Ashlianne Shigley Title: Government Contracts Program Manager Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: ashlianne.shigley@vertosoft.com Phone: 571-799-9578	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Chet Hayes Title: CTO Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: chet@vertosoft.com Phone: 571-707-4137	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Vertosoft LLC (Vertosoft) is a technology services company that focuses on delivering innovative and emerging technologies to public sector organizations across the country. Established in 2016, 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. Our forte is strategic sourcing, which streamlines the time required to provide critical technology and services to government end-users at competitive prices. We provide Sourcewell members the flexibility, agility, and responsiveness of a small company 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 the technology required to satisfy those requirements. Our core values include an innovative mindset, an entrepreneurial spirit, and a deep knowledge and experience supporting all phases of government sales and acquisition lifecycle. We are widely respected and relied upon for our professional, ethical, and industry certified business process.	*
11	What are your company's expectations in the event of an award?	An award from Sourcewell represents an opportunity for a beneficial partnership between Vertosoft, Sourcewell, and its members. This partnership ensures that Sourcewell members gain access to leading-edge technologies that are exclusively available through Vertosoft's robust catalog. As an awarded supplier under Sourcewell's rigorous selection process, Vertosoft gains a prestigious platform to showcase its innovative solutions. Sourcewell, in turn, enhances its offerings with a broader and more advanced range of technology solutions. We believe that the strongest and most effective partnerships are built on a foundation of collaboration. We are committed to working hand-in-hand with Sourcewell to tailor solutions that precisely address the diverse needs of Sourcewell members, ensuring a relationship where progress and mutual satisfaction are the mainstays.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Vertosoft is a fast-growing and financially sound company that delivers high-quality software solutions to the public sector. Since 2016, we have achieved an impressive annual growth rate of 30-60%, reaching \$74M in revenue in 2021 and over \$178M in 2023. We have zero debt, and we invest our own funds to meet the diverse needs of our clients and partners. The financial statements that we have provided attest to our solid and stable performance. You can find our 2023 Financial Statements within the "Step 2 - Documents" portion of the submission under "Financial Strength and Stability" for reference.	*
13	What is your US market share for the solutions that you are proposing?	Vertosoft is dedicated to introducing innovative and emerging technologies within the public sector. While our data on non-public sector market share is not within our purview, we are proud to state that for a substantial portion of the suppliers we represent, Vertosoft handles between 80% to 100% of all their public sector transactions. This significant figure demonstrates our strong position and influence in the public sector technology market.	*

14	What is your Canadian market share for the solutions that you are proposing?	The proposed solutions from our suppliers have a significant and growing presence in the Canadian market. Although specific market share values are not available, we can provide insights into their influence and adoption across various sectors in Canada. UKG (Ultimate Kronos Group) is widely recognized in Canada for its comprehensive human capital management (HCM) solutions. Many Canadian organizations across public and private sectors leverage UKG's workforce management and HR solutions to enhance operational efficiency and employee engagement. Diligent's governance, risk, and compliance solutions are trusted by numerous Canadian enterprises and public sector organizations. Their tools are known for enhancing board governance and regulatory compliance, making them a preferred choice in Canada. Trintech's financial close management software is used by several leading Canadian companies to streamline their financial operations. Their solutions are appreciated for improving accuracy and efficiency in financial processes. Visual Lease has a notable presence in the Canadian market, with its lease management solutions being adopted by organizations to ensure compliance with lease accounting standards and improve financial performance. OpenGov is a trusted partner for many Canadian government entities, providing financial and performance management solutions that promote transparency, efficiency, and data-driven decision-making. Cornerstone's cloud-based learning and talent management solutions are widely adopted by Canadian businesses and educational institutions, supporting continuous learning and professional development. Udacity's online learning platform is popular among Canadian learners and organizations for its cutting-edge courses in technology and business, which help enhance workforce skills and adaptability. Ivy.ai's AI-powered chatbot and virtual assistant solutions are utilized by various Canadian educational institutions and businesses to improve customer service and engagement through automated support. Fleet DM's fleet management solutions are implemented by several Canadian organizations to optimize their fleet operations, reduce costs, and enhance operational efficiency. Urban SDK's data analytics and visualization tools are used by Canadian urban planners and policymakers to improve city infrastructure and enhance urban development through data-driven insights. Autura's automotive solutions support Canadian automotive businesses with real-time data and analytics on vehicle performance and maintenance, helping improve efficiency and decision-making. Fluxx Labs' grant management software is adopted by several Canadian philanthropic organizations and government agencies to streamline the grant application and management process. Swiftly's public transit solutions are employed by Canadian transit agencies to provide real-time data and analytics, improving transit operations and rider experience. Spare Labs, based in Canada, provides demand-responsive transportation solutions that are widely used by Canadian transit agencies to enhance mobility and accessibility in urban and rural areas. Public Input's community engagement platform is utilized by various Canadian municipalities to facilitate public participation and gather citizen feedback, enhancing community involvement in governance.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Vertosoft has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Vertosoft is best categorized as a distributor/dealer/reseller. Answer to a): Due to the fact that Vertosoft has proposed a wide variety of solutions for this submission, we have attached the proposed suppliers Letter of Authorizations to fulfill this requirement. Letters of Authorization can be found in the "Step 2 - Documents" portion of the submission under "Upload Additional Documentation." A zip folder titled "LOAs" has been uploaded accordingly.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Vertosoft was formed with the sole focus of serving the public sector market with the most advanced emerging technology available. To support this mission, Vertosoft has implemented and adheres to a comprehensive set of internationally recognized standards and certifications, demonstrating our commitment to quality, security, and regulatory compliance. These certifications include those held directly by Vertosoft as well as those maintained by our third-party partners and subcontractors. Vertosoft has implemented the International Organization for Standardization (ISO) 9001:2015 standard, a globally recognized benchmark for quality management systems (QMS). This certification underscores our dedication to maintaining the highest standards of quality in our processes and services, ensuring that we consistently meet or exceed the rigorous requirements set by government agencies. Recognizing the complexity and interdependence of global information technology supply chains, Vertosoft holds a certificate for the Open Trusted Technology Provider™ Standard (OTTPS), which is approved as ISO/IEC 20243:2015. This certification is critical for mitigating the risk of maliciously tainted and counterfeit products, thereby ensuring the integrity and security of our supply chain. Many of Vertosoft's cloud-native suppliers are FedRAMP certified. FedRAMP is a government-wide program that standardizes security and risk assessments for cloud technologies, promoting the adoption of secure cloud services across the federal government. Additionally, our suppliers also hold StateRAMP certifications, which extend these stringent security protocols to state and local government entities, ensuring consistent protection and compliance. To further bolster our commitment to data security, many of our suppliers are SOC 2 Type II certified. This certification involves a rigorous audit process that evaluates an organization's information systems against strict criteria for security, availability, processing integrity, confidentiality, and privacy. SOC 2 Type II certification is particularly crucial for service providers managing customer data in the cloud, ensuring that data is secure and protected from unauthorized access. Furthermore, several of our suppliers are certified to the ISO/IEC 27001 standard. This international standard provides a robust framework for information security management systems (ISMS), enabling organizations to manage the security of assets such as financial information, intellectual property, and employee details, as well as information entrusted by third parties.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	In Vertosoft's 7+ years as a company, we have never been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	- INC 5000 2022 AND 2023 - Washington Business Journal Top Performing Small Technology Companies 2022 AND 2023 - Washington Business Journal Fast 50 2022 AND 2023 - Washington Business Journal Fast 50 2021 - Most Promising Public Sector Solution Providers 2021 - Best Places to Work 2021, 2022, 2023, & 2024	*
20	What percentage of your sales are to the governmental sector in the past three years	99.12%	*
21	What percentage of your sales are to the education sector in the past three years	3.48%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TIPS: 220105 -- \$7,346,338.43 NCPA-OMNIA: 01-165 -- \$4,770,754.68 BuyBoard: 692-23 -- \$420,658.61 Texas DIR: DIR-TSO-4227 -- \$13,782,528.51 California Multiple Award Schedule: 3-23-06-1020	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA: GS-35F-688GA -- \$45,306,418.77 2GIT: 47QTC A21A002A -- \$4,394,961.23 DoD ESI: N66001-21-A-0092 -- \$259,717.60 ITES-SW2: W52P1J-20-D-0067 -- \$19,225,960.62	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Judiciary Courts of the State of Kansas	Jeff Peter	(785) 291-3054	*
University of Alabama	Julie Shelton	(205) 348-7917	*
County of Davidson, NC	Joel Hartley	(336) 242-2032	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of West Virginia	Government	West Virginia - WV	Enterprise Lease Platform, Community Engagement and Citizen Engagement, Financial Reporting Software	Average Deal Size: \$928,509	\$9,874,122	*
State of Montana	Government	Montana - MT	Regulatory Publication Platform, Financial Reporting	Average Deal Size: \$164,987	\$3,009,236	*
Florida Department of Corrections	Government	Florida - FL	Budgeting and Planning Software	\$2,134,236	\$2,134,236	*
State of Maryland	Government	Maryland - MD	Enterprise Agile Planning Solution, Financial Reporting, Cloud Native Automation, Budgeting Software	Average Deal Size: \$155,339	\$1,777,514	*
City of San Antonio Texas	Government	Texas - TX	Transparency Platform	Average Deal Size: \$345,839	\$1,020,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	Vertosoftware's strategic positioning across the United States reflects our commitment to providing exceptional service and support for all our clients, including the prospect of serving Sourcewell's nationwide needs. Our corporate headquarters in Leesburg, VA, doubles as the national sales support center, orchestrating thousands of transactions across all 50 states, as well as extending our reach into Canada. This centralized hub ensures that we maintain a cohesive strategy and a consistent level of service across all jurisdictions. We bolster our national presence with additional locations strategically placed in Charleston, SC; Charlottesville, VA; Denver, CO; Philadelphia, PA; Portland, ME; and Tacoma, WA. These offices are not mere points on a map; they are integral parts of a cohesive network that extends Vertosoftware's capabilities and brings our services closer to Sourcewell members. Our sales force, a dedicated team of 45 full-time individuals, is not just a number. Each member is a specialist, aligned with specific software suppliers to act as both a force multiplier for our partners and a trusted advisor to our public sector clients. This ensures that each Sourcewell member receives tailored attention and expertise that aligns with their unique missions and challenges. Beyond our sales team, Vertosoftware has crafted a core group of key individuals who will directly support this contract, including: Executive Sponsor: Jay Colavita, President Contract Management: Ashlianne Shigley, Government Contracts Program Manager Technical Executive: Chet Hayes, CTO Accounts Payable: Hannah Xiu, CFO Sales Leadership: Josh Slaterry, VP of Technology Sales Sales Operations: Nur Rahman, Director of Operations Contract Marketing: Mary Dawson, Digital Marketing Manager Financial Reporting: Michael DiPlacido, Government Business Analyst These leaders are not just overseeing operations; they are actively engaged in ensuring that every Sourcewell member receives the highest level of service and support. The size of our team is a testament to our efficiency and dedication. With Vertosoftware, Sourcewell will not be engaging with a cumbersome, slow-moving entity, but a nimble, responsive organization where every employee carries the weight of their expertise and commitment to public service. Our agility allows us to pivot and adapt to the changing needs of Sourcewell members, ensuring that each entity receives the attention and resources it deserves. We are not just proposing a vendor-client relationship; we are offering a partnership where Sourcewell's needs are met with precision, professionalism, and a personal touch that only a team like Vertosoftware's can provide. With our nationwide network, specialized team, and the direct involvement of our leadership, Sourcewell can be confident in Vertosoftware's ability to meet and exceed their nationwide requirements.	*
27	Dealer network or other distribution methods.	Vertosoftware is a software distributor and reseller and can sell directly to any of the Sourcewell participating entities across the United States. Vertosoftware also maintains a broad partner network across the country that is comprised of companies that fall into a wide variety of disadvantaged categories such as women owned, service-disabled veteran owned, minority owned, etc. With this wide partner network, Vertosoftware can help Sourcewell participating entities meet specific procurement goals related small or disadvantaged business. Our reliable partner network of nearly 300 companies is made up of top industry participants (some being Sourcewell contract holders) such as BlueTech, GovSmart, Enterprise Technology Solutions, SHI, Insight Public Sector, New Tech, and Strategic Communications, just to name a few.	*
28	Service force.	As a software distributor and reseller, Vertosoftware works directly with the software manufacturers and their service partners to provide needed service, rather than maintaining a large service force. These partners reside both in the United States and in Canada. We work heavily with multiple services providers for UKG, one of the proposed solutions in this submission. They are as follows: Worldgate, Project Genetics, Covalence, JK Seva, Fase Group, HRchitect, Mosaic Consulting Group, Jubilant LLC, PredictiveHR, Sability LP, and more. Service providers we commonly work with for other technologies include F.H. Black, Trintech, Aeyon, and ClearSulting.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Vertosoftware can act as both a distributor and reseller to help make the ordering process for Sourcewell participating entities as smooth and easy as possible. Here's how the process is tailored to meet the software-centric requirements: When Vertosoftware Acts as a Distributor: 1. Selection and Consultation: A Sourcewell entity selects their required software solutions with the possibility of consultation from Vertosoftware and/or the software supplier to ensure the best fit for their needs. 2. Authorized Reseller Engagement: The entity then engages with an authorized reseller partner of Vertosoftware to place the order. This partnership combines the local touch of a reseller with the extensive software offerings of Vertosoftware. This could also help participating entities to achieve socio-economic goals when possible. 3. Order Coordination: Once the order is placed with the reseller, Vertosoftware coordinates with the software supplier to fulfill the order. Vertosoftware's role as a distributor ensures that the software supplier delivers the order effectively through the reseller partner. When Vertosoftware Acts as Both Distributor and Reseller: 1. Direct Order Placement: In scenarios where Vertosoftware assumes the combined role, the Sourcewell entity places the order directly with Vertosoftware, eliminating any thirdparty interaction. 2. Order Fulfillment: Vertosoftware then takes on the responsibility of coordinating directly with the software supplier to fulfill the order. This direct line ensures clarity, efficiency, and expediency in delivery. 3. Post-Order Support: Regardless of the role, Vertosoftware provides comprehensive post-order support, assisting with software entitlement, license management, and technical queries. In both scenarios, Vertosoftware's involvement guarantees a streamlined process that caters to the digital nature of the products offered. With no physical inventory to manage, the focus remains on prompt service and precise fulfillment of software orders, ensuring that Sourcewell entities receive the right software solutions at the right time, with Vertosoftware as their dedicated point of contact.	*
30	Describe your strategy related to implementation, integration, and use of implementation partners.	Vertosoftware's strategy for implementation, integration, and use of implementation partners is designed to ensure the successful and seamless deployment of solutions for our customers. Our approach is comprehensive, collaborative, and client-focused, with the ultimate goal of providing irrefutable value. We currently collaborate with nearly 50 implementation partners who are industry leaders in their specialty, consistently engaging with them for their highly skilled expertise and streamlined project facilitation. We view implementation partners as valuable extensions of any given project.	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Vertosoft is fully committed to delivering exceptional customer service to Sourcewell members through our comprehensive Customer Success Program. Our approach is designed to provide rapid, knowledgeable, and tailored support to ensure that our clients maximize the benefits of our technology solutions. Upon commencement of our partnership, Sourcewell members will be assigned a dedicated Customer Success Manager (CSM) team. This team, comprised entirely of U.S. citizens, boasts an intimate understanding of various software manufacturers' entitlement systems, license management processes, and technical support frameworks. This ensures that the support provided is not only expert but also directly aligned with the nuances of the public sector's operational requirements. To facilitate immediate and seamless communication, we provide a dedicated toll-free number and a specific email address that directly connects Sourcewell members to their CSM team. This direct line of contact is designed to eliminate delays and streamline the resolution process. Our CSM team pledges to deliver on the following key customer service aspects: Software Entitlement Management Support: Expert assistance in managing and optimizing software entitlements. Customized License Reporting and Usage: Tailored reports that provide insights into software usage and compliance status, aiding in informed decision-making. Service Desk Management Portal: Sourcewell members will have access to 'VertoDesk', our robust service management portal, allowing them to open and manage service tickets efficiently with the CSM team. Technical Outreach and Advisory Sessions: Scheduled sessions to discuss new solutions, technology roadmaps, and to offer strategic advice tailored to the unique needs of Sourcewell members. Our response-time capabilities are a cornerstone of our customer service commitment. The CSM team guarantees prompt attention to all inquiries and issues, with an initial response time target within one business hour of contact. We strive to resolve queries and service tickets swiftly, with a focus on first-contact resolution whenever possible. To ensure these service goals are consistently met, Vertosoft incentivizes our CSM team based on key performance indicators that include response times, resolution times, and customer satisfaction levels. Regular reporting on these metrics, including the volume of calls, emails, and the status of service tickets, will be provided to Sourcewell to maintain transparency and encourage continuous improvement. Our dedicated CSM team, responsive service capabilities, and strategic incentives all serve one purpose: to provide Sourcewell members with an unparalleled customer service experience that not only meets but exceeds their expectations for support and strategic guidance.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Vertosoft's core business is selling to the Public Sector, both the State & Local and Federal Government. We have dedicated the entire business to our only customer being the Government due to the expanse and nuance of the Government as a customer. Due to this, this makes our ability as a software distributor and reseller to sell directly to any of the Sourcewell participating entities across the United States extremely plausible and within our normal reach. We look forward to working with Sourcewell participating entities to provide the solutions proposed as part of this solicitation.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vertosoft is committed to delivering high-quality software and related services to public sector and education administration entities, including those across Canada. Our ability and willingness to serve Sourcewell participating entities in Canada are rooted in the following key aspects: - Vertosoft LLC has established a legal presence in Canada and has the ability to quote in CAD. - We have an established, proven track record of success via direct transactions, as well as through our number of Canadian partners. - Vertosoft offers comprehensive training and implementation services tailored to the specific needs of our customers. For any related services that we are proposing, we provide remote options, ensuring that Canadian entities can maximize the value of Vertosoft's solutions, while encountering minimal disruption to their daily operations. - We are best able to serve the Canadian territories and provinces that conduct business in English.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vertosoft is currently equipped to and has done business with all 50 states of the US. We are also equipped to do business with all required areas of Canada.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Vertosoft anticipates being able to fully serve any participating entity sectors through this proposed contract, and looks forward to the opportunity of doing so.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Vertosoft has no specific restrictions related to participating entities in Hawaii and Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Vertosoft has crafted a robust marketing strategy to ensure the successful promotion of the Sourcewell contract opportunity. Our approach is multifaceted, designed to leverage our expertise and resources to educated and engage public sector entities about the advantages of using this contract vehicle for their technology solution acquisitions. The text in the following questions (#37-40) covering the Marketing Plan is meant to work in tandem with what we have submitted as an attachment under the "Step 2 - Documents" portion of the submission under "Marketing Plan/Samples." Dedicated Sales Team Effort: Vertosoft's seasoned public sector sales team, armed with extensive experience in leveraging national contracts, will actively collaborate with Sourcewell's marketing division. The objective is to enlighten public sector organizations about the benefits and efficiencies gained by utilizing this contract for their technology purposes. Partnership with Software Manufacturers: Our Software Manufacturer Partners, who have well-established national sales forces, will integrate the promotion of this contract into their sales strategies. In their interactions with public sector entities, they will advocate for the use of this contract as the preferred procurement vehicle for acquiring state-of-the-art technology solutions. Proactive Communication and Media Outreach: Within the first 14 days post-award, Vertosoft will disseminate a co-branded press release, announcing the contract award with detailed insights into the contract specifics. This announcement will be bolstered by strategic social media campaigns, targeting public sector organizations to inform and promote the contract's utilization. Online Presence and Accessibility: A dedicated Vertosoft website will be launched within 30 days of award notice, featuring the standard Sourcewell logo. This line resource will serve as a comprehensive hub, housing the original RFP, contract documents, product summaries, marketing materials, and direct links to the Sourcewell website. Additionally, we will establish a dedicated toll-free number and email address exclusively for Sourcewell participating entities, facilitating effortless access and inquiries. Direct Engagement Campaign: Within 60 days of the award, Vertosoft will initiate a targeted email and direct contact campaign. This initiative is designed to notify both existing and prospective public sector agencies about the contract. The communication will offer detailed guidance on how to effectively leverage the contract for future technology solution procurements. Vertosoft's marketing strategy is a testament to our commitment to not only inform but also empower participating agencies with the tools and knowledge to enhance their operational capabilities through this contract with Sourcewell.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vertosoft employs a sophisticated array of digital technologies and data analytics to enhance the effectiveness of our marketing initiatives. Here's an outline of our strategy: Social Media Utilization: We leverage social media platforms to engage with our audience, utilizing targeted advertising and organic content strategies. By analyzing user interaction data, we tailor our content to increase engagement, foster community building, and enhance brand awareness. Metadata Analysis: By harnessing metadata from various digital channels, we gain insights into customer behavior, preferences, and trends. This information allows us to optimize our content for search engines and improve the visibility of our digital assets. Customer Relationship Management (CRM) Systems: Our CRM systems are integrated with marketing automation tools that utilize digital data to personalize communication and track the customer journey. This ensures that marketing campaigns are relevant and timely, increasing conversion rates. Data-Driven Decision Making: We employ analytics tools to evaluate the performance of our marketing campaigns across digital channels. By understanding key performance indicators (KPIs), we can make informed decisions to refine our marketing tactics. Content Personalization: Using data analytics, we personalize content for various segments of our audience. This approach ensures that the messaging resonates with the specific needs and interests of each segment, improving engagement and conversion rates. Predictive Analytics: By analyzing past and current data trends, we employ predictive analytics to anticipate future behaviors and preferences. This allows us to stay ahead of market trends and adapt our marketing strategies accordingly. Digital Engagement Tracking: We track engagements and interactions across our digital channels to understand what content performs best. This enables us to replicate successful tactics and drop ineffective ones. Email Marketing Optimization: We use digital data to segment our audience and tailor email marketing campaigns, enhancing open rates and click-through rates. Through these technologically driven strategies, Vertosoft ensures that our marketing efforts are not just widespread, but also precise, relevant, and effective, leading to a stronger market presence and higher ROI on marketing investments.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Vertosoft recognizes the immense value of a Sourcewell contract and the significant benefits it provides to Sourcewell contract holders. Therefore, we view it as very important that Sourcewell and Vertosoft have a symbiotic relationship in the promotion of a contract award. We view Sourcewell's involvement in the successful promotion of our contract to include, but not necessarily be limited to: 1. Promotion via Sourcewell Channels: Leverage Sourcewell's established communication channels, such as the official website, newsletters, and direct emails to regularly inform and update participating entities of the contract and its benefits. We would also like to establish an official landing page on Sourcewell's website to highlight Vertosoft's contract, similarly to how we would do on our own website. 2. Co-Branded Marketing Materials: Partner with Vertosoft to create co-branded marketing materials that combine the credibility and reputation of Sourcewell with the innovative offerings of Vertosoft, reinforcing the contract's value proposition. 3. Educational Webinars and Workshops: Organize and host educational webinars and workshops that elucidate the contract's features and instruct participating entities on how to leverage the offerings to effectively meet their needs. 4. Social Media Engagement: Utilize Sourcewell's social media platforms to engage with the participating entity base, increase contract visibility, and encourage discussions around the contract's usage and benefits. 5. Case Studies and Testimonials: Develop and share success stories and/or testimonials from customers who have seen great value through Vertosoft suppliers on the contract. This will provide real-world, timely examples of the value of Vertosoft's solutions and demonstrate the effectiveness of a properly leveraged Sourcewell contract awarded to Vertosoft.

