Region 4 Education Service Center (ESC) Contract

 # R190103

for

Online Registration and Automated Payment Solutions

KEV Group, Inc.

Effective: January1, 2019

The following documents comprise the executed contract between Region 4 Education Service Center and Fairfax Imaging, effective January 1, 2019:

I. Appendix A: Vendor Contract
II. Offer and Contract Signature Form
III. Supplier's Response to the RFP, incorporated by reference

TAB 1

Contract and Offer and Contract Signature Form
(Appendix A)

Terms and Conditions Acceptance Form
(Appendix B)

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of **December 11***, 2018 by and between* ***KEV Group, Inc****. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Online Registration and Automated Payment Solutions ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number 19-01 for Online Registration and Automated Payment Solutions ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with National IPA.

1) Term of agreement. The Contract is for a period of two (2) years. Region 4 ESC shall have the right to renew the Contract for three (3) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

i. This Contract
ii. Offeror's Best and Final Offer
iii. Offeror's proposal
iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

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

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

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: kEV Group Inc.

Address: 300 S Hulen Street Suite 124-562

City/State/Zip: Fort Worth, TX 76104

Telephone No.: 866-891-9138

Email Address: josh@kevgroup.com

Printed Name: Joshua Shural

Title: Director of Operations

Authorized signature: _____

Accepted by Region 4 ESC:

Contract No. R190103

Initial Contract Term January 1, 2019 to December 31, 2021

Faye B. Bryant
Region 4 ESC Authorized Board Member

12/11/18
Date

Faye B. Bryant
Print Name

Carmen T. Moreno
Region 4 ESC Authorized Board Member

12/11/18
Date

Carmen T. Moreno
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
16	Payments	Districts opting into this contract shall pay HEB's standard terms	YES

TAB 2

Products and Pricing

Products and Pricing

1. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.
2. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

   a. Manufacturer part #
   b. Offeror's Part # (if different from manufacturer part #)
   c. Description
   d. Manufacturers Suggested List Price and Net Price
   e. Net price to Region 4 ESC (including freight)

   Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
3. Is pricing available for all products and services?
4. Describe any shipping charges.
5. Provide pricing for warranties on all products and services.
6. Describe any return and restocking fees.
7. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
8. Describe how customers verify they are receiving Contract pricing.
9. Describe payment methods offered.
10. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
11. Describe how future product introductions will be priced and align with Contract pricing proposed.
12. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Executive Summary

Over the past 22 years, KEV Group's comprehensive fee management solutions have earned the trust of over 500 school districts (encompassing over 17,000 schools). Our solutions are an integrated set of proven modules designed to solve for the problem with cash in schools, and those modules include *School Cash Accounting, School Cash Catalog, School Cash Online, School Cash Register Point-of-Sale,* and *Digital Custom Forms*, with integration into third-party systems including student information and central finance. View an overview video on our homepage at https://kevgroup.com.

Large projects are not new to KEV Group. In fact, across North America, large school systems have selected our solutions, including the Hawaii Department of Education, Austin Independent School District, Cypress-Fairbanks Independent School District, Klein Independent School District, Palm Beach County School District, Toronto District School Board, and more. Collectively, more than 1.5 million parents from our family of school district customers have made the shift from in-school cash and check payments and paper-based forms to online payments and digital forms, yielding their districts:

- incredible time savings for teachers, front office staff, and the district finance team
- significant reductions in fraud, loss, and misappropriation of funds
- meaningful cost savings and environmental stewardship, rooted largely in paper and ink reduction and elimination through the use of digital custom forms
- measurable increases in school profits through fundraising efforts, ignited by online buying behaviors
- increased parent engagement, as email notifications replace paper-based notifications lost in backpacks
- student-level financial accountability and transparency enabled through digital footprints over every transaction
- complete financial visibility through data-rich school and district reporting

While school districts imagine the long-term possibility of schools going 100% cashless via online payments, it is critically important to consider what happens when some parents continue to send payments via cash and check. Our ability to handle both online and traditional payment methods is what sets us apart from all other solutions, as our *School Cash Accounting* module addresses that variable like no other. Other solutions tend to focus exclusively on the online component or the point-of-sale solution; and while ours addresses those two extremely well, it's our cash management component that should not be overlooked or minimized. It is a game changer, built to address the reality of buying behaviors and change management within the parent and student community.

The impact the *School Cash Suite* is having on districts is transformational. Over the past year, we have unleashed our team of School Fund Management Consultants to help districts discover, quantify, and measure the value of shifting from current practices to adopting our fee management system. Our products are loved by our customers. Letters and phone calls of gratitude from parents reach our inboxes daily. School front office staff use phrases like "life changer" when referring to the tools we've empowered them with. Superintendents find comfort in knowing that public funds are safeguarded from risk, and the district's reputation is safe from making headlines from which it can take years to recover.

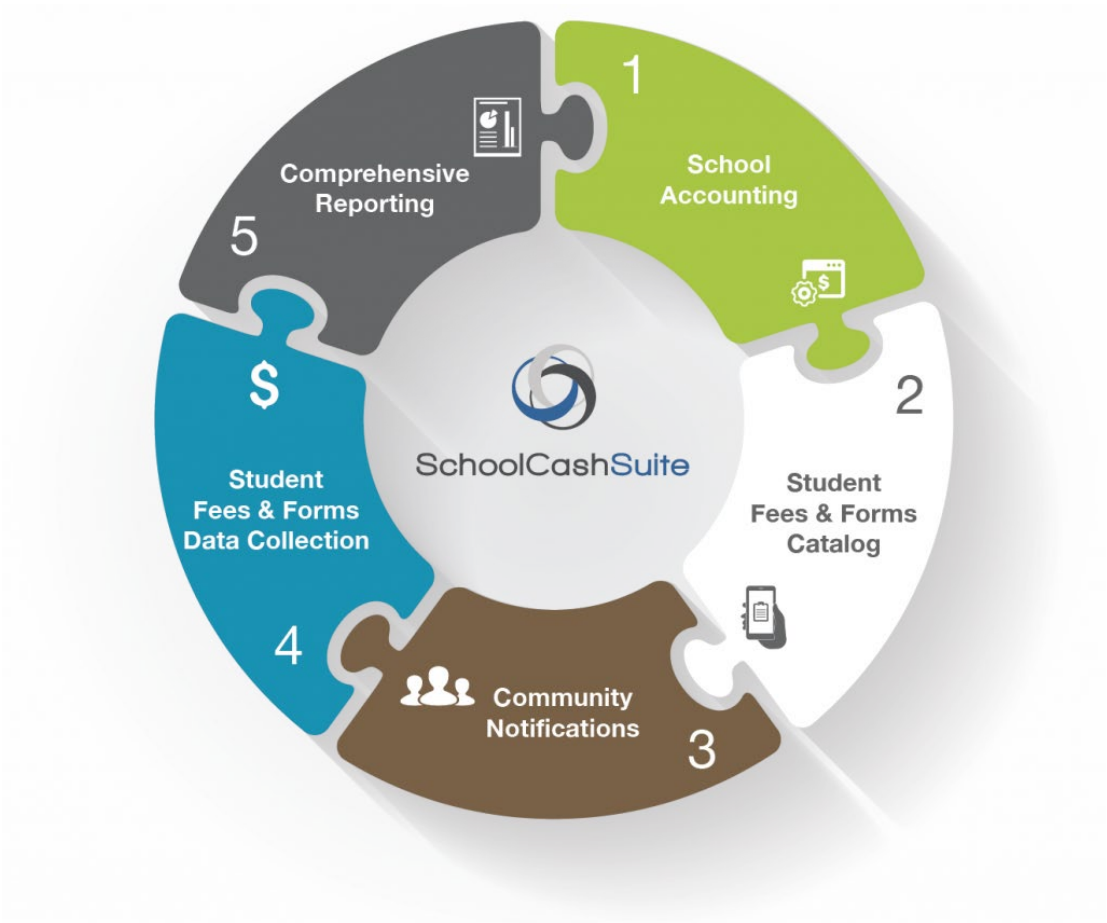
We are different from all other vendors in this space because we were built exclusively for education by education. It's all we do. And every year, for the past 22 years, our nimble and highly responsive team takes the time to listen to our regional advisory groups – made up of school district finance staff from a cross section of school districts – to help inform our product roadmap. And every year, we all come together to learn, to collaborate, and have fun at our regional User Group Conferences. We are like no vendor you will come across.

Our usage rates are unparalleled, enabled through our obsession in making software easy to use for district and school staff, custom training and implementation, ongoing nurturing and support, alongside leveraging best and innovative practices to drive parent adoption.

We commend the Region 4 Education Service Center for taking this bold step in K-12 business process transformation, and we are grateful for the opportunity to partner with you.

Ben Cade
Account Executive
KEV Group

School Cash Suite



For a complete overview our products, please visit https://kevgroup.com/products/

School Cash Suite is a web-based solution designed to track every dollar flowing through schools. *School Cash Suite* fully integrates online payments, fee management, digital forms, and school-level accounting. The system ensures that schools and school districts have the most secure and efficient management possible of their School Activity Funds.

School Cash Online (Online Payments)

School Cash Online makes it possible for schools to offer parents the convenience of online purchasing and fee payment. Parents receive an email notification, login to the online payment site, register, add their students to their account, and then make payments automatically with a credit card, debit card or ACH bank draft. Using *School Cash Online*, parents can receive regular email communications, see only the items assigned to their students, pay fees, make purchases, view their online transaction history, and print receipts whenever necessary. Other features include:

- Displays only items assigned to a student's profile
- Automatic email notifications and reminder notices for payments
- Parents can pay for items for students in multiple schools
- Ability to handle scheduled installment payments over a designated period of time
- All payments are posted to the *School Cash Accounting* general ledger in real-time
- Community events/items intended for public purchase (e.g., sporting events, drama productions, donations, etc.) can be listed
- User-friendly shopping cart experience – checkout once for all purchases for all students
- PCI-DSS compliance
- Over 100 languages are available to parents

School Cash Online is built to be easy to use for any parent/guardian user. The interface will be familiar to anyone who has made an online purchase through any e-commerce platform. For a returning user, the shopping experience is as follows:

1. **Sign-in:** The user will log-in using her email address and password that was setup during the account registration process.

Example 1

Proprietary and Confidential

2. **Select Items:** Once signed-in, the user can click on the "Items" link at the top of the page. Each student that the user adds to her account will show up as a separate tab in the page. Upon selecting a student, the user will be able to see the list of items that have been assigned to the student by the school.

Example 2

Proprietary and Confidential

3. **Check-out:** Once the user has added all the items she wishes to purchase to her cart, she can review the items selected and proceed to checkout.

Example 3

Proprietary and Confidential

4. **Enter Payment Information:** Next, the user will be prompted to select her preferred payment method. The payment methods available are customizable by the district. When the user is paying by credit card, she will be prompted to enter the credit card type, card number, expiry date, security code, and the name on the card.

Example 4

Proprietary and Confidential

5. **Confirm Billing Address:** After entering her payment information, the user is taken to the Billing Address Confirmation page where she needs to confirm her billing address. This information will auto-populate from the information associated with the user's account.

Example 5

Proprietary and Confidential

6. **Review Order:** As a final step, the user is asked to review her order before processing the payment. She can review a summary of the items and the payment information in order to minimize errors.

Example 6

Proprietary and Confidential

7. **Confirmation:** Once the payment is successfully processed, the user will receive a thank you message along with the links to print the receipts. The user's payment history will also be updated and can be referenced in the future.

Example 7

Proprietary and Confidential

8. **Electronic Receipts:** Immediately after the payment is processed, the user will receive and email confirmation containing a receipt from her purchase.

Example 8

Proprietary and Confidential

9. **Parent Notifications:** When new fees become available for purchase, parents will receive an immediate email notification.

Example 9

Proprietary and Confidential

10. **Parent Reminders:** The system will also allow for scheduled reminder emails to parents for outstanding fees.

Example 10

Proprietary and Confidential

School Cash Catalog (Fee Creation)

School Cash Catalog assists schools in assigning, tracking, and recording required and optional items for their school or district. With student-specific fee assignments, parents will only see the items pertinent to their students. Features include:

- Activation of items for purchase based on a start and end date
- Customization of items with options, pictures, and permission forms
- Assignment of items by all students, or by homeroom, grade, course, team, club, or individuals
- Inventory control feature to monitor your sales and remaining stock
- Item revenue can be split between categories in unlimited combinations
- Refunds can be processed for any online transactions
- Multiple reports available to track payments, outstanding balances, etc.