40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	All solutions proposed under this RFP are available for electronic delivery, either via download for on-premises installed software, or as a Software-as-a-Service (SaaS) offering, but not through an online e-procurement ordering system.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	As a leading distributor of innovative software solutions for the public sector, Vertosoft is uniquely positioned to offer a range of product-related training programs. Our training offerings are as diverse as our product portfolio, varying significantly based on each supplier's specific technology and approach. Product Training Overview: Our training programs are designed to enhance the effective use and understanding of the software products we distribute. Recognizing that training needs vary from one supplier to another, we offer: 1. Standardized Training Programs: - Offered for: Widely used software products with uniform functionalities. - Details: These programs cover basic operations, user interface navigation, and standard application features. - Provider: Trained professionals with comprehensive knowledge of specific software. - Costs: Generally included with the purchase of software licenses. 2. Advanced and Specialized Training: - Offered for: Software requiring specific skill sets or knowledge for optimal use. - Details: Advanced operational techniques, customization options, and in-depth feature exploration. - Provider: Specialists or even developers from the software supplier, ensuring an authoritative understanding of the product. - Costs: Priced separately, reflecting the advanced level and specialized nature of the training. 3. Customizable Training Solutions: - Offered for: Software with flexible or adaptable functionalities. - Details: Tailored training modules developed in conjunction with the software supplier, focusing on the unique needs of each Sourcewell entity. - Provider: A collaborative team of Vertosoft experts and supplier representatives. Costs: Varies based on the training scope, duration, and specific requirements. - Unique Value Proposition: Vertosoft's strength lies in our ability to connect Sourcewell entities with a wide range of software training options, directly correlating to the diverse products offered by our suppliers. This approach ensures that each entity receives the most relevant, effective training for their chosen software solutions, maximizing the benefits and impact of their technology investments
42	Describe any technological advances that your proposed products or services offer.	Vertosoft stands at the forefront of technological innovation, providing cutting-edge solutions tailored for Core Administrative Systems, Education and Public Sector Information and Work Management, and Public Engagement and Specialized Services. Our offerings, derived from partnerships with emerging tech companies, seamlessly integrate into your operations, delivering significant benefits: In Core Administrative Systems, Vertosoft's proposed solutions enhance automation and improve decision-making. Leveraging technologies such as AI-driven financial close processes from Blackline, and predictive analytics and financial automation from Trintech, our solutions streamline operations and optimize resource management. This enables public sector and educational institutions to effectively manage administrative tasks and improve overall operational efficiency. For Education and Public Sector Information and Work Management, Vertosoft's solutions redefine efficiency in information and work management. By auto-generating designs and content, and developing novel data models, these tools significantly reduce time-to-market and foster innovation. For instance, Cornerstone onDemand's AI-powered learning management system personalizes learning paths and provides advanced analytics, while OpenGov's data-driven decision-making tools offer deep insights, trend analysis, and predictive forecasting crucial for strategic planning and operational efficiency. Moreover, platforms like Udacity offer cutting-edge learning programs in emerging technologies, further empowering institutions to unlock the full potential of their data. In the realm of Public Engagement and Specialized Services, Vertosoft offers robust solutions that enhance communication and interaction with the community. AI-powered platforms, including chatbots and virtual assistants from Ivy.ai, facilitate efficient handling of inquiries and provide real-time data analytics. PublicInput's platform uses AI to analyze public feedback and sentiment, enhancing community engagement. These solutions streamline processes, reduce response times, and provide 24/7 support, thereby promoting stronger community relationships and trust.

43	Please describe your software innovation maturity related to the following technology areas: - o Machine learning - o Natural language processing - o Virtual assistants/chatbots - o Predictive analytics - o Big data analytics - o AI/Generative AI	Vertosoft, along with our suppliers, offer Sourcewell participating entities advanced capabilities across key technology areas including machine learning, natural language processing, virtual assistants/chatbots, predictive analytics, big data analytics, and AI/Generative AI. The following companies Autura, Blackline, Cornerstone OnDemand, Diligent, Floqast, Fluxx Labs, Ivy.ai, OpenGov, Public Input, Red Rover, Schoox, Spare Labs, Swiftly, Thirdline, Trintech, Udacity, UKG, Urban SDK, and Visual Lease demonstrate exceptional innovation maturity in these fields, offering cutting-edge solutions aligned with the most advanced technology available. Machine Learning: UKG: Utilizes machine learning to enhance workforce management solutions, providing predictive scheduling, workforce forecasting, and advanced analytics to optimize labor costs and improve employee engagement. Natural Language Processing (NLP): Ivy.ai: Specializes in NLP to power intelligent chatbots and virtual assistants for higher education institutions, facilitating seamless communication and support for students and staff. Udacity: Leverages NLP in their educational platforms to provide personalized learning experiences, adaptive content, and intelligent tutoring systems. Virtual Assistants/Chatbots: Ivy.ai: Offers advanced chatbot solutions that utilize AI and NLP to provide real-time, automated support for various user queries, improving customer service efficiency. Cornerstone OnDemand: Integrates virtual assistants into their learning and talent management solutions, providing users with immediate assistance and enhancing overall user experience. Predictive Analytics: Floqast: Utilizes predictive analytics to streamline and optimize financial close processes, providing actionable insights that help organizations forecast and manage financial outcomes more effectively. Swiftly: Applies predictive analytics to improve public transportation systems, offering real-time data and predictive insights to enhance transit operations and rider experience. Big Data Analytics: OpenGov: Employs big data analytics to provide governments with comprehensive financial management and transparency solutions, enabling data-driven decision-making and improved public service delivery. Urban SDK: Uses big data analytics to provide urban planners and policymakers with actionable insights to improve city infrastructure, transportation, and overall urban development. AI/Generative AI: Red Rover: Implements generative AI to enhance their employee onboarding solutions, creating personalized and engaging onboarding experiences that streamline the integration of new hires. Spare Labs: Utilizes AI and generative AI to optimize demand-responsive transportation systems, improving efficiency and accessibility for transit agencies and riders. Comprehensive Innovation Across Technology Areas: Diligent: Provides governance, risk, and compliance solutions that integrate AI and machine learning to enhance decision-making and risk management processes. Trintech: Delivers financial close management software that incorporates predictive analytics and AI to automate and optimize financial operations. Visual Lease: Uses machine learning and big data analytics to offer lease management solutions that improve compliance and financial performance. Thirdline: Applies advanced machine learning and AI techniques to enhance their security and compliance monitoring solutions. Blackline: Utilizes AI and machine learning to streamline and automate accounting and finance processes, providing real-time visibility and control. Public Input: Uses big data analytics and AI to facilitate public engagement and community feedback, providing governments with deeper insights and more effective decision-making. Fluxx Labs: Employs AI and big data analytics to improve grant management and impact measurement for philanthropic organizations. Autura: Leverages machine learning and predictive analytics to enhance automotive industry solutions, improving vehicle performance and customer satisfaction. Schoox: Implements AI and machine learning in their learning management systems to provide personalized training and development programs. Together, these companies represent a robust and comprehensive suite of solutions that showcase our collective expertise and innovation maturity in key technology areas. By offering suppliers with the latest advancements in machine learning, natural language processing, virtual assistants, predictive analytics, big data analytics, and AI, Vertosoft and our suppliers are well-positioned to deliver exceptional value and transformative outcomes for Sourcewell participating entities.
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44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	The diversity of connectivity and integration capabilities available are as varied and diverse as the suppliers we are proposing for this opportunity, ensuring seamless interoperability and comprehensive functionality across various software systems. We have provided a brief subset of some of the integration capabilities below: Autura supports integrations with Salesforce, Hubspot, Zoho CRM, SAP, Oracle ERP, Microsoft Dynamics 365, Geotab, Samsara, and Verizon Connect, along with an API and SDK to assist with other connections. Blackline's financial close management software integrates with major ERP systems such as SAP, Oracle, and Microsoft Dynamics. It offers APIs and pre-built connectors to streamline data flow between financial systems and enhance process automation. Cornerstone OnDemand's learning and talent management systems integrate seamlessly with a variety of HRIS, payroll, and other enterprise systems, utilizing open APIs, connectors, and integration hubs to ensure data synchronization and workflow automation. Specifically, Cornerstone integrates with Workday, enabling smooth data flow for HR, payroll, and talent management processes, which supports unified reporting, automated data updates, and streamlined workflows. The system also integrates with SAP SuccessFactors, allowing for the synchronization of employee data, performance metrics, and learning management information, thus providing a comprehensive talent management solution. Furthermore, integration with Oracle HCM Cloud ensures synchronized HR data, payroll information, and talent management processes, enhancing data accuracy and operational efficiency. Cornerstone's compatibility with ADP helps synchronize payroll data, employee information, and compliance reporting, facilitating easier workforce data management across systems. Additionally, Cornerstone integrates with UKG Pro (formerly UltiPro) to offer seamless HR, payroll, and talent management capabilities, promoting real-time data synchronization and efficient workflow automation. Integration with Microsoft Dynamics 365 allows for the connection of HR and talent management data, enabling comprehensive analytics and streamlined operations. The integration with PeopleSoft ensures that employee records, payroll data, and HR processes are synchronized, providing a unified platform for managing workforce information. Finally, Cornerstone's integration with Kronos aligns time and attendance data with HR and payroll systems, ensuring accurate payroll processing and compliance with labor regulations. These integrations enable Cornerstone to provide a cohesive and efficient experience for managing HR processes, payroll, and employee development, supporting comprehensive workforce management and development strategies across various enterprise systems. Ivy.ai's AI-powered chatbot and virtual assistant solutions integrate seamlessly with a variety of systems to enhance customer service and engagement. Utilizing open APIs and connectors, Ivy.ai ensures smooth data flow and operational efficiency across educational institutions and businesses. Specifically, Ivy.ai integrates with CRM systems like Salesforce and HubSpot to streamline customer interactions, ensuring data from chatbot interactions is accurately captured and enhancing customer relationship management and marketing efforts. In learning management systems such as Canvas and Blackboard, Ivy.ai provides educational institutions with seamless student support, automating responses to inquiries and facilitating course navigation. Additionally, Ivy.ai integrates with student information systems like Banner and PeopleSoft to automate administrative tasks, providing instant access to academic information and assisting with enrollment processes. For HRIS, Ivy.ai works with systems like Workday and SAP SuccessFactors to offer automated HR support, addressing employee queries related to benefits, leave balances, and payroll details. Furthermore, integrations with content management systems like WordPress and Drupal enable Ivy.ai to enhance user engagement on websites by providing real-time support and guiding visitors. These integrations collectively enable Ivy.ai to deliver a cohesive and efficient experience for managing customer interactions, student support, and HR services, significantly improving operational efficiency and user satisfaction. OpenGov provides robust integration capabilities to enhance its financial and performance management solutions for government agencies. It integrates seamlessly with major Enterprise Resource Planning (ERP) systems such as SAP, Oracle, and Microsoft Dynamics, enabling comprehensive financial management and streamlined operations. OpenGov connects with financial systems like QuickBooks, NetSuite, and Sage Intacct, facilitating accurate financial reporting and budget management. Its platform also integrates with Customer Relationship Management (CRM) systems like Salesforce, enabling improved citizen engagement and service delivery. OpenGov supports data visualization and analytics tools such as Tableau and Power BI, providing real-time insights and data-driven decision-making. For document and records management, it integrates with systems like Laserfiche and SharePoint, ensuring efficient document handling and compliance. Additionally, OpenGov connects with geographic information systems (GIS) like Esri, enhancing spatial data analysis and planning capabilities. These integrations ensure that OpenGov's solutions provide comprehensive, efficient, and secure financial and performance management, enhancing the ability of government agencies to deliver transparent and effective public services. UKG (Ultimate Kronos Group) offers extensive integration capabilities across various systems to enhance workforce management solutions. It integrates with major Human Capital Management (HCM) systems like Workday, Oracle HCM Cloud, and SAP SuccessFactors for seamless HR and payroll operations. UKG also connects with payroll systems such as ADP, Ceridian Dayforce, and Paychex to ensure accurate payroll processing. Its integration with ERP systems like SAP ERP, Oracle ERP, and Microsoft Dynamics 365 streamlines workforce planning and financial management. UKG's connectivity extends to CRM systems, including Salesforce, HubSpot, and Zoho CRM, aligning workforce management with customer relationship activities. Time and attendance systems like Kronos, Tanda, and Deputy are supported for efficient scheduling and tracking. Additionally, UKG integrates with Learning Management Systems (LMS) such as Cornerstone OnDemand, SAP Litmos, and Udemy for Business to enhance employee training and development. Benefits administration systems like Benefitfocus, Alight Solutions, and Businessolver are also supported, ensuring comprehensive benefits management. For secure access, UKG integrates with Single Sign-On (SSO) solutions like Okta, Microsoft Azure Active Directory, and Ping Identity. These integrations ensure UKG's solutions provide comprehensive, efficient, and secure workforce management across diverse business environments.
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45	Describe your migration, customization, configuration, and upgrade processes. Each of the suppliers being proposed has a variety of methodologies they follow to ensure success. For example, OpenGov's implementation methodology ensures a smooth transition and successful adoption of their solutions through a structured approach consisting of several key phases: Initiate, Validate, Configure, Customize, Train, Test, Launch, and Support and Upgrade. In the Initiate phase, OpenGov provides customer entity configuration and creates system administrator accounts, granting access to the system. This phase concludes with customer sign-off on product access. During the Validate phase, OpenGov develops a Solution Blueprint based on the customer's requirements and confirms the data migration and validation strategy. The customer signs off on the Initial Draft Solution Blueprint to complete this phase. The Configure phase involves configuring the deliverables as outlined in the project scope, with customer sign-off confirming the completion and acceptance of all configuration deliverables. Customization follows in the next phase, based on specific customer requirements detailed in the Solution Blueprint. This includes custom feature development, integration with other systems, and workflow customizations. This phase concludes with customer sign-off on the completed customizations. Training is provided through instructor-led virtual sessions, covering both administrators and end users as specified in the project scope. Customer sign-off confirms the completion of training. OpenGov conducts thorough testing of the system in the Test phase, including user acceptance testing (UAT), to ensure all configurations and customizations work as expected. The customer signs off on the successful completion of the testing phase. The Launch phase includes providing HyperAdopt support post Go-Live to ensure successful adoption, with customer sign-off transitioning the project from active deployment to Customer Success. In the Support and Upgrade phase, OpenGov provides ongoing support to ensure the system continues to meet customer needs, regularly releasing updates and upgrades to enhance functionality and security. Customers are notified of upcoming upgrades, and OpenGov works with them to schedule and implement these upgrades with minimal disruption, concluding with customer sign-off on major upgrades to confirm successful implementation. UKG uses the following methodology: Project Management UKG guides the life cycle of the UKG HCM implementation, providing best practices to ensure successful deployment. The UKG Project Manager partners with the Customer Project Manager to develop the project plan, manage risks, and ensure objectives are achieved. The Customer Project Manager manages resources, secures executive sponsor buy-in, leads change management, liaises between UKG and project stakeholders, administers project changes, and resolves issues. Welcome Phase In the Welcome Phase, UKG and the Customer team lay the foundation for a successful implementation. This includes assigning stakeholders, defining areas of responsibility, reviewing expectations and goals, discussing project assumptions, and establishing meeting cadences. The UKG Project Manager will also discuss the project plan, change management, testing, and end-user training activities with the Customer Project Manager. This phase concludes with the start of the Requirements phase. Requirements Phase During the Requirements phase, UKG discusses specific configurations and identifies necessary modifications with the Customer. This involves discovery sessions with key department stakeholders and reviewing internal process changes based on industry best practices. The aim is to minimize configuration changes outside the preconfigured solution. These discussions help in making informed decisions about processes, testing scenarios, and end-user training. Build Phase In the Build phase, UKG completes the agreed-upon configurations. The Customer provides necessary employee data from legacy systems, configures hardware if applicable, and attends recommended training. Working sessions are held to review the configuration and navigation of the UKG HCM solution. The Customer also designates System Administrators who actively participate in all activities to ensure they can maintain and troubleshoot the solution post-implementation. Test Phase During the Test phase, the Customer leads User Acceptance Testing (UAT) with support from UKG. The Customer assigns resources to conduct unit tests, documents outcomes, and communicates issues to UKG for resolution. Concurrently, the Customer develops change management strategies and communication plans to ensure user adoption, prepares deployment groups, and rolls out end-user training. Go-Live Phase In the Go-Live phase, the configured and tested solution is deployed to end users. The project's goals, success criteria, change management, end-user training, and risk management efforts culminate in this phase. The Customer signs off on an agreed Deployment Plan for the UKG HCM system. UKG supports one deployment group and provides a thirty-day warranty period before transitioning to UKG Global Support (Success Care) for post-implementation support.
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46	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	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. Guided by our Sustainability Policy, Vertosoft provides each employee with an Ocean Bottle "GO" water bottle. Each bottle is made from at least 67% recycled materials, and each bottle purchased funds the collection of 1,000 ocean-bound plastic bottles. To date, our usage of these bottles has funded the removal of over 40,000 ocean-bound plastic bottles. Vertosoft has also installed an in-office point-of-use water system that is connected to the building water supply. This system is estimated to save 4,000 bottles annually. Another policy that Vertosoft has put in place that is driven by our Sustainability Policy is our 'Work from Home' program. Employees that are eligible for this program can work from home 2 days a week. It is estimated that this policy saves ~10.67 metric tons of carbon emissions over the course of a year. In addition to these items, Vertosoft requires all electronic equipment to be Energy STAR certified, and where available, EPEAT registered. We prioritize products made from recycled materials and those with minimal, eco-friendly packaging. Vertosoft also selects products designed for longevity and ease of upgrade to extend their usable life. One specific example is our laptops. Vertosoft's laptops have an average lifespan of 5 years, as compared to many corporate laptops that have a lifespan of approximately 3 years.
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Several providers in our proposal demonstrate a strong commitment to sustainability through various certifications and eco-labels. UKG and Diligent both hold ISO 14001 certification for environmental management systems, underscoring their dedication to reducing environmental impact. Trintech, a member of the Green Business Certification Inc. (GBCI), reinforces its green business practices. Visual Lease partners frequently use Energy Star-certified equipment, promoting energy efficiency. OpenGov operates in LEED-certified facilities, reflecting their commitment to environmentally friendly building practices. Fluxx Labs, as a certified B Corporation, meets high standards of social and environmental performance. These certifications and practices highlight the focus on energy efficiency, sustainability, and green initiatives among our proposed solution providers.
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	Our strategy for leveraging ecosystem partners to enhance functionalities and capabilities revolves around building a robust network of integrations and collaborations that amplify the strengths of our core solutions. By partnering with leading providers across various domains, we ensure that our customers can access a comprehensive suite of tools and services that seamlessly integrate with our offerings, enhancing overall efficiency and effectiveness. For instance, UKG (Ultimate Kronos Group) collaborates with numerous HRIS and payroll systems such as Workday, SAP SuccessFactors, and ADP, enabling seamless data flow and operational efficiencies. These integrations allow organizations to unify their workforce management and HR processes, providing a cohesive user experience. Similarly, Diligent's governance, risk, and compliance solutions are enhanced through partnerships with other compliance tools and risk management systems, ensuring comprehensive governance and regulatory adherence. OpenGov's financial and performance management solutions benefit from integrations with ERP systems like SAP and Oracle, as well as data visualization tools such as Tableau and Power BI. This strategic collaboration enables government entities to leverage advanced analytics and reporting capabilities, driving data-driven decision-making. Cornerstone OnDemand's learning and talent management systems integrate with CRM systems like Salesforce and HubSpot, as well as LMS platforms like Canvas and Blackboard, ensuring that educational institutions and businesses can provide seamless learning experiences and robust talent management. Additionally, Ivy.ai's AI-powered chatbot solutions integrate with various CMS, LMS, and HRIS platforms, offering enhanced customer service, student support, and HR functionalities. By partnering with ecosystem players such as WordPress, Drupal, and Workday, Ivy.ai ensures that its AI-driven solutions are easily accessible and highly effective across different use cases.
49	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Vertosoft LLC is a Certified Virginia Small Business Concern, number 725842 for reference. We have attached a copy of our Small, Women-owned, and Minority-owned Business (SWaM) certificate under the "Step 2 - Documents" portion of the submission - "WMBE/MBE/SBE or Related Certificates"

50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Presales Engineering Talent Vertosoft's focus on emerging and innovative technologies are supported by experienced technical resources to identify the best overall solution for Sourcewell 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 Sourcewell participating entities with 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 Sourcewell participating entities. 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 Sourcewell 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 Sourcewell and participating entities with tracking the usage for each product. The CSM team will provide Sourcewell metrics on the calls/emails into the Vertosoft 1-800 and dedicated email address along with open/closed service tickets to help Sourcewell understand the volume and scale of support being requested and provided. Vertosoft will also provide Sourcewell 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 provides complimentary webinars to Sourcewell 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 post 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 of award, Vertosoft will launch a dedicated web site with the Sourcewell standard logo. The website will have a copy of the original request for proposal, a copy of the contract, summary of products being offered, marketing materials, and a link to Sourcewell website. Vertosoft will also include a dedicated toll-free number and email address for Sourcewell participating entities. Within 60 days of 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 services 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 allows 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.
51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	We are proposing solutions PublicInput, OpenGov, and Ivy.ai to facilitate increased citizen engagement and feedback in public sector processes. They do so with their unique capabilities that you can read more about below: PublicInput provides an all-in-one engagement and communications platform that enables government agencies to actively connect with their communities. The solution includes various tools like public surveys, virtual town halls, social media integration, and data analytics. By facilitating transparent communication and enhancing equitable citizen participation, PublicInput empowers governments to receive actionable insights through real-time feedback and representative reporting. This platform supports effective decision-making and strengthens community trust by creating an inclusive engagement environment. OpenGov's Community Feedback software is specifically designed to enhance public sector processes through the collection and analysis of public feedback. The solution streamlines the process of gathering input via surveys and comment tracking, ensuring transparency and robust citizen engagement. With real-time feedback analysis, OpenGov enables informed decision-making based on community insights, fostering harmonious relationships between governments and citizens by efficiently utilizing public feedback to inform policies and services. Ivy.ai offers an AI-powered platform for Citizen Relationship and Engagement Management, featuring chatbots and virtual assistants that improve communication between governments and citizens. The solution provides automated responses, multi-channel support, and real-time data analytics, facilitating efficient handling of inquiries and enhancing citizen engagement. By streamlining processes, reducing response times, and providing 24/7 support, Ivy.ai promotes stronger community relationships and trust, thereby contributing to increased citizen engagement and feedback in public sector processes.