The *School Cash Catalog* offers an intuitive *Item Creation Module* that allows school staff to easily setup fees for students to purchase. The process consists of two simple steps. First, the school staff will be prompted to enter information specific to the fee's setup. Second, the school staff will determine to which students the fee should be invoiced.

Fee Setup: The *Item Creation Module* allows for customizable fees to be created. School staff can limit the time that the fee is available, the quantity available, and the quantity available per person. The bank account and category of the fee are also adjustable. Additional functionality includes a fee reminder email and recurring payments option for larger fees to be separated into scheduled installments.

Example 11

Proprietary and Confidential

Proprietary and Confidential

Fee Assignment: Once the fee is customized, school staff will have the ability to determine which students should receive the invoice. Information is pulled directly from the district's Student Information System to allow for fees to be assigned by grade, course, homeroom, groups (such as clubs), or individually.

Example 12

Proprietary and Confidential

School Cash Accounting (Required)

KEV Group's *School Cash Accounting* (SCA) is an easy-to-use web-based software tool that automates the collection, disbursement, and management of School Activity Funds. The required *School Cash Accounting* module fully integrates with all other components of the *School Cash Suite*, and this unprecedented level of integration makes school cash management as effortless as possible, in addition to minimizing instances of fraud and human error. When payments are received (either online through *School Cash Online* or via cash and check), payments are recorded onto the school's general ledger in real-time, and batch reports will be generated which will display all payments made for each deposit.

School Cash Accounting plays a vital role in overall school cash management, and it offers a rich array of school-level services including receipting and other tools that simplify and ease the workload for front office staff. SCA reduces the time it takes to receive money from the variety of sources encountered by schools every day. By automating data input, schools are assured of higher accuracy when dealing with frequent cash and check remittances associated with School Activity Funds. In addition, the following list includes key features of SCA for accounting transactions:

- Automatically generated receipts
- Non-sufficient funds tracker
- Ability to write and print checks
- Vendor maintenance
- Purchase orders and encumbrance tracking
- Invoice tracking
- District-controlled GL account numbers
- Query ledger transactions
- Easy to use transfer module
- Intuitive design of data entry and menus
- Includes a change fund module
- Bank reconciliation
- Reports export to multiple formats
- Detailed audit trail and district-level auditing of school activities
- Automated year-end rollover

The module enables districts to close the circle on cash management, decisively meet and respond to cash handling concerns, provide full transparency over all school transactions, and offer consolidated reporting. *School Cash Accounting* takes the worry out of district financial reporting and internal audits, and it includes integrated student accounts payable and accounts receivable modules to help schools track every dollar received from students and parents along with any outstanding obligations while rolling into the district's financial chart of accounts to provide comprehensive reporting. In the pages that follow, we have included other key features available in *School Cash Accounting*.

Chart of Accounts: *School Cash Accounting* offers a fully customizable chart of accounts to meet the unique financial reporting needs of school districts.

Example 13

Proprietary and Confidential

Details

- Categories can be established to record every revenue and expense transaction that occurs within a school (e.g., Chess Club, Robotics Club, 6th Grade Field Trips, etc.).
- Umbrella category classifications can be used to group related categories (e.g., Clubs, Field Trips, etc.) for reporting.
- Categories can be flagged based on district-level classifications (e.g., General Funds vs. Restricted Funds).
- Transaction codes can be established to record transactions based on specified revenue and expense classifications.

Trial Balance Report: Allows the user to view the revenues and expenses from Categories over a specific time range as well as the current cash balance within the Category.

Example 14

Proprietary and Confidential

Details

- Report can be filtered for specific Category Umbrella classifications.
- Information can be sorted by Category Name or Category Number.
- Users can use the search functionality to find specific text.
- Report can be printed and exported into PDF and CSV formats.
- Previous financial years can also be queried.

General Ledger Inquiry: *School Cash Accounting* empowers school bookkeepers to track all the school transactions in the *Ledger Inquire* module. The *Ledger Inquire* Module includes all transaction types including cash deposits, check deposits, check disbursements, and online deposits.

Example 15

Proprietary and Confidential

Journal Entries: *School Cash Accounting* offers a *Journal Entry Module* that allows users to record offsetting debit/credit transactions applied to two separate categories.

Example 16

Proprietary and Confidential

Cash Receipting: The *Deposits Module* within *School Cash Accounting* allows schools to easily automate the process of collecting cash and check revenues.

1. **Entering Transactions**: The *Deposit Module* provides a comprehensive set of features to ensure that the funds flowing into schools are being recorded properly.

Example 17

Proprietary and Confidential

Details

- Users can record the individual's name from whom the funds were received.
- To save time and increase accuracy, users can directly enter quantities for the denominations of bills, loose coins, and rolled coins being accepted. Checks can also be recorded. The form automatically calculates the total amount.
- Users can record the category that the funds should be recorded under. Revenues can even be split into multiple categories in whatever ratio is required.
- Users can record specific households or individuals from whom checks are being received.
- The quick fill feature automatically populates the category amounts based on the user's entries to keep accounts in balance. This saves time and avoids mathematical errors.
- Multiple deposit forms can be entered and automatically combined for when the user is going to the bank.
- Information is automatically saved in case the user needs to complete the deposit at a later time.

2. **Generating Deposits/Receipts**: The *Deposit Module* allows users to generate three-part receipts and multiple reports required by the district's auditors and banking institutions.

Example 18

Proprietary and Confidential

Details

- A combination of three unique receipt types can be generated to provide copies for the depositor, staff sponsor, and school office.
- Each receipt includes a non-editable receipt number to act as a unique identifier for the deposit.
- Bank deposit slips can be generated for deposit purposes and are accepted by major banking institutions.
- Receipts have up-to-date category balances that include "today's deposit."
- All receipts breakdown the cash and check totals for auditing purposes.
- Automatically prints adding machine tape for bundling with the checks.

Cash Disbursements: The *Issue Checks Module* within *School Cash Accounting* allows schools to easily automate the process of writing checks to pay for school activity expenses.

1. **Issuing *Checks***: The *Issue Checks Module* provides an automated check-writing tool for school users to easily and accurately create checks from their school bank accounts.

Example 19

Proprietary and Confidential

Details

- Users can record information relating to the staff member requesting the check, the information of the supplier receiving the check, check date, amount, invoice number, and the reason for the check.
- Vendor information can automatically be populated based upon a predefined list of suppliers that can be controlled by the central office.
- Users can record the category that the funds should be withdrawn from. Funds can even be taken from multiple categories in whatever ratio is required.
- Checks written to the same supplier can automatically be combined to reduce the number of checks used.
- Warning messages will prevent duplicate payment of invoices.
- A warning message will alert the user when a category has insufficient funds to pay for an expense.
- Sales tax and tax rebates are tracked.

2. **Printing Checks:** The *Issue Checks Module* allows users to automatically print checks with adjustable layouts for the specific requirements of each school. *School Cash Accounting* can utilize existing printers, ink, and check stock.

Example 20

Proprietary and Confidential

Bank Account Reconciliation: *School Cash Accounting* provides monthly bank reconciliation capabilities. This allows users to easily reconcile the balance of the school bank account with their monthly activities.

Example 21

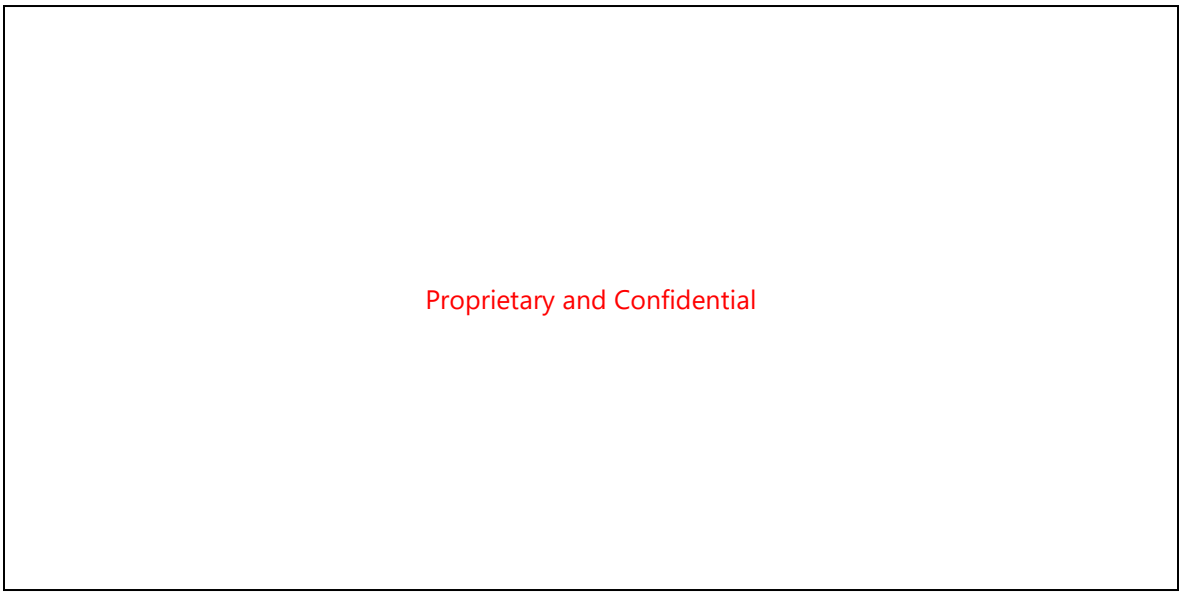
Proprietary and Confidential

Details

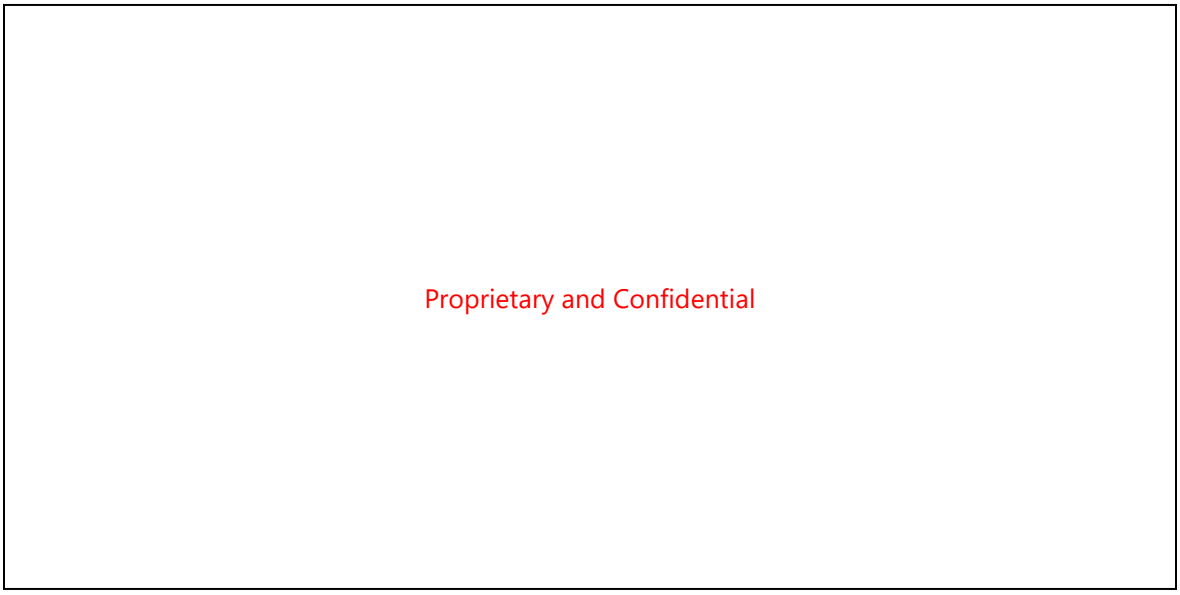
- Users can easily mark checks and deposits as cleared with a single click.
- Bank charges and interest payments can be entered within the module to ensure that no transactions are overlooked.
- The system displays whether the reconciliation is in balance. If out of balance, warning messages are displayed.
- Work is automatically saved allowing the user to leave the reconciliation process to complete at another time.
- Once balanced, detailed bank reconciliation reports are available for printing.
- Reconciliation reports can be chosen and standardized across the district.

Sample Reports

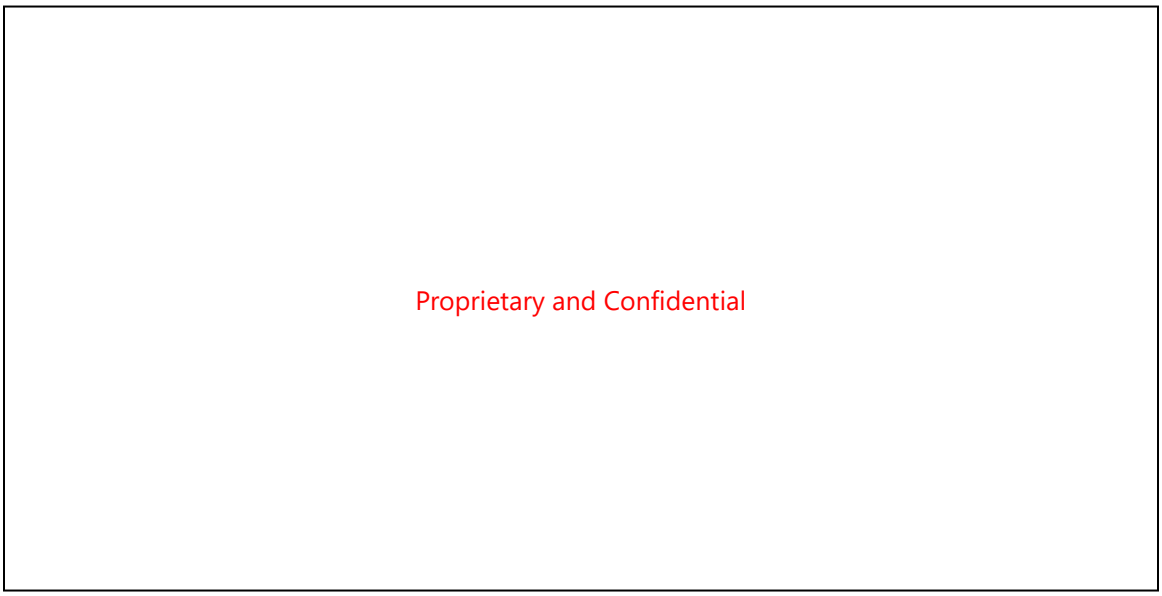
Board-Level Umbrella Report (Figure 1)



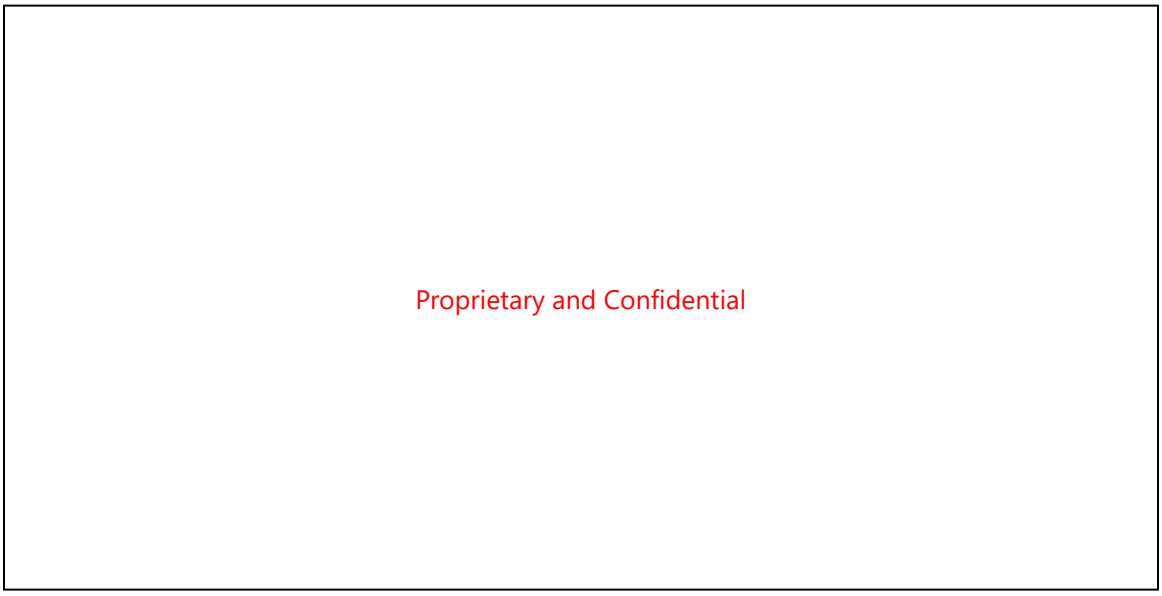
District-Level Fund Report by School (Figure 2)



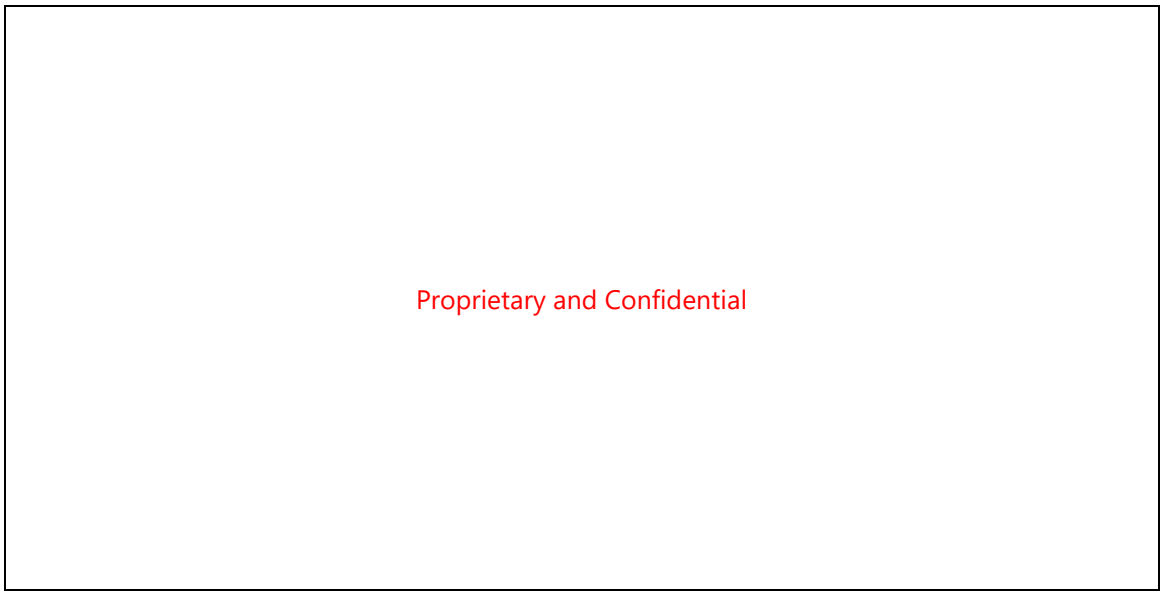
School-Level Umbrella Overview (Figure 3)



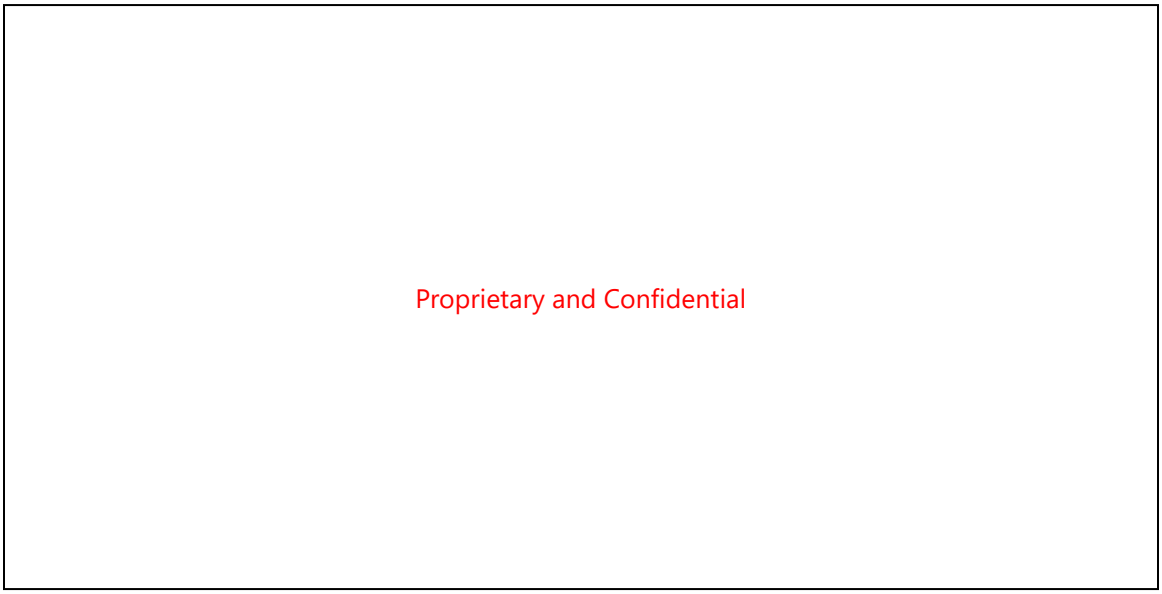
School-Level Category Transactions (Figure 4)



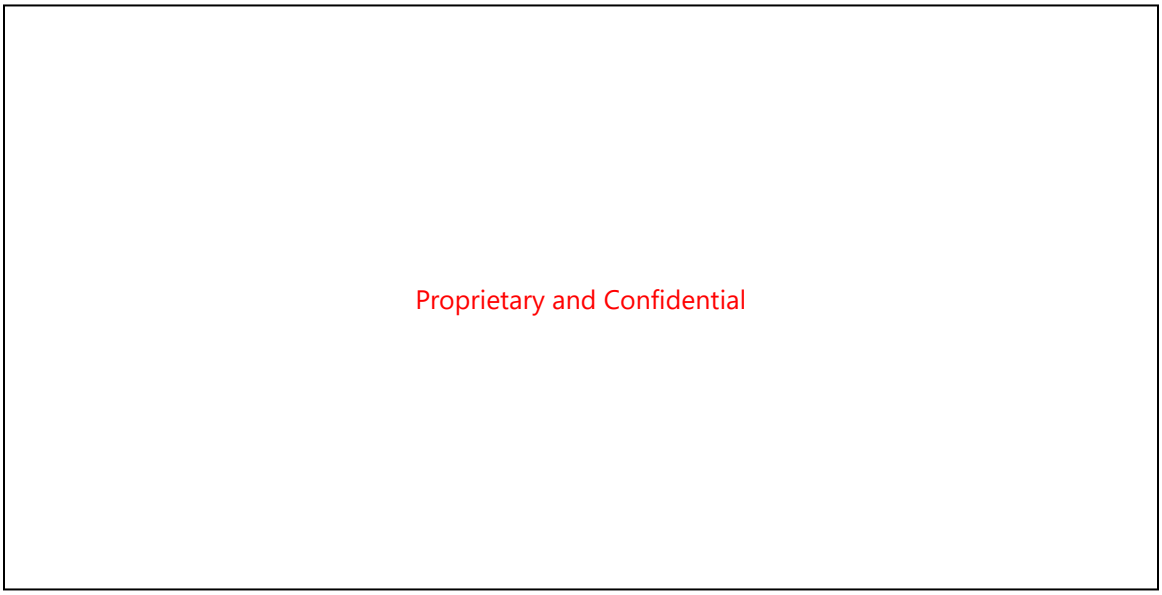
School-Level Reconciliation Screen (Figure 5)