52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	Our proposed solution, supported by a diverse group of innovative suppliers, robustly supports digital transformation initiatives within the public sector, emphasizing cloud adoption, mobile access, and digital service delivery. UKG (Ultimate Kronos Group): UKG's cloud-based workforce management solutions facilitate seamless cloud adoption, providing scalable and secure HR, payroll, and workforce analytics. Their mobile access capabilities ensure that public sector employees can manage schedules, track time, and access critical HR information from anywhere, enhancing operational efficiency and employee engagement. Diligent: Diligent's governance, risk, and compliance solutions are cloud-based, offering secure, scalable platforms that support public sector needs. Their mobile applications enable government officials to access critical information, manage risks, and ensure compliance on the go, streamlining governance processes and improving transparency. Trintech: Trintech's cloud-based financial close management software supports public sector financial transformation by automating complex financial processes. Their solutions offer mobile access to financial data and workflows, enabling finance teams to collaborate and manage financial operations from anywhere, ensuring accuracy and efficiency. Visual Lease: Visual Lease provides cloud-based lease management solutions that enhance compliance and financial performance for public sector organizations. Their mobile-friendly platform allows users to access lease data and perform management tasks remotely, supporting efficient lease administration and real-time decision-making. OpenGov: OpenGov's cloud-based financial and performance management solutions are designed specifically for the public sector, facilitating efficient cloud adoption. Their mobile-friendly platforms enable government officials to access budget data, performance metrics, and financial reports on the go, enhancing transparency and decision-making capabilities. Cornerstone OnDemand: Cornerstone offers cloud-based learning and talent management solutions that support public sector digital transformation. Their mobile applications allow government employees to access training, performance reviews, and development resources anytime, anywhere, promoting continuous learning and professional growth. Udacity: Udacity provides cloud-based educational platforms that support digital transformation through online learning. Their mobile-accessible courses enable public sector employees to develop new skills and stay updated with the latest technologies, enhancing workforce capabilities and adaptability. Ivy.ai: Ivy.ai's AI-powered chatbot and virtual assistant solutions support digital service delivery by providing instant, automated responses to public inquiries. Their cloud-based, mobile-friendly platforms ensure that citizens can access information and services anytime, improving public engagement and satisfaction. Urban SDK: Urban SDK offers cloud-based data analytics and visualization tools that support smart city initiatives. Their mobile-accessible platform allows city planners and officials to access real-time data on urban environments, facilitating informed decision-making and efficient urban management. Autura: Autura's cloud-based automotive solutions support public sector digital transformation by providing real-time data and analytics on vehicle performance and maintenance. Their mobile-friendly platforms enable efficient fleet management and decision-making from any location. Fluxx Labs: Fluxx Labs' cloud-based grant management software supports public sector digital transformation by streamlining the grant application and management process. Their mobile-accessible platform allows grant managers to track and manage grants on the go, improving efficiency and accountability. Swiftly: Swiftly's cloud-based public transit solutions support digital transformation by providing real-time data and analytics for transit operations. Their mobile applications enable transit agencies to monitor performance, optimize routes, and improve service delivery, enhancing the public transportation experience. Spare Labs: Spare Labs' cloud-based, demand-responsive transportation solutions support public sector mobility initiatives. Their mobile-friendly platform allows users to book and manage rides in real-time, improving accessibility and efficiency in public transportation services. By leveraging the capabilities of these innovative suppliers, our solution robustly supports the public sector's digital transformation initiatives, promoting cloud adoption, mobile access, and enhanced digital service delivery to improve operational efficiency and public engagement.
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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53	Do your warranties cover all products, parts, and labor?	Vertosoft is committed to providing comprehensive warranty coverage across the wide variety of suppliers we propose to meet the needs of Sourcewell participating entities. In general, our warranties cover products, parts, and labor, although specific terms and conditions may vary between suppliers. To ensure Sourcewell participating entities have a clear understanding of the warranties they can expect, we have included detailed warranty information from several key suppliers. This will provide a transparent view of the warranty coverage for products, parts, and labor, demonstrating our commitment to quality and customer satisfaction. OpenGov Warranty: General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the subscription start date specified in the Order Form, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Subscription Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services to the Reseller. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. UKG Warranty: Mutual Warranties. Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound. Subscription Services Warranty. UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will make commercially reasonable efforts to remedy such breach without additional cost to Customer, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any nonconformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services. Professional, Support, and Training Services Warranty. UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services. Disclaimer. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE). Due to providing detailed examples in this text section for Warranty, we have not uploaded any attachments within the "Step 2 - Documents" portion of the submission under "Warranty Information." If interested in reading more supplier warranties, please navigate to the zip file entitled "EULAs" within the "Step 2 - Documents" portion of the submission under "Standard Transaction Document Samples."
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions or other limitations that adversely affect coverage.
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The majority of the proposed solutions are software-based, ensuring that troubleshooting and warranty repairs are conducted remotely. This approach eliminates the need for technicians to travel, thereby avoiding additional expenses for travel time and mileage. Remote troubleshooting offers several advantages, including faster response times, reduced downtime, and increased convenience for Sourcewell participating entities. By leveraging advanced remote support technologies, we can quickly diagnose and resolve issues without the delays associated with scheduling and dispatching on-site technicians. This not only enhances the efficiency of our support services but also aligns with sustainable practices by reducing the carbon footprint associated with travel. Consequently, Sourcewell participating entities benefit from a more responsive and eco-friendly warranty service, ensuring that their operations continue smoothly and without unnecessary interruptions.
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The proposed solutions are software-based, allowing us to provide comprehensive support and warranty repairs remotely, without the need for certified technicians to travel to specific geographic locations. This approach ensures that all Sourcewell participating entities, regardless of their location within the United States or Canada, receive timely and effective service for warranty repairs.
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In general, each supplier included in our proposal will provide warranties for their respective software solutions. This warranty coverage extends even if the software solution incorporates third-party or open-source software components. Each supplier is responsible for the warranty service of their products, ensuring that Sourcewell participating entities receive consistent and reliable support directly from the source of the solution. This approach allows for specialized expertise and ensures that any warranty issues are addressed efficiently by the original manufacturers who are best equipped to handle their specific products. By relying on each supplier to manage their warranties, we ensure that all components of our proposed solutions are covered under appropriate and effective warranty terms.

58	What are your proposed exchange and return programs and policies?	The exchange and return programs and policies vary from supplier to supplier. To provide Sourcewell with a clear understanding of what to expect, we have highlighted the diverse policies of a few key suppliers, illustrating the variations across the proposed solutions. UKG (Ultimate Kronos Group): In the event of termination, UKG's policy ensures that all fees are paid by the customer for services rendered through the effective date of termination. If the termination is due to UKG's breach of the agreement, any prepaid fees for services not rendered before the termination date will be credited back to the customer's account, with any remaining amounts refunded within thirty days. This approach ensures financial fairness and transparency, providing peace of mind to customers regarding their investments in UKG's solutions. OpenGov: OpenGov's exchange and return policies are outlined in their subscription terms. The agreement commences upon execution and continues until the end date specified on the order form, with provisions for renewal and termination. If either party materially breaches the agreement and fails to cure the breach within thirty days of written notice, the non-breaching party may terminate the agreement. Upon termination, customers are required to pay in full for all services rendered up to the termination date, and OpenGov will cease providing services. This structured approach ensures that both parties are protected and that services are delivered effectively up to the termination point. BlackLine: BlackLine's policy includes a refund or payment on termination clause. If the customer terminates the agreement pursuant to the specified terms, BlackLine will issue a prorated refund for any payment corresponding to the period after the effective termination date. Conversely, if BlackLine terminates the agreement, the customer must pay any unpaid fees covering the remainder of the current term. This policy guarantees that customers are only billed for the services they receive, ensuring a fair and equitable financial arrangement.
59	Describe any service contract options for the items included in your proposal.	Vertosoft provides comprehensive service contract options to support the solutions proposed. We include a range of implementation, training, and support services to ensure successful deployment and ongoing operation of our solutions. Implementation Services: -Project Kick-off & Oversight: Initial meetings to introduce the project team, develop a high-level project plan, and establish regular status updates. -Configuration & Integration: Custom setup and integration of solutions tailored to specific organizational needs, including data migration and system configuration. -Prototyping & Validation: Creation of solution prototypes using customer data to validate processes and outcomes, with iterative refinement sessions. Training Services: -Onboarding & Enablement Training: Remote and on-site training options are available, providing hands-on experience with the solutions. Training sessions cover system navigation, user access administration, and utilization of platform features. -Specialized Training Programs: Tailored training programs for different user groups, including administrators and end-users, ensuring all staff are proficient in using the solutions. Support Services: -24/7 Customer Support: Continuous support for high-priority issues, with prioritized response times based on issue severity. Medium and low-priority issues are addressed during business hours. -Technical Escalation & Remote Support: Access to technical experts for complex issue resolution, including remote support capabilities for real-time assistance. -Ongoing Maintenance & Updates: Regular updates and maintenance to keep the systems current and functioning optimally. Includes monitoring and management of system performance and security. Additional Support Options: -Success Manager: Dedicated resource to provide best practices guidance and ensure optimal use of the solutions. -Feature Review & Activation Assistance: Support for reviewing and activating new features as they become available, along with industry best practices reviews and configuration optimization. These service contract options are designed to provide robust support throughout the lifecycle of the solutions, from initial deployment to ongoing management, ensuring Sourcewell participating entities maximize the value of its investment in our solutions. Examples of service options and SOWs have been provided "Step 2 - Documents" portion of the submission under "Upload Additional Documentation." A folder entitled "Services Information" provides in depth details as well as past examples on what could be expected of a project including services.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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60	Describe any performance standards or guarantees that apply to your services	Vertosoft collaborates with a wide array of software suppliers, each bringing their unique performance standards and guarantees to the table. While specifics may vary depending on the supplier, the following are general aspects that are commonly addressed: Service Availability: Many of our suppliers aim for high service availability, striving to ensure their platforms are accessible and functional during key operational hours. This commitment is subject to variations based on the individual supplier's capabilities and service model. Software Quality Assurance: Several of our suppliers adhere to rigorous quality testing protocols, ensuring that their software meets industry standards for reliability and functionality. This may include regular updates and security patches. Timely Delivery: Suppliers generally commit to delivering software products in a timely manner. The exact timelines and delivery mechanisms can vary, depending on the nature of the software and the distribution channels used. Technical Support and Maintenance: Support and maintenance services are often provided, with the scope and responsiveness varying by supplier. This can range from basic troubleshooting to comprehensive technical assistance and regular maintenance. Compliance and Security: Most suppliers ensure that their software and services comply with relevant industry norms, legal standards, and security protocols, though the specifics of these compliance measures can differ. Customization and Integration Support: Depending on the supplier, there may be options for customization and integration support to align the software with specific business needs and systems. Performance Metrics: Some suppliers may offer transparency through performance metrics reporting, such as uptime statistics and customer support response times, though the level of detail and frequency of such reporting can vary. Continuous Improvement: Many suppliers engage in continuous improvement efforts based on client feedback and industry developments, aiming to enhance service quality and client experience over time. It is important to note that the specific performance standards and guarantees are subject to the individual terms and policies of each software supplier in Vertosoft's network. As such, we recommend reviewing the detailed terms and conditions provided by each supplier for precise information.
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Each supplier provides different levels of SLAs and guarantees, and the following examples illustrate the type of service standards available. Visual Lease Service Standards: Visual Lease ensures high service standards for its customers, as outlined in their Service Level Agreement (SLA). They commit to a monthly uptime of 99.0% for their production environments, excluding planned maintenance periods. Scheduled maintenance is communicated in advance, typically taking place during non-business hours. In the event that Visual Lease does not meet the uptime commitment, they offer service credits based on the percentage of monthly uptime achieved. Visual Lease categorizes technical issues into four severity levels, each with specific response and resolution time targets. For instance, critical issues (Severity 1) should receive a response within one hour during support hours, and a resolution is aimed within one calendar day. Visual Lease provides disaster recovery capabilities with defined objectives for backup retention, business continuity, recovery point, and recovery time, ensuring the availability and integrity of customer data. UKG Service Standards: UKG provides robust support and service standards through their various support plans, including Gold, Platinum, and Platinum Plus. They offer priority-based support, ensuring customers with the most critical issues are serviced first. High priority issues receive a response within 30 minutes or immediately via rapid response, while medium and low priority issues have response times of one hour and two hours, respectively. UKG's support is available 24/7/365 for high-priority issues, with business hours support for other issues. UKG's support services include technical escalation, management escalation, and remote support through web-based screen-sharing tools. They also offer access to the UKG Community for how-to articles, discussion boards, and case management. UKG's SLAs ensure continuous effort on high-priority events, leveraging a team-based approach to resolve issues swiftly and efficiently. They provide detailed documentation, knowledgebase access, and regular service releases to keep their software up-to-date and functioning optimally. We have uploaded the two example documents within the "Step 2 - Documents" portion of the submission - "Upload Additional Documentation" The folder entitled "SLAs" includes the mentioned Visual Lease SLA and UKG SLA.
62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	Our suppliers prioritize the protection and integrity of customer data, employing robust strategies for data backup, recovery, and secure storage. While each supplier may approach these aspects differently, the following examples illustrate the comprehensive measures in place to safeguard customer information. Cornerstone OnDemand: Cornerstone's customer environments and disaster recovery capabilities are hosted in AWS regions and colocation data centers in the U.S., with plans to migrate production environments fully to AWS. The production sites are in US-West-1 (N. California) and US-West-2 (Oregon), with disaster recovery sites in US-West-2 and US-East-1 (N. Virginia). AWS was selected for its high service availability and strong data protection controls, ensuring that all connectivity and security measures are maintained. Additionally, Cornerstone uses Equinix colocation data centers in El Segundo, CA, and Ashburn, VA, with strict access controls, including biometric hand scanners and restricted entry to authorized personnel only. Furthermore, Cornerstone leverages Google Cloud Platform (GCP) for its machine learning platform and content-related microservices, ensuring secure connectivity and data protection using redundant IPSec tunnels and Palo Alto firewalls. Cornerstone adheres to several compliance certifications, including SSAE18 SOC 1 & SOC 2, ISAE 3402 Type II, ISO/IEC 27001:2013, ISO/IEC 27018:2014, and ISO/IEC 27701:2019. OpenGov: OpenGov employs infrastructure provided by AWS, utilizing services such as EC2 and RDS with security best practices recommended by AWS. OpenGov's security infrastructure includes AES 256 encryption for data at rest and TLS 1.2 encryption for data in transit. Additional protection is provided by Cloudflare, acting as a web application firewall. OpenGov uses a multi-AZ deployment strategy for enhanced availability and durability, capturing regular backups and snapshots stored in regional data centers. This approach ensures data replication in real-time across AWS and Azure availability zones, minimizing data loss to one minute in the event of a fault. OpenGov has also passed SOC 2 audits, with the latest SOC 2 Type 2 report available upon request. Visual Lease: Visual Lease hosts its application on AWS, employing a network architecture that places web servers in a public subnet and database servers in a private subnet, accessible only from approved sources. Data at rest is protected with AES-256 bit encryption, and data in transit is secured with SSL (TLS 1.2) encryption and SSH (SFTP) for managed file transfers. Visual Lease leverages AWS Backup, a fully managed backup service, ensuring data integrity and protection.