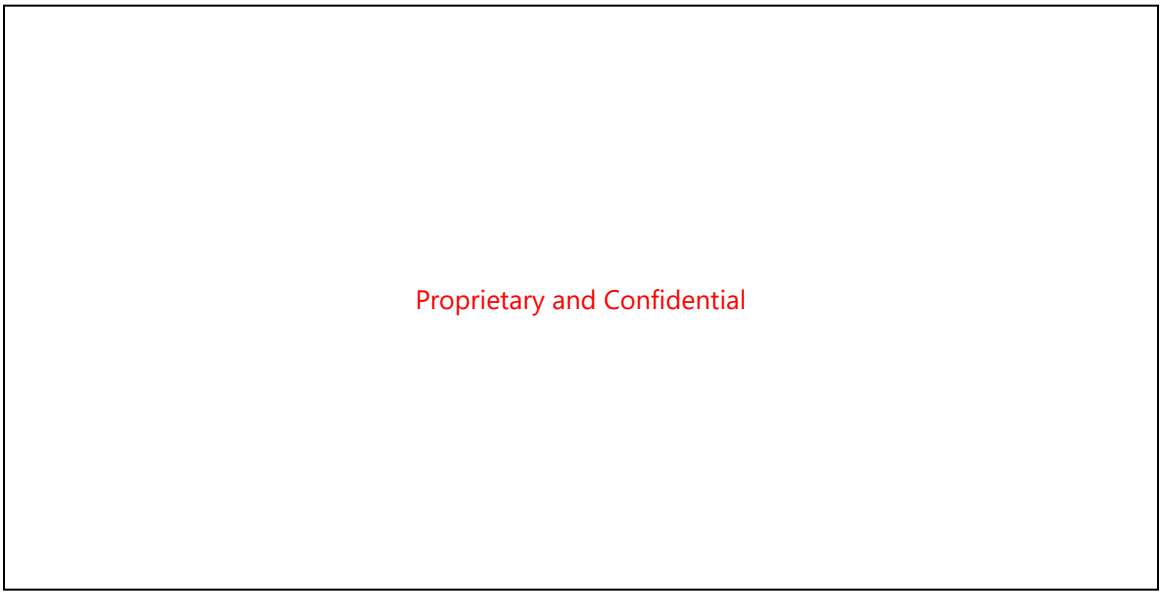
School-Level Reconciliation Report (Figure 6)



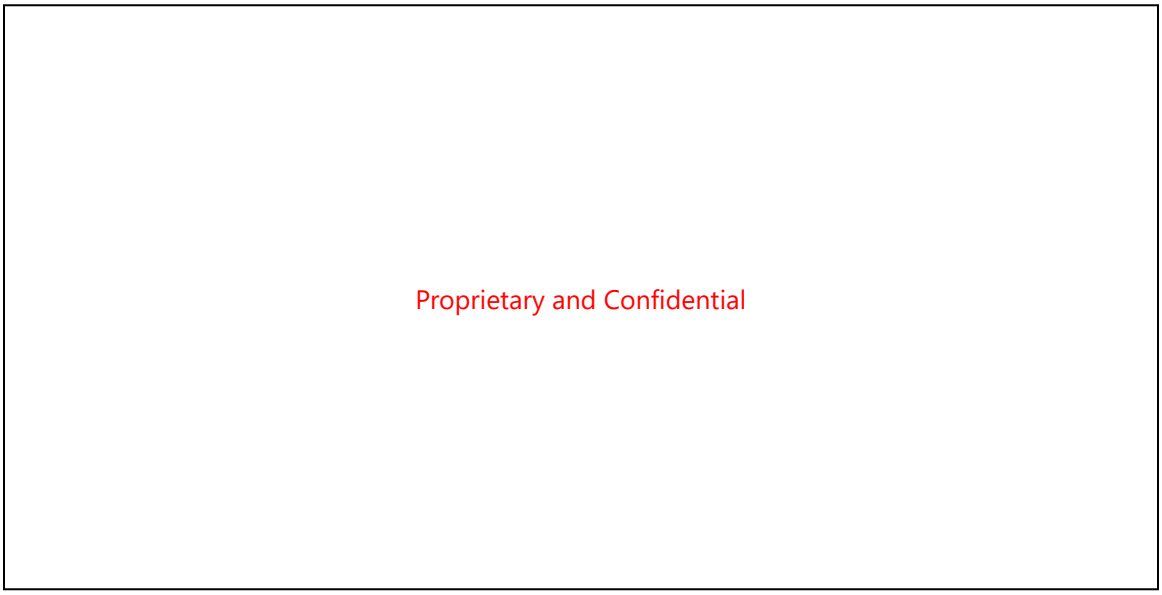
District-Level Reconciliation Report (Figure 7)



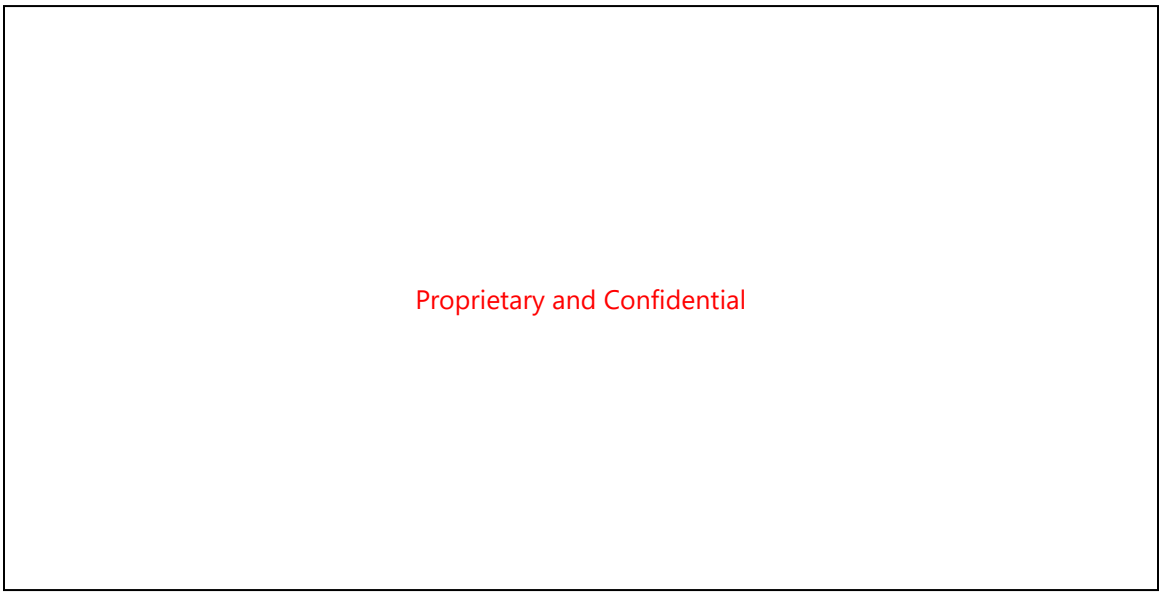
Form 1099 Vendor Summary Report (Figure 8)



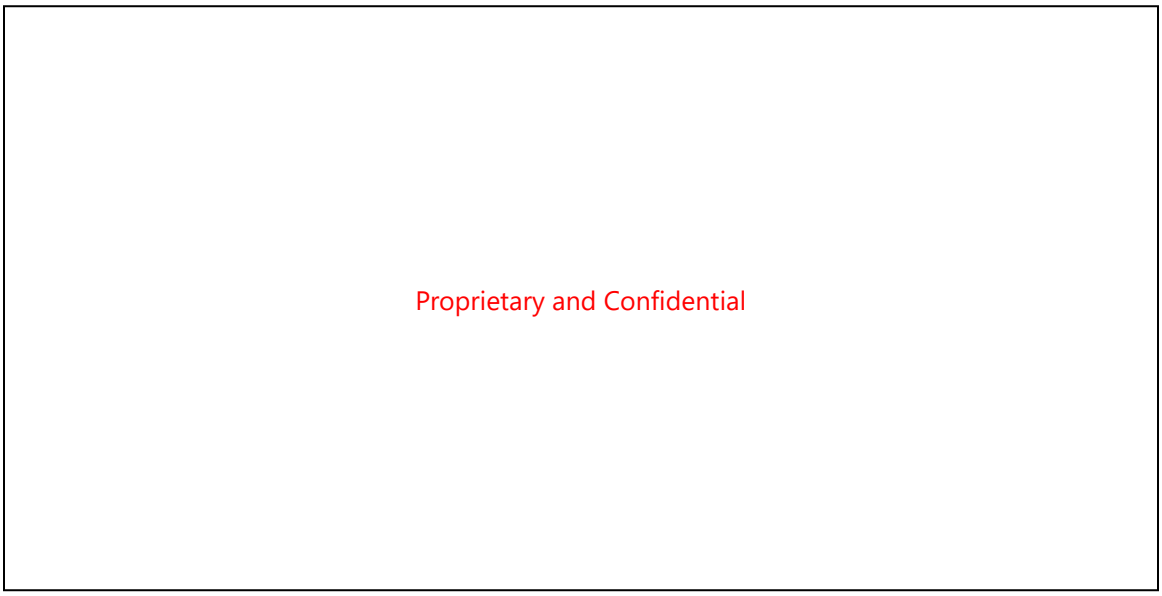
Vendor Report with Grand Totals (Figure 9)



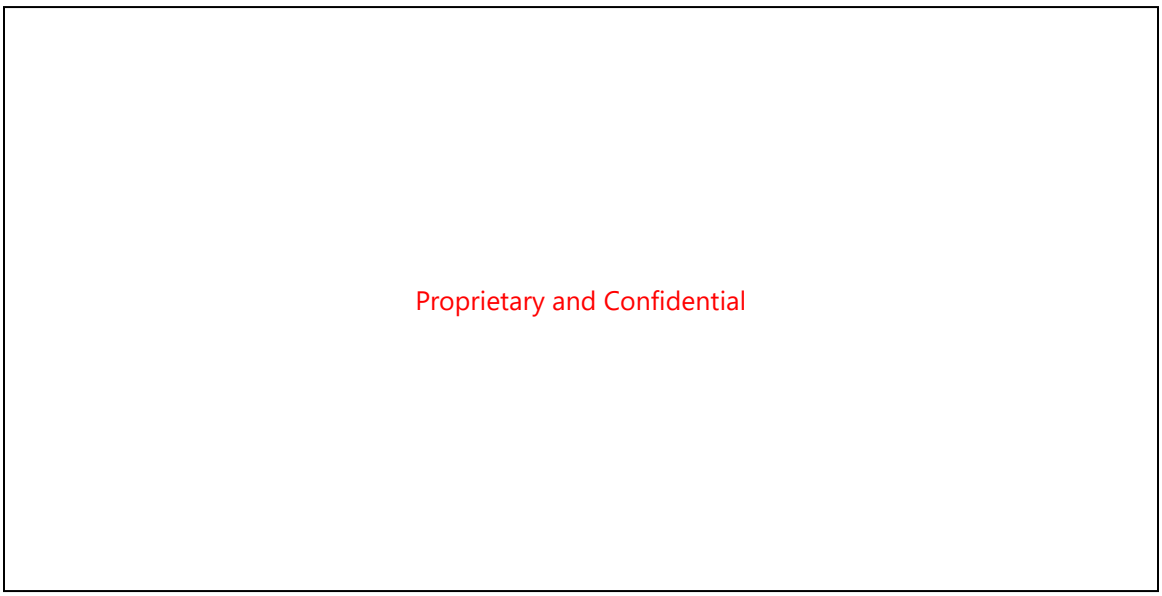
Item Attachment Report (Figure 10)



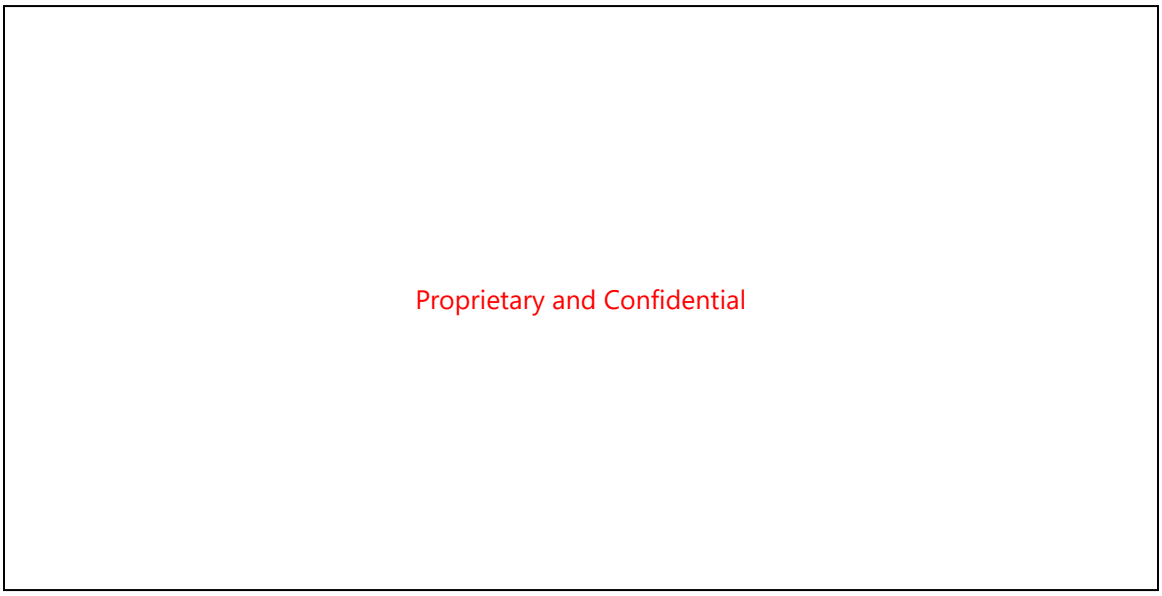
Detailed Transaction Reports (Figure 11)



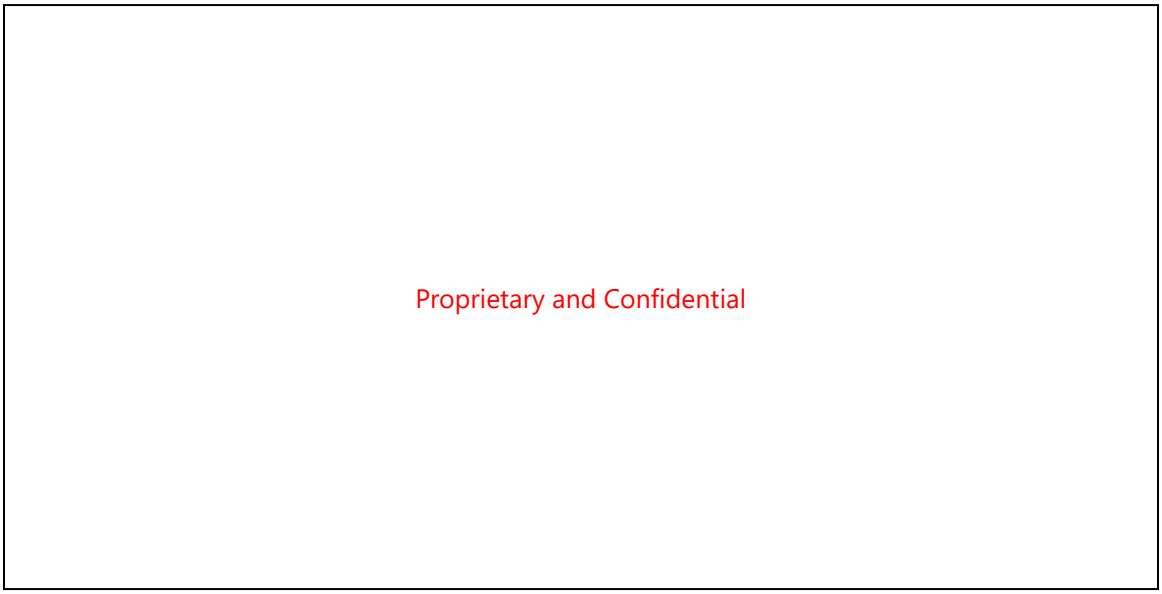
Customized Transaction Report (Figure 12)



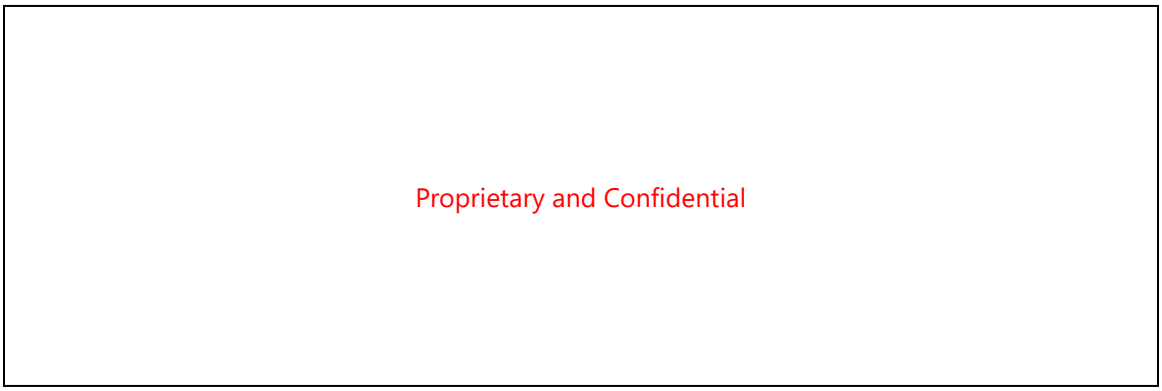
Online Payment Deposit Batch Report (Figure 13)



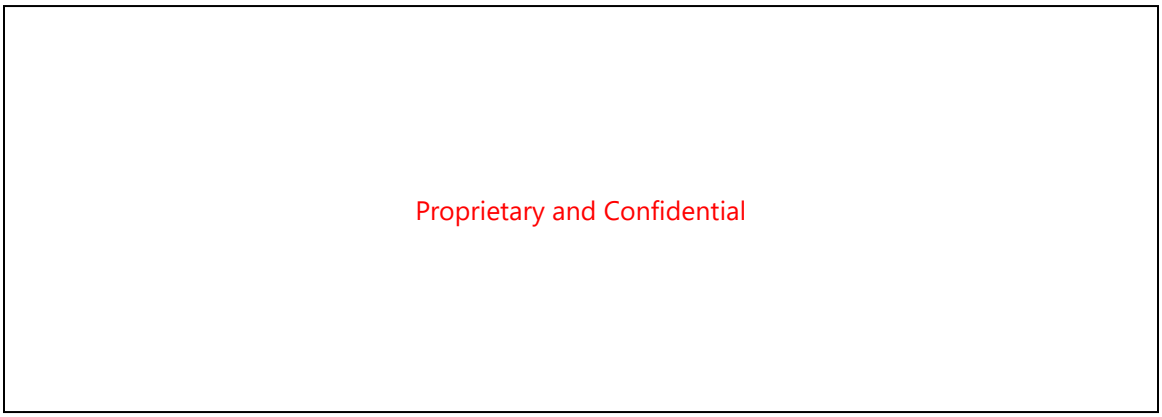
Deposit Batch Report Detail (Figure 14)



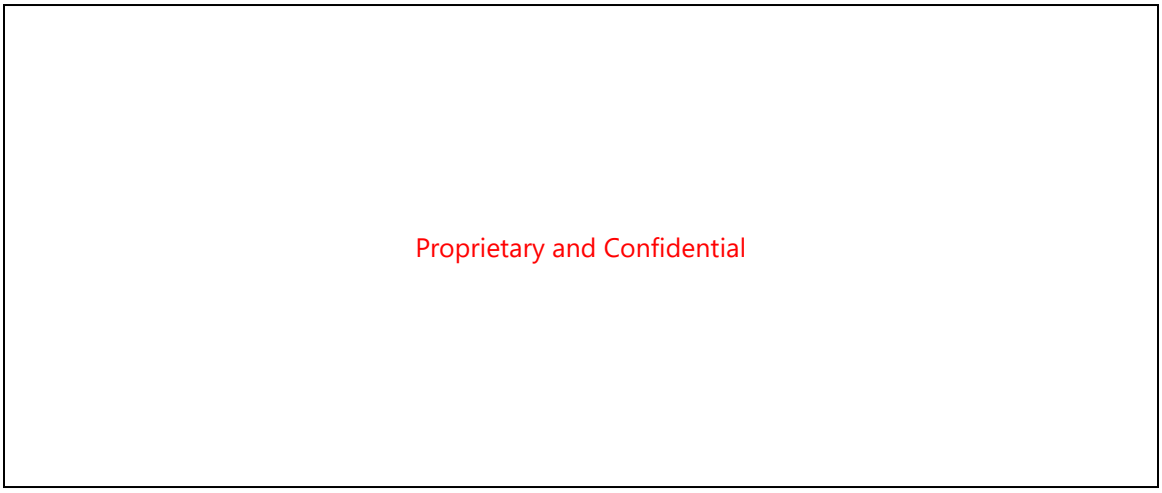
Student-Level Paid Report (Figure 15)



Student-Level Outstanding Report (Figure 16)



Student Statement (Figure 17)



Key Differentiators

The full cost of implementing and sustaining an online payment solution can be difficult to assess, given that many vendors use different pricing models for very different offerings. It is not always easy to perform an apples-to-apples comparison between vendors offering only online payment services and those that offer a fully integrated suite of payments, accounting, and other value-added services. As mentioned above, KEV's *School Cash Suite* offers a comprehensive set of solutions to track every dollar flowing through schools. It fully integrates online payments, fee management, digital forms, and school-level accounting – ensuring that schools and school districts have the most secure and efficient management possible of their School Activity Funds.

KEV has adopted a cost-effective pricing model for our *School Cash Online* payment solution, comprised of a $500 per school annual fee and a variable rate of 4.5% plus $0.35 per transaction, which includes merchant service processing fees. (This is in addition to the annual costs for the required *School Cash Accounting* module). This model, with its low upfront fee, is the most cost-effective, especially initially when parent adoption rates are low.

The payment processing fee can be absorbed by the district or added to the cost of items purchased online using our *Auto Cost Recovery* feature (highlighted within the Value Add section of this RFP response). *Auto Cost Recovery* embeds the transaction fees in item prices and automatically establishes a unified price for items, regardless of whether parents are paying online or via cash and check. We find that the convenience of online payments – especially when there is no separate convenience fee charged to parents – drives higher parent online usage rates, thus lowering the volume of payments made via cash or check. This means fewer payments being sent to the schools in student backpacks and through the hands of teachers, coaches, and bookkeepers (thereby reducing risk of fraud, theft, and mismanagement due to cash flowing through schools).

We believe it's possible to have all parents paying online, completely removing cash from schools. And we've accomplished just that with many of our clients, who are seeing 90%-100% parent adoption rates. We do this by charging districts the flat annual rate to ensure sustainability and predictability and by offering an easy way to recoup the processing fees via *Auto Cost Recovery*. This is a key differentiator and a must-have for public school districts concerned with budget fluctuations, forecasting requirements, and offering equitable payment options.

KEV includes its industry-leading *School Cash Online*, *School Cash Accounting*, *School Cash Catalog*, and *School Cash Register* software as part of its *School Cash Suite* offering, providing districts with an integrated accounting, payment, and point-of-sale solution that can capture all payments submitted by parents, including those via cash and check. This integration ensures that all payments are tracked at the student level for ease of accounting and collection – and that all payment data is recorded across all modules and can provide state-specific reporting as required. In short, using an online payment solution with integrated accounting and point-of-sale features is the only way that districts can maintain effective controls and sufficient visibility across all payment types at the school level.

Annual Licensing Costs

KEV utilizes a pricing model that makes it easy for districts to anticipate annual software licensing fees. This model includes a flat annual rate based on the number of schools in the district, along with per transaction rates for all payments made via the *School Cash Suite*. It should be noted that pricing for value-add modules assumes a district-wide implementation. In other words, pricing for value-add modules will be based on the total number of schools in the district, regardless of how many schools in the district choose to implement the value-add module.