63	What are your policies and governance features regarding large language models and generative AI?	Vertosoft implements a robust governance framework to ensure the responsible use of generative AI within our solutions. Our approach includes several key components to align with industry best practices. We adhere to ethical AI principles to ensure responsible use, avoid biases, and respect user privacy and data security. We maintain transparency by clearly communicating how AI technologies are used, including the types of data processed and the purposes of AI-generated outputs, ensuring users are informed and can provide informed consent. Our data privacy and security measures comply with regulations such as GDPR and CCPA, and we implement encryption and other security measures to protect sensitive data used in AI models. Regular audits and updates to our AI models help identify and mitigate biases, ensuring fair outcomes for all users. We ensure human oversight by reviewing AI-generated outputs, especially in critical decision-making processes, to prevent potential errors or unintended consequences. We establish clear accountability mechanisms for AI deployment, defining roles and responsibilities for managing and overseeing AI systems. Vertosoft also aims for relevant certifications and conducts regular compliance checks to ensure our AI systems meet industry standards and regulatory requirements. Continuous improvement efforts are made through ongoing research and development to enhance the accuracy, efficiency, and ethical considerations of our AI technologies. By adopting these best practices, Vertosoft ensures that our use of generative AI aligns with industry standards for ethical and responsible AI deployment, providing innovative solutions while maintaining high standards of trust and integrity. For more specific information, our detailed policies and practices regarding generative AI are available upon request.
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	Vertosoft and our suppliers are committed to ensuring that software solutions are accessible to all users, including those with disabilities, in compliance with established accessibility standards such as the Web Content Accessibility Guidelines (WCAG) and Section 508 of the Rehabilitation Act. Our suppliers, including OpenGov, Thirdline, and PublicInput, prioritize accessibility and have developed Voluntary Product Accessibility Templates (VPATs) to demonstrate their compliance with these standards. OpenGov: OpenGov's software is designed with accessibility in mind, ensuring that all users, including those with disabilities, can effectively use their solutions. OpenGov adheres to WCAG 2.1 and Section 508 standards, providing a VPAT that details their compliance. Their platform includes features such as keyboard navigation, screen reader compatibility, and high-contrast modes to accommodate users with various disabilities. OpenGov regularly updates their accessibility features based on user feedback and advances in accessibility technology to ensure an inclusive user experience. Thirdline: Thirdline is dedicated to making their software accessible to everyone. They follow WCAG and Section 508 guidelines and provide a comprehensive VPAT to outline their compliance. Thirdline's software includes customizable interface settings, alternative text for images, and support for assistive technologies like screen readers and voice recognition software. They continuously assess and enhance their accessibility features to ensure all users can navigate and utilize their solutions effectively. PublicInput: PublicInput ensures their platform is accessible to all users, including those with disabilities, by adhering to WCAG 2.1 and Section 508 standards. They offer a detailed VPAT to demonstrate their commitment to accessibility compliance. PublicInput's software includes features such as text-to-speech capabilities, keyboard shortcuts, and adjustable text sizes. They engage with accessibility experts and users to regularly review and improve their platform, ensuring it meets the highest accessibility standards.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
65	Describe your payment terms and accepted payment methods.	Vertosoft accepts Net 30 payment terms as is what is commonly seen/offered among State and Local Government entities. Our accepted payment methods are via ACH, check, and credit card.
66	Describe any leasing or financing options available for use by educational or governmental entities.	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 allows 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.
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached the End User License Agreements (EULAs) or applicable terms & conditions document for the software suppliers we are proposing as part of this submission. End User License Agreements/terms documents can be found in the "Step 2 - Documents" portion of the submission under "Standard Transaction Document Samples." A zip folder titled "EULAs" has been uploaded accordingly.
68	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept the P-card procurement and payment process for any orders less than \$50,000. There is a 3% processing fee associated with these transactions.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
69	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the number of suppliers we are proposing and thus the large number of parts this brings, Vertosoft is providing a percentage discount off our catalog. The % discount will be off the named supplier/OEM MSRP. This approach will make it simplistic for Sourcewell participating entities to calculate the cost of any given part using the formula: Sourcewell price = MSRP – (MSRP * % discount). For example, if the supplier discount is 10%, and the MSRP is \$100, the cost to the Sourcewell participating entity would be \$90.00, shown as: \$100 – (100*0.10) = \$90.00. We have provided an Excel Spreadsheet titled "Sourcewell pricing" that contains detailed pricing information in the "Step 2 - Documents" section of the submission under "Pricing."	*
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated in our answer to Question #69, Vertosoft is proposing a large number of suppliers as a part of our submission and therefore a one size fits all approach regarding a pricing discount is not feasible. In the "Sourcewell pricing" Excel file (previously referenced as submitted in "Step 2 - Documents" section of the submission under "Pricing") we have different percentage discounts listed that are dependent upon the supplier. The discount range is anywhere from 1-50% off MSRP.	*
71	Describe any quantity or volume discounts or rebate programs that you offer.	There are no quantity or volume discounts or rebate programs available from the proposed software suppliers. Our discounts provided off of MSRP are designed to be competitive without the need for such programs. In most cases this is negotiated on a deal-by-deal basis, as needed.	*
72	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For any requests or items that are considered "open market," Vertosoft will provide a quote that is labeled as such.	*
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no elements regarding the total cost of acquisition that are not included in our response.	*
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are typically no additional costs such as freight, delivery, or shipping associated with our transactions as all of our products are non-tangible (i.e. software licenses)	*
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not have any specific freight, shipping, delivery terms and/or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	*
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not have any unique distribution or delivery methods associated with our transactions. We do, however, have the ability to work through our software suppliers to provide license Proof of Entitlement or Proof of Delivery (PoE/PoD) upon transaction completion. This ensures Sourcewell participating entities buying products through Vertosoft benefit from an additional layer of security - guaranteeing transparency, accountability, and confidence in receiving the intended products and services.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Vertosoft is committed to providing the highest quality of service to Sourcewell 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. - Accurate and timely fee remittance. Due to the number of other contracts we hold and currently report monthly and/or quarterly on, Vertosoft has established a tailored, streamlined process for contract reporting. Therefore, we are confident that we can successfully deliver quarterly reports to Sourcewell within 45 days following the end of each quarter, meeting all the required fields specified in the contract template. Oracle NetSuite, the ERP (Enterprise Resource Planning) tool used by Vertosoft currently generates monthly reports on all invoiced transactions, already including the relevant fields from the Sourcewell contract template, such as entity name, address, contact details, price, date, etc. Typically received in the first week of the month, our Contracts team reviews the transactions within the report and transposes them into the specified contracting template or portal to issue successful fee payments. The administrative fee is also inputted at the Sourcewell account level and will auto-apply to all Sourcewell transactions in the report, ensuring the proper fee is always remitted. We ensure Sourcewell participating entities receive the proper pricing through our quoting system, CPQ by Salesforce. This will have Sourcewell contract pricing pre-loaded upon contract execution to eliminate manual processes and potential human error.
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vertosoft will employ a Quality Assurance Surveillance Plan (QASP) to benchmark, measure, and improve the effectiveness of our business and technical operations that support the contract. The QASP will be administered and controlled by a separate Quality Assurance Manager to independently monitor and evaluate business and technical activities each quarter. Results and any changes from quarterly evaluations will be shared with Sourcewell. Vertosoft has tailored a QASP for relevant functions to include responsiveness to the Public Sector and Education Administration Software Solutions RFP, timeliness for order processing and delivery, and accuracy and timeliness of contract deliverable requirements. Metric: Administrative Fee Surveillance Method: Inspection Performance Standard: Acceptable performance is met by timely submission and accuracy of reports and remittance of payments. Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell Metric: Quarterly Sales Reporting Surveillance Method: Inspection Performance Standard: Acceptable performance is met by timeliness and accuracy of the report Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell Metric: Quote Accuracy Surveillance Method: Inspection Performance Standard: All quotes issued to Sourcewell participating entities utilize the correct contract pricing. This is made possible through our quoting system, CPQ by Salesforce, that has contract pricing pre-loaded to eliminate manual processes and potential human error. Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vertosoft LLC proposes a 1.25% administrative fee. This fee will keep the contract competitive against Vertosoft's other contract offerings and accelerate the internal adoption of the contract, all whilst ensuring we have the necessary mechanisms in place to provide superior value to Sourcewell's participating entities.

Table 14: Depth and Breadth of Offered Equipment Products and Services

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	☒ Yes ☐ No	*
82	Category 2: Education and Public Sector Information and Work Management	☒ Yes ☐ No	*
83	Category 3: Asset and Risk Management	☐ Yes ☒ No	*
84	Category 4: Public Engagement and Specialized Services	☒ Yes ☐ No	*
85	Category 5: Integrated Enterprise Solutions	☐ Yes ☒ No	*

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
86	Human Resources Software	☒ Yes ☐ No	Vertosoft is proposing UKG (Ultimate Kronos Group) for this category, Human Resources Software. UKG, or Ultimate Kronos Group (formerly known as Kronos) is a leading provider of HR, payroll, and workforce management solutions. UKG Ready and UKG Pro are the two HR offerings we are proposing for this category, which constitute the Human Capital Management (HCM) offering of UKG. UKG Ready is ideal for small to mid-sized organizations, while UKG Pro is ideal for large organizations. UKG's HR solutions are designed to help entities manage their human capital effectively. Features of the platform include centralized data management, flexible workflows, advanced reporting and analytics, employee self-service, and compliance tools. UKG solutions streamline administrative tasks, facilitate data-driven decision-making, and empower employees with self-service options. These tools help improve efficiency, ensure compliance, and foster a positive workplace culture, ultimately driving greater outcomes.
87	Financial Performance, Spend, or Expense Management Software	☒ Yes ☐ No	Vertosoft is proposing Diligent, Trintech, Visual Lease, ThirdLine, and FloQast for this category, Financial Performance, Spend, or Expense Management Software. Diligent is a leading GRC (Governance, Risk, and Compliance) SaaS company that gives organizations the tools and solutions they need to bring clarity to complex risk, elevate impactful insights and get ahead of a world that is constantly changing. Diligent currently empowers more than 1 million users and 700,000 board members and leaders. Diligent's Audit Management solution for government and education streamlines the audit process with automated workflows, advanced analytics, and real-time data integration. It ensures compliance, continuous control monitoring, and effective management of audit workpapers. Trintech Inc. is a leading global provider of cloud-based, integrated reconciliation and financial close solutions for Finance & Accounting departments. From high volume transaction matching, to automating and managing balance sheet reconciliations, intercompany accounting, journal entries, close management tasks, to governance, risk and compliance – Trintech's portfolio of financial solutions, including its Cadency® Platform (for large enterprises) and Adra® Suite (for mid-market organizations), help manage all aspects of the reconciliation and financial close processes. Visual Lease is the #1 lease optimization software provider. Visual Lease help organizations become compliant with FASB, IFRS and GASB lease accounting standards, while simultaneously improving the financial, legal and operational performance of their leases. The easy-to-use SaaS platform is embedded with more than three decades of best practices from major corporations and leading industry professionals. Visual Lease's award-winning solutions are used by 80+ organizations to manage 500,000+ real estate, equipment and other leased assets. Committed to ongoing innovation and unparalleled customer service, Visual Lease helps organizations transform their lease compliance requirements into financial opportunities. ThirdLine's financial analytics software for government and education offers deployable analytics within a week, providing real-time risk assessments, monitoring of ARPA/SLFRF funds, and cost-control planning. Designed by accountants, it addresses common challenges such as resource constraints, talent retention, and pandemic-related disruptions with a low-cost, no-code platform that enhances fraud detection and financial oversight. FloQast is the leading provider of accounting workflow automation created by accountants for accountants. FloQast enables customers to streamline processes such as automated reconciliations, documentation requests, and other workflows that impact the month-end close, financial reporting, and payroll.
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	☒ Yes ☐ No	Vertosoft is proposing Blackline and InvoiceCloud for this category, Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions. Blackline's cloud-based financial operations management and market-leading customer service help companies move to modern accounting by unifying their data and processes, automating repetitive work, and driving accountability through visibility. Blackline provides solutions to manage and automate financial close, accounts receivable and intercompany accounting processes, helping large enterprises and midsize companies across all industries do accounting work better, faster, and with more control. InvoiceCloud provides a complete, simple, and secure electronic bill presentment and payment solution. The SaaS platform provides flexible and always up to date online payment solutions that can be configured to meet the unique needs of your organization. InvoiceCloud's simple to use interface engages customers throughout the payment process to deliver your highest ever e-payment adoption rates.
89	Procure-to-Pay and Contract Management Systems	☒ Yes ☐ No	Vertosoft is proposing OpenGov for this category, Procure-to-Pay and Contract Management Systems. OpenGov's Procurement software is a comprehensive, collaborative procurement suite designed for government agencies to streamline their entire procurement lifecycle. Trusted by over 1,600 agencies, the platform enhances supplier engagement and evaluation speed, supports compliance, and centralizes contract management. These features work to expedite processes by up to 75%, all while offering compliant solicitation development. Users experience increased efficiency, reduced stress, and higher vendor participation. Additionally, OpenGov provides dedicated support with account managers, training, and live assistance. OpenGov Procurement capabilities: - Develop Solicitations - Engage Suppliers - Evaluate and Award - Manage Contracts

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B.

1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
90	Student Information System (SIS)	☒ Yes ☐ No	Vertosoft is proposing Red Rover and UKG (Ultimate Kronos Group) for this category, Student Information System (SIS). Red Rover has been built from the customer-first perspective, delivering on the features that education professionals yearn for – an easy-to-use, adaptive, and delightful experience that grows with any school district, flexible and customizable to what educators tell us they need. With Red Rover, administrators can assess staffing needs, teachers/other full-time staff can declare time off, and substitutes can connect with openings tailored to their skill sets. Although our service is rooted in technology, our people are our most valued asset. Our culture of trust and transparency allows us to adapt to evolving client needs more effectively and helps create meaningful, enduring relationships. UKG's, or Ultimate Kronos Groups (formerly known as Kronos) K-12 solutions streamline workforce management for school districts, providing tools for timekeeping, scheduling, talent management, and compliance. By optimizing resources and enhancing employee experiences, UKG helps districts focus more on student success. The platform reduces compliance risks and supports efficient HR processes, making it easier for schools to manage their staff and improve operational efficiency.
91	Learning Management System (LMS)	☒ Yes ☐ No	Vertosoft is proposing Cornerstone OnDemand, Schoox, and Udacity for this category, Learning Management System (LMS). Cornerstone OnDemand's Learning Management System (LMS) enhances employee training and development with personalized learning paths, content libraries, and robust analytics. The platform supports compliance, skill development, and performance management, helping organizations to effectively upskill their workforce. Cornerstone's LMS provides tools for creating, managing, and tracking learning programs, ensuring employees have access to both relevant and engaging content. Schoox's Learning Management System (LMS) offers a flexible and intuitive platform for employee training and development. The LMS features social personalized learning paths, comprehensive analytics, and social collaboration tools to track progress and measure effectiveness. The LMS supports various content formats and integrates with other HR systems to streamline administrative tasks and enhance the user learning experience. 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 results.
92	Work Management Software	☒ Yes ☐ No	Vertosoft is proposing Wrike and Ivy.ai, and for this category, Work Management Software. Wrike offers a versatile work management platform designed to streamline project planning, collaboration, and execution. It features customizable workflows, real-time collaboration tools, and robust reporting capabilities to enhance productivity and transparency. Wrike integrates with various applications, empowering your teams to do their best work with 360° visibility. Wrike is suitable for handling complex projects and enhancing team productivity, as it offers a unified platform for information and communication that enables teams to remain aligned and work in real time. Ivy.ai is an innovative technology company specializing in AI-powered chatbots and omnichannel communication platforms, designed to enhance customer support. Ivy.ai has made significant strides in leveraging AI to provide accurate, 24/7/365 assistance across various sectors, including government, education, and healthcare. The company's solutions are distinguished by their ability to seamlessly integrate with an organization's existing knowledge sources, ensuring up-to-date and consistent information delivery. With a focus on ease of deployment and maintenance, Ivy.ai's chatbots are built quickly and require no coding for upkeep, thanks to their industry-leading crawler technology and unique shared brain structure. This approach ensures a unified user experience across all communication channels, underlining Ivy.ai's commitment to driving efficiency and improving engagement through cutting-edge AI technology. Leveraging Ivy.ai, many public sector entities have seen material results, either by saving thousands of dollars, or by having call/agent volume reduced by significant percentages.