Core Features	Description	Pricing
School Cash Online	Allows parents to easily make online payments for the school fees available to their children.	$500 per school per year *(minimum of $5,000)*
School Cash Accounting	An easy-to-use web-based tool that automates the manual accounting tasks that school office staff are required to perform each day.	$1,500 per school per year *(minimum of $15,000)*
Payment Processing Fee	Includes merchant service and interchange fees. Can be recouped using Automatic Cost Recovery.	4.5% plus $0.35 per transaction
School Cash Catalog	Assists schools in the management of school fees by centrally recording fees, tracking student fee assignments, and recording payments in real-time.	Included
School Cash Register	A virtual point-of-sale solution that tracks in-school payments via cash, check, and credit card.	Included
Online Fundraising Module	Provides for online donations with receipting.	Included
Automated Cost Recovery	Functionality to automatically embed fees into the price of items to recoup costs from the parent/student community	Included
Account Management Support	Access to a dedicated Client Success Manager to help with product training, technical support, parent marketing, and more	Included
Resource Center	Ongoing access to our online Resource Center that includes user guides, tip sheets, eLearning videos, FAQs, and marketing materials	Included
District Help Desk	Unlimited access to our online help desk for district designates	Included
Parent Help Desk	Ongoing access for parents and students to a fully staffed 24/7/365 call center to field questions and provide support.	Included

Value Add Modules	Description	Pricing
Meal Plan Payments	Allows parents to load funds into their student's meal plan account.	4.5% plus $0.35 per transaction
Digital Custom Forms	A form-building solution that enables your district to easily and securely collect information from parents, students, and the general public	$4,000 plus $300 per school per year
School Cash Express	Extends item creation and payment reporting to non-administrative school staff ranging from coaches to parent council members	$1,500 plus $300 per school per year
KEV Connect	Access to the KEV Connect Webinar series for ongoing training.	$250 per school per year
SIS Integration	Integration to automatically pull student information data from your district's SIS into the School Cash Suite.	$0.25 per student per year *(minimum of $1,000)*
Sandbox Site (Standard)	Access to a sandbox environment that replicates your district's production environment for training and testing purposes. Includes initial setup, four (4) resets each year, and a 5-business day Service Level Agreement.	$100 per school per year *(minimum of $5,000)*
Sandbox Site (Premium)	Access to a sandbox environment that replicates your district's production environment for training and testing purposes. Includes initial setup, eight (8) resets each year, and a 2-business day Service Level Agreement.	$150 per school per year *(minimum of $5,000)*
Positive Pay	Allows for deposited checks to be automatically uploaded to the school's bank account for fraud prevention purposes.	$120 per bank account per year *(minimum of $5,000)*
Active Directory Federation Services	Allows for integrations with the district's active directory to simplify the user maintenance process.	$50 per school per year *(minimum of $5,000)*
Point-of-Sale Hardware	Includes handheld card-reader devices for use with School Cash Register.	TBD *(price is dependent on the device chosen)*

One-Time Implementation and Training Costs

Given the complexity and unique nature of each implementation project, it is difficult to provide an accurate estimate for a district's total implementation and training costs without first having a better understanding of the needs and long-term goals of each district. We will gladly provide a much more detailed assessment of these costs once we've had the opportunity to learn more from each district's stakeholders.

Item	Description	Pricing
Business Process Improvement Analysis	A comprehensive report that provides district leaders with detailed business metrics and goals to help quantify the expected outcomes of moving to the School Cash Suite, including anticipated improvements in efficiencies and time saved, fraud and loss reduction, increased fundraising, and cost savings associated with digital notices and forms.	Included
Needs Analysis, Consultation, and Customization	Delivered via webinar, this initial engagement will help determine how the system should be configured and how implementation can be customized to meet the unique needs of a district.	$150 per hour
Bank Account Setup	Includes the setup and configuration of district and/or school bank accounts with the *School Cash Suite*, along with initial testing of the direct deposit feature.	$150 per bank account
Digital Custom Forms: Setup and Training	Delivered via webinar, this two-part series assists users with the initial configuration of *Digital Custom Forms* and how to build and publish forms within the *School Cash Suite*.	$2,000 per district
District Training: Onsite	This training module focuses on training specific to district-level staff, such as configuring the chart of accounts, accounting parameters, auditor functionality, user maintenance, and district-level reporting. Minimum of two days required. Maximum class size of twenty (20) attendees. Travel costs included in per day rate.	$4,500 per day
District Training: Remote	Delivered via webinar. This training module focuses on training specific to district-level staff, such as configuring the chart of accounts, accounting parameters, auditor functionality, user maintenance, and district-level reporting. Minimum of fifteen (15) hours required.	$100 per hour

School Training: Onsite	School-level users will attend a hands-on classroom session with their peers and will cover all the major modules using a sandbox environment. Minimum of two days required. Maximum class size of twenty (20) attendees. Travel costs included in per day rate.	$4,500 per day
School Training: Remote	Delivered via webinar, school-level users will attend a four-part series with their peers and will cover all the major modules using a sandbox environment. Maximum class size of fifty (50) attendees.	$3,200 per series
Personalized Web Training	Delivered to each school via webinar and following a customized curriculum, users will participate in a five-part series in working with our trainer to cover all relevant software modules.	$500 per person
Group Review Webinar	This session takes place approximately one month after the go-live date and offers school-level users the opportunity to discuss real-life use cases and ask our experts any outstanding questions they may have. Maximum class size of fifty (50) attendees.	$800 per session
Steps and Strategies Webinar	Delivered primarily to principals and school staff, this session covers the benefits of the *School Cash Suite* and provides best practices to get communications out to the parent community. Maximum class size of fifty (50) attendees.	$800 per session
Active Directory Federation Services (ADFS) Setup	Includes the initial setup and integration of the *School Cash Suite* with the district's Active Directory.	$1,500 per district
Documentation Printing Fee	Required only if a district requests printed and bound copies of the *School Cash Suite* user guides.	$70 per user guide
Professional Services Rate	Includes all additional professional services engagements not covered above. Travel expenses may be required for onsite engagements.	$150 per hour

Updates to Our Pricing Structure

As additional features and components are added to the *School Cash Suite*, notification of product updates and any required pricing changes will be communicated to all clients, as well as Texas Region 4 ESC and National IPA. We will provide a minimum of 30 days notice prior to implementing any pricing changes.

Additional Information

KEV Group does not charge any shipping charges or return and restocking fees. Nor are there any warranties that require additional cost.

KEV Group requests that school districts pay via electronic funds transfer (EFT). Should districts prefer to send a check, payment must be received prior to the start of implementation.

TAB 3

Performance Capability

Performance Capability

1. Include a detailed response to Appendix D, Exhibit A, National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
2. The successful Offeror will be required to sign Attachment A, Exhibit B, National IPA Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
3. Describe how Offeror responds to emergency orders.
4. What is Offeror's average Fill Rate?
5. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.
6. Describe Offeror's return and restocking policy.
7. Describe Offeror's ability to meet service and warranty needs.
8. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
9. Describe Offeror's invoicing process.
10. Describe Offeror's contract implementation/customer transition plan.
11. Describe the financial condition of Offeror.
12. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
13. Describe the Offeror's safety record.
14. Provide any additional information relevant to this section.

Implementation Methodology

At KEV, we believe that every successful implementation is achieved through careful planning, regular communication, key deliverables, and streamlined support. Our consultative approach draws on 22 years of experience in guiding school districts through activity fund accounting best practices. KEV will create a customized plan to meet the unique needs of each school district. Below is a sample outline of the steps we would work through to ensure timelines are adhered to and goals are exceeded.

1. **Project Planning** - KEV's implementation team meets with the district's team (Finance/Accounting and IT Staff) to review the project, assess their needs, confirm timelines, and provide the necessary instructions and templates for the collection of data, including student information, bank account information, chart of account structure, merchant services, etc. Subsequently, a kick-off meeting with all stakeholders to introduce the solution is planned.

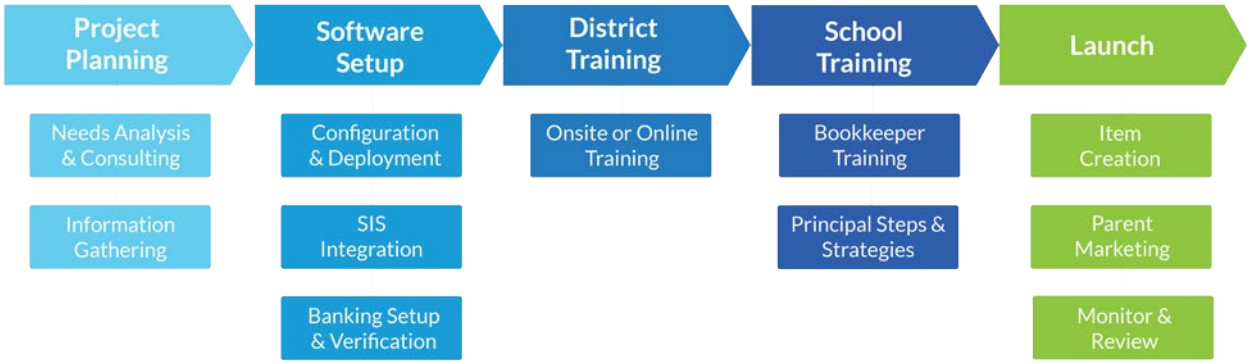
2. **Software Setup** - KEV implements the information from the district that was provided during the project planning. The system is installed on KEV's servers and updates are made to the database with school information including student information data. Testing is performed on the system to ensure that funds are transferred to the correct bank accounts. This includes eCheck, credit cards, and a bank account verification check.

3. **District-level Training** - KEV trains the district-level support staff on the system as arranged upon contract finalization. Policies and procedures discussed with the district staff are incorporated in a customized training program for the school-level users. An onsite kick-off meeting with stakeholders will also be held at this stage, which will include participation from KEV's account management team, along with principals, bookkeepers, and district-level staff.

4. **School-level Training** - After district staff have been trained, KEV will work with district staff to provide support and training materials for training the school bookkeepers. After completion of the training, school users will have learned all the essentials required to immediately begin using the *School Cash Suite*, including accounting, fee creation, and point of sale. A "Steps & Strategies" webinar for principals and secretaries is also conducted remotely by an account manager from KEV for each school to start raising the level of awareness for teachers, students, and other users. Parent and Student users will have the ability to pre-register on *School Cash Online* before the go-live date.

5. **Launch** - Online payments are activated, and email notifications are sent to parent/student users that have pre-registered, notifying them that they may begin to purchase items online. Once live, communication efforts will be initiated to build awareness of the payment options among parents and students. Teams meet to evaluate the implementation and review the progress and set goals, both short-term and long-term, with regard to the adoption of the *School Cash Suite*. KEV also facilitates a Group Review session, which allows for further networking and the sharing of information.

Implementation Flowchart



Service Transition Plan

Over the past 22 years, KEV has partnered with over 500 school districts, guiding the transition from current state to the newly defined vision. In all cases, experience tells us that unique challenges arise, and best laid plans must be adapted. Managing change in school districts is a unique challenge that is best informed and achieved by first-hand, in-house experience. This is where KEV differentiates itself from other solution providers.

The most important asset that school districts have is their staff. Having a well-prepared, confident partner on the school district side is oftentimes the best way to ensure a successful implementation and proper long-term change management. A significant amount of KEV's early stage investment focuses on laying the essential foundation of educating staff, setting achievable goals together, ensuring the process is not rushed, and that all sides have time to adjust to this significant change. Only once central staff are trained and demonstrate shared vision and ownership of the plan does KEV then shift its focus to training school staff.

We believe that, as much as possible, change should be job-embedded to ensure the likelihood of stakeholder buy-in. Specifically, this means that where permissible, training should happen using real work examples. For example, it is much easier for users to experience and embrace the benefits associated with online payment systems when fees are created in real time, demonstrating time and effort savings as they occur as oppose to theoretical, abstract learning. At KEV, this personalized and embedded approach to learning is central to our transition philosophy as it relates to training.

Staffing Strategy

There is no cookie-cutter approach to staffing for success at KEV. Because KEV does not aim to onboard hundreds of new districts per year – but rather to grow organically through 20 to 30 new school districts per year – we take a personalized approach to staffing requirements for clients, ensuring each is set up for success. Our personalized implementation approach considers the scope of a project, district timelines, and milestones. Given the importance of each implementation, it all starts with a designated project manager, who will be key during the needs analysis stage, scoping out all requirements and building a customized staffing strategy accordingly.

School District Roles and Responsibilities

- **Project Manager** – This is usually a contact within the finance department, who will be the "owner" of all matters within a school's financial process, such as fee and fund management. This project manager will also be responsible for bringing together other members of the team as required, including finance and school personnel.

- **Other district finance staff (if applicable)** – In certain cases, other district finance staff other than the Project Manager may be required to be trained on the system. KEV's support model is such that all school support is handled by a district designate prior to escalation to our helpdesk. Therefore, it is important that these staff members are as knowledgeable in the solution as possible to provide this front-line support. These finance staff also perform control verifications with schools to ensure that all aspects of fee and asset management are being adhered to according to internally communicated best practices and regulations.