93	Enterprise Content Management/Records Management	☒ Yes ☐ No	Vertosoft is proposing IBM and Quadient for this category, Enterprise Content Management/Records Management. IBM ranks among the world's largest information technology companies, providing a wide spectrum of software, services, and hardware offerings. Vertosoft is proud to be an IBM Gold Partner and authorized to sell IBM's entire portfolio of software. IBM creates value for clients by providing integrated solutions and products that leverage data, information technology, deep expertise in industries and business processes, trust and security, and a broad ecosystem of partners and alliances. IBM solutions provide clients with new capabilities that change their businesses and allow them to connect with their customers and employees in different ways. These solutions use a leading portfolio of enterprise systems and software, consulting and IT implementation services, cloud, digital, and cognitive offerings, which are all supported by one of the world's leading research organizations. Quadient is the driving force behind the world's most meaningful customer experiences. By focusing on three key solution areas, Intelligent Communication Automation, Parcel Locker Solutions and Mail-Related Solutions, Quadient helps simplify the connection between people and what matters. Quadient's records management solution offers comprehensive document digitization to enhance efficiency and compliance. It features automated workflows, secure storage, and easy retrieval of records, ensuring accuracy and accessibility. The platform supports regulatory compliance, reduces manual processes, and integrates with existing systems for seamless operations.	*
94	Enrollment Management Systems	☒ Yes ☐ No	Vertosoft is proposing Red Rover and UKG (Ultimate Kronos Group) for this category, Enrollment Management Systems. UKG, or Ultimate Kronos Group (formerly known as Kronos) Ready Benefits offers a comprehensive enrollment management system designed to streamline benefits administration for organizations. It features intuitive self-service enrollment, automated eligibility tracking, and real-time analytics to enhance employee engagement and simplify benefits management. The platform ensures compliance, reduces administrative burden, and provides a seamless experience for both HR teams and employees. Red Rover's enrollment management system is tailored for K-12 schools, focusing on efficient substitute management and attendance tracking. The platform streamlines the hiring and onboarding process, ensures compliance with state regulations, and provides real-time analytics. Its goal is to enhance operational efficiency and improve substitute teacher experiences, ensuring that schools maintain seamless operations.	*

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
95	Computerized Maintenance Management System (CMMS)	☐ Yes ☐ No		*
96	Facility Management Software	☐ Yes ☐ No		*
97	Energy Management Software	☐ Yes ☐ No		*
98	Insurance and Risk Management	☐ Yes ☐ No		*
99	Environmental, Health, and Safety (EHS) management	☐ Yes ☐ No		*

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
100	Court, Corrections, and Justice System	☒ Yes ☐ No	Vertosoft is proposing Soma Global for this category, Court, Corrections, and Justice System. SOMA Global has been a leading provider of cloud-native critical-response public safety software solutions since 2017. SOMA's team of public safety veterans and mission-driven developers are focused on enabling agency partners to focus on what matters most, fulfilling their mission in the communities they serve. Through world-class customer service in combination with SOMA Telos™ and SOMA Global's modern-cloud software solutions, operations are a unified ecosystem of pre-built applications, workflows, automations and data interoperability that can be rapidly configured based on the specific needs of your agency and community.	*

101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	☒ Yes ☐ No	Vertosoft is proposing OpenGov, Autura, Fluxx Labs, Urban SDK, Swiftly, Spare Labs, and Transit App for this category, Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions. OpenGov offers comprehensive solutions for Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management. The Permitting and Licensing solution streamlines application processes, enhances transparency, and reduces approval times through a user-friendly interface and automation features. It supports efficient workflows for permits, licenses, and inspections. The Tax and Revenue solution improves tax administration with real-time data access, automated workflows, and robust reporting capabilities. It ensures compliance, enhances revenue collection, and provides detailed insights for informed decision-making. Autura (previously known as AutoReturn) is an innovative towing ecosystem that not only ensures swift and efficient vehicle recovery, but also keeps more tow operators on the road and more law enforcement protecting the community. Using a state-of-the-art SaaS platform combined with towing industry expertise, Autura has disrupted outdated, analog systems and transformed the towing industry into a seamlessly integrated ecosystem that benefits law enforcement agencies, tow operators, and vehicle owners. This system optimizes resource use, improves road safety, and reduces secondary crashes, saving time for officers and dispatchers. Autura significantly enhances community safety by promptly removing dangerous, illegally parked, or abandoned vehicles from the streets. Fluxx Labs' (dba Fluxx) cloud-based grant management software helps government agencies manage their data in one place, reduce the time to respond and collaborate with grantees and team members, and connect your systems to a single source of the truth. Fluxx supports your end-to-end grantmaking operations: from Notices of Funding Opportunities to Pre-award application intake and review to post-award payments and reporting requirements — and all in one intuitive and integrated platform. Its modern solution helps reduce complexity for Grantors, ease administrative burden on grantees, improve visibility into the grants process and mitigate compliance risk through robust audit trails. With a centralized data-driven platform, all information is connected in a single solution for grants management. Urban SDK is the nation's leading Traffic Calming software. It provides Traffic Speed, Volume, and Delay metrics for ALL local roads in your municipality, displayed on dynamic maps. Urban SDK works with 100+ Public Works Departments to aid with: traffic calming measures, pre and post-implementation studies, safety analysis, fielding public complaints, and reporting to council. 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, thereby improving service reliability and operational efficiency for municipalities. Swiftly's cloud infrastructure and subscription model simplify how agencies build their transit data stack. It provides real-time data for vehicle locations, optimizing operations and planning. Swiftly improves passenger information reliability, boosts operational efficiency, and integrates seamlessly with existing systems. Spare Labs is on a mission to help accelerate the global shift to autonomous vehicles by enabling anyone to create and manage a smart transportation network in seconds. With Spare Platform, Spare's core product, anyone can plan, launch, operate, and analyze a smart transportation network, all from one place. Spare's platform supports ADA paratransit and micro transit services, enhancing access and operational efficiency. Spare's technology automates workflows, reduces costs, and improves rider experiences with real-time data and flexible service options. The platform integrates with local fleets and ensures compliance, making it an ideal choice for municipalities seeking to optimize transit services. Transit is the public transit app that makes life better without a car in more than 300 cities worldwide. Millions of public transit riders rely on its accurate real-time updates, intuitive step-by-step navigation, and helpful crowdsourcing features. It provides real-time departure information, trip planning, and seamless integration with various transit modes including bikeshare, scooters, and ride hail services. Transit collaborates with transit agencies to improve urban mobility, making it easier for municipalities to manage and optimize their transportation services.	
102	Parks and Recreation Software	☒ Yes ☐ No	Vertosoft is proposing OpenGov for this category, Parks and Recreation Software. OpenGov's Parks and Recreation Software offers a robust platform for managing park assets, financials, and community engagement. It streamlines operations with key features such as online reservations and payments, maintenance tracking, activity registration, facility scheduling, and comprehensive financial reporting. The software supports efficient operations and enhances transparency with real-time data access and automated workflows. It also facilitates better community interaction through intuitive, user-friendly portals, making it easier for citizens to access park services and amenities.	

103	Citizen Relationship/Engagement Management	☒ Yes ☐ No	Vertosoft is proposing PublicInput, OpenGov, and Ivy.ai for this category, Citizen Relationship/Engagement Management. PublicInput provides an all-in-one engagement and communications platform, enabling governments agencies to connect with the communities they serve. The solution includes tools for public surveys, virtual town halls, social media integration, and data analytics. It facilitates transparent communication, enhances equitable citizen participation, and provides actionable insights through real-time feedback and representative reporting. PublicInput supports effective decision-making and strengthens community trust by creating an inclusive engagement environment. OpenGov's Community Feedback software is designed to collect and analyze public feedback. The solution streamlines the process of gathering and analyzing public input through surveys and comment tracking. It enhances transparency and citizen engagement by providing real-time feedback analysis, enabling informed decision-making based on community insights. This platform fosters harmonious relationships between governments and their citizens by ensuring that public feedback is efficiently collected and utilized to inform policies and services. Ivy.ai offers an AI-powered platform for Citizen Relationship and Engagement Management, providing chatbots and virtual assistants that enhance communication between governments and citizens. The solution features automated responses, multi-channel support, and real-time data analytics, enabling efficient handling of inquiries and improved citizen engagement. Ivy.ai helps streamline processes, reduce response times, and provide 24/7 support, thereby promoting stronger community relationships and trust.	*
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Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	☐ Yes ☒ No		*

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A detailed description of the solutions we are proposing have been incorporated into the subcategories we are responding to as follows: - Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services - Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services - Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services	*
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	UKG (Ultimate Kronos Group) offers timeclocks that integrate seamlessly with their Human Capital Management offering, providing robust functionalities for workforce management.	*
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	Vertosoft offers a comprehensive range of services to support the solutions described in the categories we are responding to, categories 1, 2, and 4. Our service offerings are designed to ensure successful deployment, seamless integration, and ongoing operation of the proposed solutions. These services include but are not limited to: Implementation Services: - Project Kick-off & Oversight - Configuration - Integration Training Services: - Onboarding - Enablement Training - Specialized Training Program Support Services: - Remote Support - Ongoing Maintenance & Updates Additional Services: - Cloud Migration - Modernization - Customization - Installation - Data Services - Record-Keeping & Reporting - Auditing & Compliance - Security	*

Table 21: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Vertosoft LLC Pricing - Sourcewell 060624.xlsx - Wednesday June 19, 2024 15:28:50
 - [Financial Strength and Stability](#) - 2023 Financial Statement_Vertosoft.pdf - Tuesday June 18, 2024 12:06:19
 - [Marketing Plan/Samples](#) - Vertosoft Sourcewell Marketing Plan.pdf - Tuesday June 18, 2024 13:04:17
 - [WMBE/MBE/SBE or Related Certificates](#) - VA small business certification.pdf - Wednesday May 22, 2024 10:41:45
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - EULAs.zip - Wednesday June 19, 2024 08:22:46
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional Documentation.zip - Wednesday June 19, 2024 13:17:58

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chet Hayes, CTO, Vertosoft LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM		1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM		4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM		2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM		4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM		1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM		1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM		2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM		4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM		2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM		1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM		1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM		2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM		1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM		1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM		1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM		1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM		1

AMENDMENT #1
TO
CONTRACT # 060624-VTO

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Vertosoft LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Software Solutions and Related Services for Public Sector and Education Administration to Sourcewell and its Participating Entities, effective October 23, 2024, through October 25, 2028 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell’s Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

- 1. Line item 69 of “Table 11: Pricing and Delivery” of the Proposal is deleted in its entirety and replaced with the following: “Due to the number of suppliers we are proposing and thus the large number of parts this brings, Vertosoft is providing a percentage discount off our catalog by supplier. This table, with each supplier listed alphabetically can be found under contract documentation on Vertosoft’s Sourcewell landing page, titled “Contract 060624-VTO-Price Information.” This table will be updating accordingly when new additions, removals, etc. are approved through Contract. A Master Price File will also be internally maintained and made available upon request.”
- 2. Line item 70 of “Table 11: Pricing and Delivery” of the Proposal is delete in its entirety and replaced with the following: “Vertosoft is proposing a large number of suppliers as a part of our submission and therefore a one size fits all approach regarding a price discount is not feasible. The file labeled “Contract 060624-VTO-Price Information” on the contract documentation portion of Vertosoft’s Sourcewell page will be the source for supplier discounts, ranging from 0-50% off MSRP.”

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 2/19/2025 | 11:34 PM CST

Vertosoft LLC

DocuSigned by:
By: Jay Colavita
B85871DC292A47C...
Jay Colavita, President

Date: 2/19/2025 | 7:57 PM PST

SUBJECT: Ordinance No. 2949 - Franchise Agreement with Forged Fiber 37, LLC
(First Reading)

CATEGORY: Ordinance

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Ordinance 2949 Forged Fiber 37 LLC Wireline Franchise

STAFF CONTACT: Andrea Marquez, City Attorney

SUMMARY BACKGROUND:

The City is authorized by law (RCW 35.99 and Federal Law) to grant franchises to utility companies to occupy public rights of way within the City limits for purposes of constructing, operating and maintaining utility facilities. Wireline franchises are in the public interest as they permit and encourage the broad expansion of telecommunication providers within jurisdictions. A franchise agreement is a non-exclusive easement to utilize the rights of way — essentially acting as a master permit — but does not circumvent permit processes or any other land use and development requirements like coordination with other franchises, plan reviews and permit fees, and the requirement to relocate the facilities at the Franchise holder's cost if any public project requires the utility infrastructure to move.

Forged Fiber 37, LLC (AT&T) is in the process of acquiring all of Lumen's telecommunication facilities, which requires a new franchise agreement between the City and Forged Fiber 37, LLC. However, this agreement maintains the status quo. No new facilities are anticipated to be constructed, unless maintenance or expansion in the future is required. The proposed franchise is for a period of 10 years, is non-exclusive, and requires insurance, bonding (or letter of credit) and indemnification of the City.

This franchise agreement largely mirrors the terms of the recently-adopted Ziply Fiber franchise agreement, so it is consistent with other similarly situated franchises in Sumner.

COUNCIL COMMITTEE/STUDY SESSION: Special Public Works Committee Meeting MEETING/STUDY SESSION DATE: 11/24/2025 COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

Motion to hold first reading on Ordinance 2949 authorizing the Mayor to execute and grant a Franchise to Forged Fiber 37, LLC on the terms and conditions outlined in the Franchise Agreement and in a form as approved by the City Attorney.

ORDINANCE 2949

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, GRANTING A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, OR REMOVE FIBER OPTIC CABLES WITHIN THE PUBLIC WAYS OF THE CITY OF SUMNER ("CITY") TO FORGED FIBER 37, LLC ("GRANTEE").