- **District IT Specialist (Network Engineer)** – This contact will be responsible for working with KEV to ensure the smooth implementation of any desired integration, such as SIS and central finance.

- **School Bookkeepers/Administrators** – These are the school staff that are largely responsible for day-to-day management of the solution and will be required to take several days of hands-on training led by our knowledgeable KEV staff.

- **School Principals** – Principals and bookkeepers are our best on-the-ground brand ambassadors, who work with KEV's marketing team (via our Client Success Manager) to ensure parents are aware of the online payment solution and to help drive adoption and use of *School Cash Online*.

- **District- and School-Level Marketing** – KEV is committed to and deeply experienced in working alongside central and school staff to drive parent registration and usage. The online payments portal for parents is multi-lingual (by utilizing Google Translate), and we have a 24/7 multi-language call center.

It is expected that both KEV and each school district will mutually agree and sign off on the final implementation schedule, which will be fully customizable to meet requirements. KEV will work with districts to create the appropriate installation and roll out schedule and recommends using a phased approach which may be prioritized by region, school level (elementary, middle and high schools), geographical area, and voluntary participation. Subsequently, KEV will commence our training and implementation of the software. The following tasks are completed and delivered during this time:

- Delivery and testing of the integrated technology
- The transition via automated extracts, if any, of school banking and general ledger information to the *School Cash Suite* (this includes building the general ledger, if desired, using KEV's best practices from its years of experience serving the education community).
- During the scoping phase of the project, KEV will work with the staff to customize a training plan that will take into account the desired control processes and procedures. In addition, KEV will contribute its own expertise to suggest improvements to central and school level controls and processes, based on our experience implementing thousands of schools across North America. These best practices and control procedures will be incorporated into KEV's hands-on training, which reduces any risk of knowledge transfer between systems throughout the transition process.

- During this time, as schools are on-boarded to the software and parents begin using *School Cash Online*, central finance contacts will be working with schools to identify any areas for basic troubleshooting and ensuring adherence to best practices and controls as communicated during training.
- After each phase of schools are trained, they will be immediately live on our system and will be able to commence fee creation and use all other aspects of the Suite. Central staff will be able to commence using all aspects of the delivered solution at the end of their training as well.

The metrics KEV uses to judge the success of implementation and post-transition to 'stable state' would include the following criteria:

1. Usage of the software by school administrators (both accounting and fee creation/processing
2. Parent and community usage of *School Cash Online*
3. Amount of school-to-district helpdesk requests and technical support
4. Amount of district-to-KEV helpdesk requests and technical support
5. The level and complexity of engagement between the district and the Client Success Manager
6. The adherence to school and district staff on the new controls and business processes that were introduced during the scoping, planning and training stage of the process

Training Options

Implementing an accounting and online payment solution changes the way schools perform their everyday activities. At KEV, we believe this transformation demands more than just the introduction of new tools; it requires a comprehensive training approach to help stakeholders realize what's in it for them, so they see themselves in the plan and embrace the change. Through our training sessions, KEV aims to establish a partnership with all stakeholders in school communities to ensure they can realize full value from the system.

KEV's implementation and training model is scalable and flexible, allowing districts to choose the method of implementation and training best suited to meet their needs and budget. All implementation from a technical perspective can be performed onsite or from KEV's offices via the web; and training can be customized to reflect a live environment, through a sandbox, whereby users get trained through the lens of a district's "real life" scenarios and use cases.

KEV's training methodology, coupled with our success in developing and nurturing true internal district champions sets us apart from our competition. We customize content, training materials, and training delivery. We assist districts with internal and external communications, advise on policies, procedures, and business controls, to reduce the time it takes to develop strong and accountable district and school staff.

We will communicate project results on an ongoing basis between our project leads and designated district staff in various formats. For example, we use Smartsheet to share and communicate our project plan, which can be updated by stakeholders on both sides on an ongoing basis. A sample of our training plan is included below.

Keeping our client's information private and confidential is of paramount importance to KEV. We take steps to ensure that all confidential information, such as student information, banking information, and any other information the district deems classified is transmitted only via secure File Transfer Protocol, and not via email or any other means of communication. The information is stored in KEV's secure database with a top-tier hosting provider under multiple levels of security.

For a complete overview of our Implementation and Training Services, please visit: https://kevgroup.com/services-and-support/.

Training Options	Description
District-Level Needs Analysis (remote)	Delivered via webinar, this session covers the needs analysis required to determine how the system should be configured and how implementation can be customized for the unique needs of your district.
District-Level Classroom Training (onsite or remote)	District-level users will attend a hands-on classroom session with their peers and be taken through all the major modules with a specific focus on district-level functionality.
School-Level Classroom Training (onsite or remote)	School-level users will attend a hands-on classroom session with their peers and be taken through all the major modules using a sandbox environment.
Group Review Training (remote)	The group review webinar takes place approximately one month after the go-live date. This session offers users the opportunity to reflect on their real-life use and ask our experts any outstanding questions they have.
Custom Forms Training (remote)	Delivered via webinar, users will go over how to create digital forms and collect information from parents online.
Steps & Strategies Training (remote)	Given primarily to principals and school staff, this is a marketing session that covers the benefits of the *School Cash Suite* and best practices to get communications out to your parents and students.

Sample Training Plan

Task	Actioned By	Description
Send Letter of Intent	District Finance	Send Letter of Intent
Kick-Off Meeting	KEV	Introduction of both KEV and district team-confirm timeline and goals
District Chart of Accounts Planning	District Finance	Chart of accounts needs analysis and plan bank account set-up/crossover
District Needs Analysis/Orientation	District Finance	Approximately thirteen (13) one-hour sessions for needs analysis, orientation and training
Prepare and Send SIS Data to KEV	District IT	IT staff prepare and send test data to secure ftp site
Excel Templates Completed	District Finance	District to complete Excel templates and send to KEV-all setup docs
Finalize Paper Work	District	Send signed Statement of Work
Parent Marketing Plan Discussed	KEV & District	Meet communications contact & review marketing materials
Plan District & School Websites	District IT	KEV to provide SCO link/buttons for district/school websites
Plan cross-over from legacy system	KEV & District	Determine best cross-over from legacy system to School Cash Suite
Penny Test Confirmations to KEV	District Finance	Bank name, account number for online payment testing
Sign-off on Online Payment Test	District Finance	Must be completed prior to go live date for parents
Review District Level Catalog Items	KEV & District	Review catalog item templates created by district for second semester sales
Onsite District Level Training	KEV & District	KEV facilitated-onsite classroom style training
Bank Account Set-ups/Cross Over	KEV & District	Execute plan for bank account set ups as discussed during needs analysis
Onsite School Level Training	KEV & District	KEV facilitated-onsite classroom style training
Prepare for Back to School with School Cash Online	KEV & District	Review item templates and parent marketing strategies
Marketing Material Sent to Schools	District Finance	Distribution of flyers, emails, etc.
Principal Steps & Strategies Webinar	KEV & District	KEV delivers principal steps and strategies webinar for successful online payments
Principals Share Plan with Teachers	District/Schools	Principals share plan with teachers at staff meeting
Go Live Date for Parents	Schools/District	Encourage parents to register - deploy marketing plan for new school year
Review Parent Participation Rates	KEV	Statistics emailed to district to share with schools
De-briefing with District Staff	KEV & District	Review of processes
Reconciliation Debrief	KEV & District	Merchant bank account reconciliation training
"Group Review" Webinar	KEV & District	Networking and sharing between all school secretaries

Uniquely Qualified to Provide Professional Services

Any organization is only as strong as its staff's determination and ability to execute against what it says it will. Our differentiation in this area is rooted in our staff's collective experience in all areas of the business, notably professional services.

To begin, our sales organization – staffed with Fee Management Consultants – is deeply vested in understanding our clients' current business practices. Our Fee Management Consultants are all former school business officials who demonstrated exemplary fee management practice within their respective school districts, who then made the decision to join KEV Group so that they could help others from school districts across the country realize the art of the possible. This process includes an in-depth discovery of every element of a school district's policies, including procedures and workflow as they relate to every component of collections and disbursements. This understanding and collection of data sets the foundation of preparing a customized Business Process Improvement Analysis, intended to help business officials meaningfully quantify the business value of implementing a new fee management system. It also informs the personalization of the solution demonstration, ensuring that all stakeholders – from student to superintendent – can see themselves in the plan to move forward, with the material benefits in it for them.

From there, our implementation team invests deeply in a comprehensive Needs Analysis, aimed at taking our understanding of a district's current environment to a critically detailed level. Here again, we are staffed with tenured former school business experts who infuse the highest degree of experience and credibility into the early stages of implementation. This work informs the creation of the "sandbox," the application-testing environment designed to mirror the production environment, ultimately used for ongoing district and school-level training.

Training is customized and delivered through a variety of channels to reflect the stakeholder's learning styles and needs. Training methods include 1:1 personalized sessions, onsite group classroom training, and group webinars. Training is provided to both district and school-level stakeholders, phased in according to the district's requirements.

Post-training, ongoing support takes many forms and includes:

- assigned Client Success Manager
- district support help desk
- parent support help desk
- professional learning resource center
- KEV Connect – a monthly web-based learning series
- Annual User Conferences – highly spirited conferences attended by current clients

In summary, it's our people who make the difference. Districts will be resourced with full-time KEV staff who have dedicated their professional careers to transforming school district finance.

Ensuring Satisfaction

As stated earlier, the key to KEV's success is a mindful and carefully designed approach to ensuring that all stakeholders see themselves in the plan. Parents begin to receive timely electronic notifications from their schools, feel more connected, and rapidly embrace online payments. Teachers find more time to focus on student outcomes, no longer needing to manage the cumbersome collection of cash and the distribution of paper-based forms. Accounting tasks are vastly simplified for school office staff who become more confident and efficient in their daily tasks. District finance staff gain meaningful insight into fee management through real-time reporting, while senior leaders find peace of mind knowing that public funds are safeguarded from the risks associated with cash in schools.

Parent adoption of the solution is a core component to ensuring satisfaction for all, and a key differentiator of the KEV solution from which districts will benefit. Our client success team is staffed with former school district experts who – first-hand – drove high levels of parent adoption within their school districts. Simply put, cash in schools is problematic, so the focus of our client success team is to partner with districts to inspire parents to change their ways and pay online. Our track record in this area is second-to-none, with schools experiencing parent usage rates as high as 90% to 100% in many cases. Parent adoption is one of our obsessions, and districts will be assigned a Client Success Manager to share best practices and ensure satisfaction.

To this end, KEV is committed to the following for new clients:

- a Client Success Manager
- access to annual user group meetings, which brings together school districts from across North America to share best practices, learn from KEV trainers, and collaborate with our leadership team.
- continuous access to KEV Connect, our live-hosted and recorded monthly webinar series. As a key component of our learning hub, users will have untethered access to online training aimed at enhancing the skills of everyone from beginner to advanced users.
- ongoing support through the Resource Center and Support Desk

Most importantly, as a nimble and dedicated organization, KEV will consult with districts to advise and inform new opportunities for programs and support services aimed at meeting the specific requirements of the school community.

Financial Status

The KEV Group is proud to be cash-flow positive for many years due to significant revenue and client growth over our history. During this time, we have added thousands of schools across North America onto our platform while processing hundreds of millions of dollars through our online payment portal. We have also infused meaningful degrees of investment back into our product and expanded our client services and support teams. In addition, KEV Group has recently received a minority investment from Serent Capital, a San Francisco-based private equity firm focused on investing in high-growth technology and services businesses. To learn more, visit https://kevgroup.com/blog/kev-group-receives-a-minority-investment-from-serent-capital/.

As KEV is a private company, we would strongly prefer to not disclose our detailed financial statements under the confines of this RFP. Should KEV be awarded this contract, KEV will work with Texas Region 4 ESC and National IPA to provide further disclosure as required.

Invoicing and Renewal

Invoices are generated upon contract finalization via a signed Scope of Work. KEV Group requests that school districts pay via electronic funds transfer (EFT). Should districts prefer to send a check, payment must be received prior to the start of implementation. Subscription agreements are for a period of 12 months and are invoiced approximately 60 days prior to renewal.