WHEREAS, Forged Fiber 37, LLC, a limited liability company organized and existing under the laws of the State of Delaware is a competitive telecommunications company providing telecommunication services, including voice, Internet and data services ("Wireline Communications Services"), which desires to occupy the City of Sumner rights-of-way to install, construct, operate, and maintain its telecommunications facilities and network for the purpose of providing services to its customers at locations within the City; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate and maintain telecommunication facilities within the boundaries of the City.

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits required in connection with construction activities in public ways which must be administratively approved by the City after review of specific plans; and

WHEREAS, Grantee shall be responsible for its actual costs in using, occupying and repairing public ways; and

WHEREAS, the City and Grantee desire to effectuate good coordination of the use of the rights-of-way; and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this ordinance are in the public interest.

WHEREAS, the City has the authority to grant, issue or deny franchises and use permits for the use of the right-of-way for telecommunications services subject to Chapter 12.90 of the Sumner Municipal Code ("SMC") but subject to applicable law; and

WHEREAS, the City and Grantee desire to enter into an agreement authorizing Grantee to use the Rights-of-Way throughout the City and specifying the terms and conditions under which said use may be made;

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY ORDAIN AND APPROVE:

Section 1. Franchise Agreement Approval.

1. Authority Granted. The City hereby grants to Grantee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege, and authority to construct, operate, maintain, replace, and use all necessary equipment and facilities thereto for the Telecommunications Facilities defined in Section 4 below. The Grantee is authorized to place its Telecommunications Facilities in, under, on, across, through, along, or below the specific rights-of-way of the City (the “Franchise Area”).

2. Authority Limited to Occupation of Rights-of-Way. The authority granted herein is a limited and non-exclusive authorization to occupy and use the rights-of-way of the City for the purpose of providing those Telecommunications Facilities (as defined in Section 4 below). This Franchise does not and shall not convey any right to Grantee to install its facilities on, under, over, across or to otherwise use City owned or leased properties of any kind without a valid lease agreement with the City. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the rights-of-way of the City to the Grantee. No reference herein to a public right-of-way shall be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and this Franchise may only grant than those rights which the City may have the undisputed right and power to give.

3. Permits Required. Grantee must obtain a permit from the City prior to performing any work within the rights-of-way. All facilities must be installed and maintained within the public rights-of-way in such manner and at such points so as not to inconvenience the public use of the public rights-of-way or to adversely affect the public safety and welfare.

4. Telecommunications Facilities.

4.1 The scope of this Franchise extends only to the wireline telecommunications facilities owned, operated or controlled by Grantee in the rights-of-way (the “Telecommunications Facilities”). This Franchise does not grant any rights in any easement granted for or in favor of any City or public utility facilities or operations.

4.2 This Franchise does not authorize the offering of Cable Services as defined in 47 U.S.C. § 522(6).

4.3 This Franchise does not authorize the installation of small wireless facilities as that term is defined in 47 USC 1.6002 or personal wireless facilities as that term is defined in RCW 35.99.010.

4.4 Unless the City and the Grantee have entered into a site-specific agreement or lease, this Franchise does not authorize Grantee to place new structures, including but not limited to poles and pedestals, in the rights-of-way regardless of height.

5. Terms, Conditions, and Provisions of SMC Chapter 12.90 Incorporated by Reference. The terms, conditions, and provisions of SMC Chapter 12.90 and Chapter 12.100 are incorporated herein by reference. All rights granted hereunder are subject to the terms, conditions, and requirements of SMC Chapters 12.90 and 12.100. The terms of this Franchise

shall supplement SMC Chapters 12.90 and 12.100. In the event of a conflict between this Franchise and SMC Chapter 12.90 or Chapter 12.100, the terms of this Franchise shall prevail.

6. Term of Franchise. The term of this Franchise shall be for a period of ten (10) years from the date the last party signs the Franchise, unless sooner terminated as provided herein.

7. Location of Facilities. Grantee may locate its Facilities anywhere within the Franchise Area, consistent the City's applicable Code requirements and the City's Design and Construction Standards. Grantee shall not be required to amend this Franchise to construct or acquire Facilities within the Franchise Area, provided that Grantee does not expand its Services to Cable Services or small wireless facilities.

8. Non-Exclusive Grant.

8.1 This Franchise shall not in any manner prevent the City from granting additional franchises or entering into other similar agreements or franchises in, under, on, across, over, through, along or below any rights-of-way of the City or other City-owned properties, nor from exercising such other powers and authorities granted to the City by law.

8.2 This Franchise shall in no way prevent or prohibit the City from using any of its rights-of-way or other City-owned properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvements, and dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way and other City-owned properties of every type and description.

8.3 This Franchise does not grant a vested right for any facility to be located or to remain at any specific location in the public right-of-way and any right, permission or consent to occupy any location in the public right-of-way shall be revocable and terminable at the discretion of the City and the facility therein removed at the cost of the Grantee in order to allow free and unencumbered use of the public right-of-way for public work or other public purpose as may be in the best public or municipal interest as determined by the City.

9. Relocation.

9.1 **Relocation Requirement.** The City may require Grantee, and Grantee covenants and agrees, to protect, support, temporarily disconnect, relocate, and remove, its Facilities within the City's rights-of-way as set forth in SMC Section 12.90.240 when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of and for public welfare, health, or safety or traffic conditions, dedications of new rights-of-way and the establishment and improvement thereof, widening and improvement of existing rights-of-way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency or as otherwise necessary for the operations of the City or other governmental entity, provided that Grantee shall in all such cases have the privilege to temporarily bypass in the authorized portion of the same rights-of-way upon approval by the City, which approval shall not unreasonably be withheld or delayed, any Facilities required to be temporarily disconnected or removed. For the avoidance of doubt, such projects

shall include any rights-of-way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, and not primarily for the benefit of a private entity, and shall not include, without limitation, any other improvements or repairs undertaken by or for the sole benefit of third party private entities. Collectively all such projects described in this Section 9.1 shall be considered a "Public Improvement Project". Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this Section 9.1 shall be borne by Grantee. Nothing contained within this Franchise shall limit Grantee's ability to seek reimbursement for relocation costs when permitted by RCW 35.99.060.

9.2 Notice and Relocation Process. If the City determines that the Public Improvement Project necessitates the relocation of Grantee's existing Facilities, the City shall provide Grantee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Grantee and consider the extent of Facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation. Grantee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2) or unless any delays are caused by a force majeure event. To provide guidance on this notice process, the City will make reasonable efforts to involve Grantee in the predesign and design phases of any Public Improvement Project. After receipt of the written notice containing the Relocation Date, Grantee shall relocate such Facilities to accommodate the Public Improvement Project consistent with the timeline provided by the City (unless delays are caused by a force majeure event) and at no charge or expense to the City, except as otherwise permitted by RCW 35.99.060. Such timeline may be extended by a mutual agreement.

9.3 Locate Facilities. Upon request of the City or of a third-party performing work on behalf of the City in the rights-of-way and in order to facilitate the design of the rights-of-way, Grantee agrees, at its sole cost and expense, to locate its Facilities so that the Facilities' location may be taken into account in the improvement design. Grantee shall also locate its Facilities upon the request of a third party. The decision as to whether any Facilities need to be relocated in order to accommodate the Public Improvement Project shall be made by the City upon review of the location and construction of Grantee's Facilities. The City shall provide Grantee at least fourteen (14) days' written notice to perform any location services necessary to locate Grantee's facilities.

9.4 Third Party Requests for Relocation. The provisions of this Section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities for projects that are not Public Improvement Projects. The City shall take into account payment by third parties of relocation costs or expenses in establishing or extending the Relocation Date.

9.5 Contractor Delay Claims. Grantee shall be responsible for the actual third party costs, City incurred expenses, and/or damages incurred by the City for delays in a Public Improvement Project to the extent the delay is caused by or arises out of Grantee's failure to comply with the final agreed upon schedule for the relocation other than as a result of a Force Majeure Event or causes or conditions caused by the acts or omissions of the City or any other reason outside of Grantee's reasonable control. Grantee agrees to work cooperatively with the City,

other franchisees and utilities and the City's third-party contractor with respect to the Public Improvement Project. Upon a notification of a delay due to Grantee's actions or inactions, Grantee agrees to work cooperatively with the City, other Grantees and utilities, and the City's third-party contractor to resolve such issues and if Grantee breaches its obligations under this Section 9 with respect to relocating its Facilities within the Franchise Area by the Relocation Date, and to the extent such breach causes a delay in the work being undertaken by the Public Improvement Project that results in a claim by the City's third party contractor(s) for costs, expenses and/or damages that are directly caused by such delay and are legally required to be paid by the City (each, a "Contractor Delay Claim"), the City may at its sole option: tender the Contractor Delay Claim to Grantee for defense and indemnification in accordance with Section 9.6 and Section 17; or require that Grantee reimburse the City for any such costs, expenses, and/or damages that are legally required to be paid by the City to its third-party contractor(s) as a direct result of the Contractor Delay Claim; provided that, if the City requires reimbursement by Grantee under this subsection, the City shall first give Grantee written notice of the Contractor Delay Claim and give Grantee the opportunity to work with the third-party contractor(s) to resolve the Contractor Delay Claim.

9.6 Indemnification. Grantee will indemnify, hold harmless and defend the City, in accordance with the provisions of Section 17, against any all claims, suits, actions, damages, or liabilities for delays to the extent caused by or arising out of the failure of Grantee to remove or relocate its facilities as required in this Section 9; provided that Grantee shall not be responsible for indemnifying, holding harmless or defending City for any claims due to delays not caused by grantee or to the extent caused by the negligence, willful misconduct or unreasonable delay of the City or any third party.

9.7 City's Costs. If Grantee fails, neglects, or refuses to remove or relocate its Facilities as described in this Section 9, except for in Section 9.4, then the City may perform such work or cause it to be done, and the City's reasonable and direct costs shall be paid by Grantee pursuant to Section 12.

9.8 Survival. The provisions of this Section 9 shall survive the expiration or termination of this Franchise for so long as Grantee continues to have Facilities in the rights-of-way.

10. Undergrounding of Facilities.

10.1 The parties agree that this Franchise does not limit or expand the City's authority under federal, law, or local laws, to require the undergrounding of utilities, including without limitation RCW 35.99.

10.2 Whenever all new or existing telephone, cable television, and electric utilities are located or relocated underground within public ways, the Grantee that currently occupies the same public ways shall concurrently relocate its Facilities underground in the manner required by SMC 12.90.120 and/or specified by the City Engineer or designee at no expense or liability to the City. Grantee shall only be required to pay its proportionately fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share

shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

10.3 Grantee will maintain registration with the Utility Coordinating Council One Call Center, or other similar or successor organization designated to coordinate underground equipment locations and installations. Grantee shall abide by RCW Chapter 19.122 (Washington State's "Underground Utilities" statutes) and will further comply with and adhere to local procedures, customs and practices relating to the one call locator service program.

11. Facilities for City's Use.

Grantee shall inform the City with at least thirty (30) days' advance written notice, when feasible or reasonable, that it is constructing, relocating, or placing ducts or conduits in the rights-of-way and provide the City with an opportunity to request that Grantee provide the City with additional duct or conduit and related structures necessary to access the conduit at City's costs and expense pursuant to RCW 35.99.070 and SMC 12.90.120(E).

12. Recovery of Costs.

12.1 Grantee shall be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City.

12.2 Where the City incurs reasonable costs and expenses for which a fee is not established, Grantee shall reimburse the City the actual administrative expenses incurred by the City that are directly related to receiving and approving a permit, license, and this Franchise, to inspecting plans and construction, or to the preparation of a detailed statement pursuant to chapter 43.21C RCW. These fees may include reimbursement for time associated with attorneys, consultants, City Staff and City Attorney's Office review.

12.3 Grantee shall pay a fee for the actual administrative expenses incurred by the City that are related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise. Grantee shall pay all costs of publication of this Franchise and any and all notices prior to any public meeting or hearing in connection with this Franchise. Grantee shall pay the reimbursements pursuant to this Section 12.3 upon acceptance of this Franchise. No permits shall be issued for the installation of Facilities until such time as the City has received payment of this fee. Grantee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency involving Grantee's Telecommunications Facilities.

12.4 Grantee shall reimburse the City for any costs incurred by the City in removing any Grantee Telecommunication Facilities upon abandonment, or in response to an emergency involving Grantee's Facilities.

12.5 Whenever necessary, after construction or maintaining any of Grantee's facilities within the rights-of-way, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the surface and subsurface disturbed by Grantee to as good or better condition as it was in before the work began, reasonable wear and tear excepted. Grantee shall replace any property corner monuments, survey reference or equipment that were disturbed or destroyed during

Grantee's work in the rights-of-way. Such restoration shall be done in a manner consistent with applicable codes and laws and to the City's satisfaction and specifications where applicable. If Grantee fails to undertake such repairs as herein provided, the City may perform the repairs at Grantee's expense. In the event that the use of any part of the system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system equipment or facilities have been installed in any public ways or rights of- way without complying with the requirements of this Franchise or other City ordinances, or the Franchise has been terminated or has expired, upon receiving fourteen (14) business days prior written demand from the City, the Grantee shall promptly commence to remove, at its expense, such affected equipment or Facilities, other than any which the City may permit to be abandoned in place, from the public rights-of-way. Any removal shall be completed within one-hundred eighty (180) days from receipt of the City's written demand. In the event of such removal, the Grantee shall promptly restore the public ways or rights-of-way from which such property has been removed to a condition reasonably satisfactory to the City. Any of Grantee's affected equipment or facilities remaining in place after the expiration of the one hundred eighty (180) days after the termination or expiration of the Franchise, and upon written notice from the City, shall be considered permanently abandoned. The City may extend such time with prior written request from the Grantee, such request shall not be unreasonably withheld. Any equipment or facilities of the Grantee that the City allows to be abandoned in place shall be abandoned in such manner as the City shall prescribe. Upon Grantee's permanent abandonment of the equipment or facilities in place, the equipment or facilities shall become the City's property, and the Grantee shall submit an instrument in writing to the Public Works Director, to be approved by the City Attorney, transferring the ownership of such equipment or facilities to the City.

12.6 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Grantee with the City's itemization of costs at the conclusion of each project for information purposes. Reservation of Rights.

12.7 Grantee's operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result of these statutes and other federal law, the City will not impose a franchise fee under the terms of this Franchise. The parties shall, in good faith, negotiate a franchise fee on Grantee if Grantee's operations as authorized by this Franchise change such that the s prohibitions of RCW 35.21.860 or federal law no longer apply, or if prohibitions on the imposition of such fees are removed. Nothing contained herein shall preclude Grantee from challenging any such new fee or separate agreement under applicable federal, state, or local laws and such fee shall be suspended while any such challenge is pending.

13. Unsafe Working Conditions.

On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:

1. Be in writing;
2. Be given to the person doing the work or posted on the work site;
3. Be sent to Grantee by overnight delivery;
4. Indicate the nature of the alleged violation or unsafe condition; and
5. Establish conditions under which work may be resumed.

14. Dangerous Conditions; Authority for City to Abate.

14.1 Whenever construction, installation, or excavation of Grantee's telecommunications facilities has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the City Engineer may reasonably require Grantee, at Grantee's own expense, to take action to protect the public, adjacent public places, City-owned property, streets, and utilities. Grantee shall be required to take action immediately and without notice from the City or within a prescribed time indicated in writing from the City.

14.2 In the event that Grantee fails or refuses to promptly take the action as directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, and other City property, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Grantee shall be liable to the City for the reasonable costs thereof.

15. Safety and Maintenance Standards.

15.1 Grantee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the rights-of-ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Grantee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its facilities. Additionally, Grantee shall keep its facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. By way of illustration and not limitation, Grantee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Grantee, the City reserves the general right to inspect the facilities to evaluate if they are constructed and maintained in a safe condition.

15.2 Additional standards include:

15.2.1 All installations and maintenance of equipment, lines, and ancillary facilities shall be installed and maintained in accordance with industry-standard practices and shall comply with all federal, State, and local regulations, ordinances, and laws.

15.2.2 Any opening or obstruction in the rights-of-way or other public places made by Grantee in the course of its operations shall be protected by Grantee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

16. Work of Contractors and Subcontractors. Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

17. Indemnification; Exclusion of Damages.

17.1 Grantee releases, covenants not to bring suit against, and agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, volunteers, and representatives from any and all claims, reasonable costs, judgments, awards, or other liability asserted by a third party to the extent related to any injury or death of any person or damage to property caused by or arising out of any negligent, fraudulent, or willful acts or omissions of Grantee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise. These indemnification obligations shall extend to such claims that are not reduced to a suit and any claims that may be compromised, with Grantee's prior written consent, prior to the culmination of any litigation or the institution of any litigation. Notwithstanding the foregoing, Grantee's covenant to indemnify the City and not to bring suit does not apply to claims, costs, judgments, awards or liabilities arising from the City's sole negligence, gross negligence, or willful misconduct.

17.2 Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance by Grantee of any of its obligations under this Section 17.

17.3 The City shall promptly notify Grantee of any claim or suit and request in writing that Grantee indemnify the City, pursuant to this Section 17. Grantee may choose counsel to defend the City subject to this Section 17. City's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event that Grantee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, Grantee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. Grantee may accept defense of a claim or claims under a reservation of rights in which case, a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) determines that such claim or claims were not subject to Grantee's obligations under this Section, City shall promptly reimburse Grantee for all costs and expenses, including attorneys' fees, incurred in the defense of the claim or claims.

17.4 Grantee is indemnifying the City and controlling the defense. Nonetheless, it is the City's discretion to engage separate counsel if it deems there is a conflict of interest. Counsel have procedures, and ethical requirements, to deal with conflicts. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, then upon the prior written approval and consent of Grantee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Grantee shall pay the reasonable fees and expenses of such separate counsel, except that Grantee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

17.5 Except to the extent that damage or injury arises from the sole negligence or willful misconduct of the City, its officers, officials, employees, or agents, the obligations of Grantee under the indemnification provisions of this Section 17 and any other indemnification provision herein shall apply. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Grantee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Grantee for claims made against the City by Grantee's employees. This waiver has been mutually negotiated by the parties.

17.6 Notwithstanding any other provisions of this Section 17, Grantee assumes the risk of damage to its Facilities located in the rights-of-way and upon City-owned property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any solely negligent, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, elected or appointed officials, or contractors.

17.7 The provisions of this Section 17 shall survive the expiration, revocation, or termination of this Franchise.

17.8 NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ATTORNEY FEES OR LOST PROFITS, TIME, SAVINGS, GOODWILL, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, ARISING FROM OR IN CONNECTION TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. Grantee further agrees to indemnify, hold harmless, and defend the City against any third-party claims for damages, including, but not limited to, business interruption

damages, lost profits, and consequential damages, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, or contractors, except to the degree caused by the City's sole negligence, gross negligence or willful misconduct.

18. Insurance.

18.1 Grantee shall procure and maintain for so long as Grantee has Facilities in the rights-of-way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Grantee. Grantee shall require that every subcontractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Grantee. Grantee shall procure insurance from insurers with a current A.M. Best rating of not less than A:VII. Grantee shall provide a copy of a certificate of insurance and blanket additional insured endorsement to the City for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

- (a) Automobile Liability insurance with limits of no less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- (b) Commercial General Liability insurance, written on an occurrence basis with limits of no less than \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, blanket contractual; premises; operations; independent contractors; products and completed operations; and broad form property damage; explosion, collapse and underground (XCU).
- (c) Pollution liability shall be in effect throughout the entire Franchise term, with a limit of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate
- (d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable.
- (e) Excess Umbrella liability policy with limits of no less than \$5,000,000 per occurrence and in the aggregate. Grantee may use any combination of primary and excess to meet required total limits.

18.2 Payment of deductible or self-insured retention shall be the sole responsibility of Grantee. Grantee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 18. Grantee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies.

18.3 The required insurance policies, with the exception of Workers' Compensation and Employer's Liability, and Pollution Liability obtained by Grantee shall include the City, its officers, officials, employees, representatives, engineers, consultants, agents, and volunteers ("Additional Insureds"), as an additional insured under this Franchise, with coverage at least as broad as Additional Insured Managers Lessors of Premises ISO form CG 00 01 and/or CG 20 26. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Grantee shall provide to the City upon acceptance a certificate of insurance and blanket additional insured endorsement. Receipt by the City of any certificate showing less coverage than required is not a waiver of Grantee's obligations to fulfill the requirements. Grantee's required general and auto liability insurance shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Grantee's required insurance and shall not contribute with it.

18.4 Upon receipt of notice from its insurer(s) Grantee shall provide the City with thirty (30) days prior written notice of any cancellation of any insurance policy that is not immediately being replaced, required pursuant to this Section 18. If Grantee does not immediately replace its cancelled policy with one meeting this requirements of this agreement, Grantee shall, prior to the effective date of the notified cancellation, obtain replacement insurance policies meeting the requirements of this Section 18.1. Failure to provide the insurance cancellation notice and to furnish to the City replacement insurance policies meeting the requirements of this Section 18 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 22 below, subject to the applicable cure periods.

18.5 Grantee's maintenance of insurance as required by this Section 18 shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Grantee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Grantee. If Grantee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Grantee.

18.6 The City may review all insurance limits once every calendar year during the Term and may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to Grantee. Grantee shall then issue or provide a certificate of insurance to the City showing compliance with these adjustments. Upon request by the City, Grantee shall furnish certificates of insurance, including endorsements, required in this Franchise and evidence of all contractors' coverage.

18.7 As of the Effective Date of this ordinance, Grantee is self-insured for Pollution liability and Commercial General Liability property damage. Should Grantee wish to become self-insured for other levels outlined in this Franchise at a later date, Grantee or its affiliated

parent entity shall comply with the following: (i) provide the City, upon request, a copy of Grantee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Grantee or its parent company is responsible for all payments within the self-insured retention; and (iii) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

19. Security Fund and Liquidated Damages.

19.1 At the same time as providing acceptance of this Franchise, Grantee shall establish a permanent security fund in the amount of Fifty Thousand Dollars (\$50,000) to guarantee the full and complete performance of the requirements of this Franchise, the requirements of SMC Chapter 12.90, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to Grantee to comply with the codes, ordinances, rules, regulations, or permits of the City. The Grantee may provide, in lieu of a cash security deposit to the City, an unconditional letter of credit made out to the City, or bond in the amount of Fifty Thousand Dollars (\$50,000) to secure performance under this Franchise. The letter of credit or bond shall be in the form acceptable to the City Attorney.

19.2 If Grantee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, the City shall provide Grantee with written notice specifying with reasonable particularity the nature of any such breach and Grantee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Grantee does not comply with the specified conditions, City may, at its discretion, (1) commence revocation proceedings, pursuant to SMC 12.90.350(C), (2) refuse to grant additional permits, (3) claim liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day against the Security Fund, or (4) pursue other remedies to compel or force Grantee to comply with the terms hereof. If liquidated damages are used, then those damages shall be the exclusive monetary remedy for the breach.

19.3 Neither the right to liquidated damages nor the payment of liquidated damages shall bar or otherwise limit the right of the City in a proper case to utilize any other remedies available in equity or law.

19.4 Before any sums are withdrawn from the security fund, the City shall give written notice to the Grantee:

19.4.1 Describing the act, default or failure to be remedied, or the damages, costs or expenses which the City has incurred by reason of Grantee's act or default regarding the installation, maintenance, repair or removal of telecommunications facilities in the rights-of-way, other ways or upon City property or in connection with restoration of the foregoing;

19.4.2 Providing a reasonable opportunity for Grantee to first remedy the existing or ongoing default or failure regarding the installation, maintenance, repair or removal of the Facilities;

19.4.3 Providing a reasonable opportunity for Grantee to pay any monies due the City before the City withdraws the amount thereof from the security fund, if applicable; and

19.4.4 That Grantee will be given an opportunity to review the act, default or failure described in the notice with the City or his or her designee.

19.5 Grantee shall replenish the security fund within 14 days after written notice from the City that there is a deficiency in the amount of the fund.

19.6 Upon termination or expiration of the Franchise all funds remaining in the Security Fund shall be returned to Grantee within thirty (30) days after removal of Grantee's Telecommunications Facilities within the rights-of-way.

20. Remedies Cumulative. All remedies under SMC Chapter 12.90 and this Franchise are cumulative unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall the exercise of a remedy or the payment of liquidated damages or penalties relieve Grantee of its obligations to comply with this Franchise. Remedies may be used singly or in combination; in addition, the City may exercise any rights it has at law or equity. Recovery by the City of any amounts under insurance, the performance bond, the security fund or letter of credit, or otherwise, does not limit a Grantee's duty to indemnify the City in any way; nor shall such recovery relieve Grantee of its obligations under this Franchise, limit the amounts owed to the City, or in any respect prevent the City from exercising any other right or remedy it may have.

21. Modification. The City and the Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment or modification.

22. Revocation. The rights granted under this Franchise may be revoked or forfeited as provided in SMC Chapter 12.90 as said Chapter presently exists or is hereafter amended.

23. No Waiver. The failure of the City to insist on timely performance or compliance by Grantee shall not constitute a waiver of the City's right to later insist on timely performance or compliance by Grantee. The failure of the City to enforce any provision of SMC Chapter 12.90 on any occasion shall not operate as a waiver or estoppel of this right to enforce any provision of SMC Chapter 12.90 on any other occasion, nor shall the failure to enforce any prior ordinance, law or contractual provision affecting Grantee's facilities act as a waiver or estoppel against application of SMC Chapter 12.90, this Franchise or any other provision of applicable law.

24. City Ordinances and Regulations. Grantee agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. This Franchise is subject to ordinances of general applicability enacted pursuant to the City's police powers. Neither the granting of this Franchise, nor any provision thereof, shall constitute a waiver or bar to the exercise of any governmental right or power, police power, or regulatory power of the City as may exist at the

time this Franchise is issued or thereafter be obtained. Nothing herein shall be deemed to direct or restrict or expand the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any telecommunications facilities by the Grantee, and Grantee shall promptly conform with all such regulations, unless compliance would cause the Grantee to violate other requirements of law.

25. Severability. If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

26. Assignment. This Franchise may not be assigned or transferred except as provided in SMC 12.90.370.

27. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:

City of Sumner
Attn: Mike Dahlem
Public Works Director
1104 Maple St.
Sumner, WA 98390
(253) 299-5702
miked@sumnerwa.gov

Grantee:

Forged Fiber 37, LLC c/o AT&T
Attn.: Legal Dept – Network Operations
Re: Sumner Franchise Agreement (WA)
208 S. Akard Street
Dallas, TX 75202-4206
FF_Right_Of_Way@att.com

28. Notice of Tariff Changes. If applicable to Grantee, Grantee shall, when making application for any changes in tariffs affecting the provisions of this Franchise, notify the City in writing of the application and provide the City Engineer with a copy of the submitted application within three days of filing with the Washington Utilities and Transportation Commission or other regulatory body. If applicable to Grantee, Grantee shall further provide the City Engineer with a copy of any actual approved tariff change affecting the provisions of this Franchise.

29. Eminent Domain. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of Grantee's Telecommunications Facilities for the fair market value thereof. In determining the value of such Telecommunications Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

30. Vacation. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to Grantee by

reason of such vacation. The City shall notify Grantee in writing not less than sixty (60) days before vacating all or any portion of any such area in which Grantee has Telecommunications Facilities. The City may, after sixty (60) days written notice to Grantee, terminate this Franchise with respect to such vacated area.

31. Condition of Facilities. Grantee shall, at its own expense, maintain its Facilities in a safe condition, in good repair and in a manner suitable to the City. Additionally, Grantee shall keep its Facilities free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services.

32. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the substantially prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

33. Hazardous Substances. Grantee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Grantee allow any of its agents, contractors or any person under its control to do the same. Grantee will be solely responsible for and will defend, indemnify and hold the City, its agents and employees harmless from and against any and all direct claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Grantee's use, storage, or disposal of hazardous substances or the use, storage or disposal of such substances by Grantee's agents, contractors or other persons acting under Grantee's control.

34. Acceptance. Acceptance shall occur upon Grantee's filing with the City Engineer all of the following: (i) this executed Franchise; (ii) certificate of insurance and additional insured endorsement pursuant to Section 18; and (iii) establishment of the security fund required pursuant to Section 19. The effective date of this Franchise shall be the date upon which Grantee has filed all of the acceptance documents listed in the preceding sentence (the "Effective Date").

Acceptance shall occur within sixty (60) days after the approval of the Franchise by the City Engineer. If an administrative fee pursuant to Section 12 is due, then issuance of any Right-of-Way Use Permit will not occur until receipt of the administrative fee.

35. Governing Law. This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Pierce County Superior Court.

36. Survival. All of the provisions, conditions and requirements of Section 5, 9, 10, 12.6, 17, 18, 24, and 35 shall survive the expiration or termination of this Franchise, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the legal representatives and assigns of the Grantee and all privileges, as well as all obligations and liabilities of the Grantee shall inure to its legal representatives, successors and assigns equally as if they were specifically mentioned wherever the Grantee is named herein.

37. Miscellaneous.

37.1 City and Grantee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

37.2 Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

37.3 This Franchise may be enforced at both law and equity.

37.4 This Franchise may be executed in duplicate counterparts, each of which shall be deemed an original.

37.5 Grantee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all applicable marking and lighting requirements of the FAA and the FCC. Grantee shall indemnify and hold the City harmless from any fines or other liabilities caused by Grantee's failure to comply with such requirements. Should Grantee or the City be cited by either the FCC or the FAA because the premises or Grantee's equipment is not in compliance and should Grantee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately on notice to Grantee or proceed to cure the conditions of noncompliance at Grantee's expense.

Section 2. Severability. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity off the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, this ordinance is deemed to control.

Section 3. Effective Date. This ordinance shall be effective five (5) days from and after its passage approval and publication as provided by law.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection number; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 5. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Passed by the City Council and approved by the Mayor the of the City of Sumner, Washington, at a regular meeting thereof this 5th day of January, 2026.

IN WITNESS WHEREOF, this Franchise is entered into and granted on _____, 20____, by and between the City of Sumner ("City"), a Washington municipal corporation, and Forged Fiber 37, LLC ("Grantee"). Grantee accepts all of the terms and conditions of this Franchises as of the Effective Date.

CITY OF SUMNER

GRANTEE: Forged Fiber 37, LLC

By: _____

Its: _____

By: _____

Mayor

By: _____

Title: _____

APPROVED AS TO FORM:
SUMNER CITY ATTORNEY:

By: _____