Merchant Services

School districts will utilize KEV Group's integrated merchant services partner, BluePay, for credit and debit card processing. BluePay is a wholly owned subsidiary of First Data.

Privacy Policy

KEV Software Inc. and KEV Group Inc. (collectively, "KEV Group") take privacy and date security seriously. We are committed to transparency in the collection and use of personal information. Our Privacy Policy describes how we use personal information and the circumstances under which we may share this information, and how it applies to the privacy practices of KEV Group on its School Cash Online website, located at https://www.schoolcashonline.com/Home/PrivacyPolicy.

Technical Overview

School Cash Suite is a SaaS offering built on top of the Microsoft stack and leverages a "database-per-district" configuration to ensure student and accounting data is not commingled with other districts. This data is hosted in the United States for US districts (and in Canada for Canadian districts). As a SaaS solution, the suite does not offer direct access to a database but supports imports/exports to enable seamless integrations with other systems, including reporting and dashboarding solutions.

Integrations

Integrations are a critical component of any solution. KEV Group and the *School Cash Suite* have successfully integrated with multiple systems for all our customers, including PowerSchool and other central systems. For example, PowerSchool SIS data import is fully automated via an API integration. The data transferred to the suite includes the necessary student and enrollment information for fee assignment.

Another example includes *School Cash Suite* integrations with central finance systems where pre-determined data import/export of CSV files are used, transmitted via secure FTP. Although the pre-determined formats available out-of-the-box are compatible with common configurations used by other school districts, if changes are required, then custom exports/imports will be created as a professional service within the scope of this project.

SaaS Data Center Setup

KEV Group utilizes a partitioned approach to segment Accounting and Student data from PCI data. This adds another important layer of security and student privacy in the event a malicious actor gains unauthorized access to the PCI environment (as a potential target for potential financial gain, although KEV does not store card numbers). Such actors will not gain access to any student data as the environments are physically and logically segmented. We believe that this architecture approach, consistent with Security by Design Principles, differentiates KEV Group and our approach to security and privacy.

Proprietary and Confidential

Figure 18

Proprietary and Confidential

Figure 19

Software Components
The *School Cash Suite* is a SaaS solution that does not require any additional software to be installed by school districts, aside from a modern web browser. The Suite utilizes several third-party software components, and those are licensed by KEV Group and directly integrated into the Suite. From an offering perspective, *School Cash Suite* consists of:

1. School Cash Accounting
2. School Cash Catalog
3. School Cash Register
4. School Cash Online
5. Digital Custom Forms
6. School Cash Express
7. Resource Center
8. KEV Connect

Service Delivery Model
The *School Cash Suite* utilizes an update cycle composed of three release types:

1. **Fixes and performance improvements.** Includes bug fixes and performance improvements that do not change the user interface. The release happens in an ad-hoc schedule as needed. Some changes require immediate deployment while others are scheduled for evenings and weekends with post-release validation and monitoring.
2. **Functionality and UX changes.** Changes in the design that affect the user interface. This release type may include changes in current functionality but does not include any new functionality. Typically happens every two or more months and includes coordination with customers.
3. **New features.** Is a release that adds new functoriality to the suite. There are between two and four new feature releases per year. When applicable, coordination with Virginia Beach City Public Schools and documentation are included prior to the release.

As a member of our Product Advisory Committee, school districts will receive early previews of Product Roadmaps with the ability to provide feedback and recommendations and have early visibility into new features and functionality/UX changes (release types 2 and 3 above). Parent support is available 24/7 via a multi-lingual call-center (and via email), and district support is available during regular business hours. KEV Group utilizes a tiered support structure with first-line triage and quick resolutions, and escalations to tier-2 for deeper analysis, and lastly to development for potential bugs. KEV's standard Statement of Work includes SLA and Warranty information.

Disaster Recovery and Business Continuity
School Cash Suite is a SaaS solution hosted by leading providers with full redundancy. As a part of our disaster recovery plan KEV backs up data to a different data center in the country where the data originated, which strengthens our posture if the hosting location suffers a catastrophic failure with no estimated recovery time, and restoration must be performed in a different hosting location. KEV performs multiple incremental backups daily and full database backups on a weekly basis. This provides us with best-in-class capabilities to ensure school data is secure, stable, and accessible when customers need it. A full extract of a district's data is available from our system at any time, but professional fees may apply. Should districts have suggestions for other best practices to incorporate in our disaster recovery plan, we welcome them and will do our best to integrate them, not just for the requesting district, but for our client base as a whole. KEV assumes all risk on the hosting and provision of the software. From a Corporate/Office business continuity perspective, KEV Group utilizes Office 365 for key functions (with data stored in Canada), and most employees are enabled to work remotely to ensure continued support and service in the event of a situation preventing staff from reaching the office. The SOC 1 Type 1 report providing details on KEV controls is available upon request.

TAB 4

Qualification and Experience

References

Qualification and Experience

1. Provide a brief history of the Offeror, including year it was established and corporate office location.
2. Describe Offeror's reputation in the marketplace.
3. Describe Offeror's reputation of products and services in the marketplace.
4. Describe the experience and qualification of key employees.
5. Describe Offeror's experience working with the government sector.
6. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
7. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
8. Provide any additional information relevant to this section.

Our History

The *School Cash Suite* was first imagined by our founders – two high school office administrators – over 22 years ago, who knew "there had to be a better way." Picture their school environment: over 1,400 students, 100 teachers, and an office that wouldn't stop. On any given day, endless flows of cash, checks, permission forms, and order forms burdened the teaching and office staff with time-consuming and manual work. The demands of staying on top of every detail were overwhelming. So they took what they knew how to do on paper and designed an application to automate the process. They didn't set out to build an online payments solution or an accounting system or a comprehensive school software suite. Instead, they simply set out to create a solution that would give back precious time to their peers in similar roles everywhere. And they succeeded. To learn more about the history of KEV Group, please visit: https://kevgroup.com/aboutkevgroup/.

Industry Presence

Our industry presence today is unparalleled, measured not only by the number of districts and schools we serve, but equally by the number of engaged school staff, the volume of cash and checks we help remove from schools, our ability to manage and efficiently account for the cash and checks that make their way in, and the number of parents engaged in our platform. No system should be measured on what its product sheets and marketing materials boast, but rather on the degree to which it is used, loved, and to the degree that it actually solves for the problem it was designed to solve.

Across North America, there are countless vendors with "tools" and "applications" to address fee management needs. Yet time and time again, when asked how those tools are meeting the key performance indicators, we hear that:

- the vast majority of cash is still flowing into the schools and that cash-associated problems persist
- parents aren't using the tools due to high fees or system complexity
- staff aren't using the tools, as they are too complicated, not intuitive, or not designed with their roles in mind
- the community hasn't bought in and key stakeholders aren't inspired or feel compelled to adopt the new way of doing things

For these reasons and more, we view ourselves not as a SAAS vendor, but rather as an education partner, vested in helping our customers realize their vision around fee management. We have earned the trust of our clients because they love our solution, it works, it meets them where they are from a functional perspective, and because we deliver what we say we will.

See KEV in the news at: https://kevgroup.com/in-the-news/

View our Blog at: https://kevgroup.com/blog/

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Fax: 1.866.891.9139

Email: info@kevgroup.com

Date of Formation: 1996

Organizational Structure

KEV Group, led by CEO Bram Belzberg, is structured into four core departments designed to serve current and future clients:

1. **Client Services**
   a. Implementation Services
   b. Training Services
   c. Client Success Management (team made up of former school business experts)

2. **Technology**
   a. Product Development
   b. Quality Assurance
   c. District Help Desk
   d. Parent Help Desk
   e. Information Systems

3. **Finance, Risk, and Operations**
   a. Financial Services
   b. Merchant Services
   c. Compliancy, Risk, Certifications
   d. Operations

4. **Sales and Marketing**
   a. Sales and New Client Adoption
   b. Marketing and Education Partnerships
   c. Fee Management Consulting (team made up of former school business experts)
   d. Business Process Improvement and ROI

Key Employee Profiles

KEV's team of former school district employees, experienced business professionals, and technical support experts will provide school districts with the guidance and support they require to be successful.

Bram Belzberg
Chief Executive Officer

Since joining KEV Group in 2009, Bram has led KEV to where it stands today as the leader in school accounting and payment solutions. By building a winning company strategy, Bram established a positive and driven company culture, which has propelled KEV forward. After graduating McGill University, he joined Goldman Sachs and then moved to Amaranth Advisors LLC prior to becoming an integral part of the KEV Group team. Bram holds an MBA from Harvard Business School and is a member of the Young Presidents' Organization.

Kim Vivian-Downs
Co-Founder and Senior Sales Consultant

As co-founder of KEV Group, Kim has more than 20 years of experience working in education. Her passion to "Reduce the Risk" and improve the "Quality of Life" for schools, coupled with years of district and fraud research inspired her to become a leader in the school funds arena. Kim has appeared at many state ASBO and international conferences to share her expertise.

Evelyn Eagle
Co-Founder and Director of Client Services

As co-founder of KEV Group, Evelyn is a seasoned executive with more than 25 years of education experience. Evelyn is KEV Group's technology visionary and guides our product and implementation teams to ensure success for our current and prospective customers.

Joshua Shuval
Director of Finance, Operations, and Risk Management

Joining KEV Group in 2010, Josh is responsible for finance, risk management, and the coordination of special projects. His oversight has helped dozens of districts successfully implement and utilize the *School Cash Suite*. Following his undergraduate years, Josh joined PricewaterhouseCoopers and received his Chartered Accountant designation in 2006. During his time in public practice, Josh obtained extensive experience providing audit and consulting services to large public and smaller private businesses.

Kobi Ofir
Chief Technology Officer

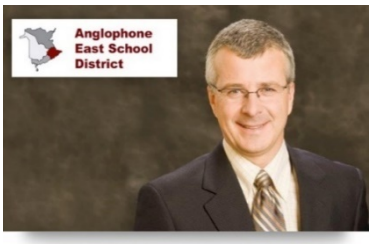
Kobi joined KEV Group in 2018 and leads development of new products, software and user-experience enhancements, technical support for our school board partners, and helps strengthen our risk policies and procedures. He has more than 20 years of experience in technology leadership roles across the electronic payments, marketing technologies, and retail industries. Most recently, he was the Director of Inventory Placement at Amazon, leading a team with a global mandate to ensure inventory is positioned for fast delivery at the lowest fulfillment costs. For the past five years, he has served on KEV's advisory board.

Thought Leadership

As leaders in fee management, KEV has been on the speaking circuit for the past 20 years. Notably, we are invited annually to speak at countless regional ASBO events across the United States and Canada, on topics including fraud, risk, and business process improvement. As active members of ASBO International and state-level ASBO organizations, we understand and value the need to stay close and connected to the school business community, collaborating on the problem with cash in schools.

Shared Stories

Our committed and passionate user community continues to inspire us with these amazing success stories. To read the full stories, please visit https://kevgroup.com/real-stories/.



Aubrey Kirkpatrick
Director of Finance and Administration

No Cash…No Problem
The Anglophone East School District's Director of Finance and Administration, Aubrey Kirkpatrick, recently took the time to discuss the impact the *School Cash Suite* has had at his district. Using the system, the district recognized its goals of improving financial accountability, providing more security to parents, and maximizing educational time with students.
https://kevgroup.com/real-stories/anglophone-east/

Matthew Mydske
Manager, Finance and Budgets

Safeguarding Funds Collected in Schools
After battling a high-profile fraud case involving a former school bookkeeper, the Burnaby School District was looking for a way to safeguard all the fees collected in its schools. Using the *School Cash Suite*, the district introduced new financial software tools that transformed the management and security of its school assets.
https://kevgroup.com/real-stories/burnaby/

Realizing Financial Sustainability with Online Payments
The full financial benefit of implementing an online payments solution for school fees is often overlooked. When this school district decided to make their school fees available online, it was a top priority for them to implement a financially responsible solution. Using the *School Cash Suite*, the district recognized a more than 2x return on investment by increasing collections and reducing costs in ways they could have never imagined.
https://kevgroup.com/real-stories/northern-school-district/

North American K-12 References

Proprietary and Confidential

TAB 5

Value Add

Value Add

The KEV Group offers numerous additional options and services to clients, all designed to help school districts fully leverage their investment in the *School Cash Suite*. These options include the items below, which are described in more detail on the following pages.

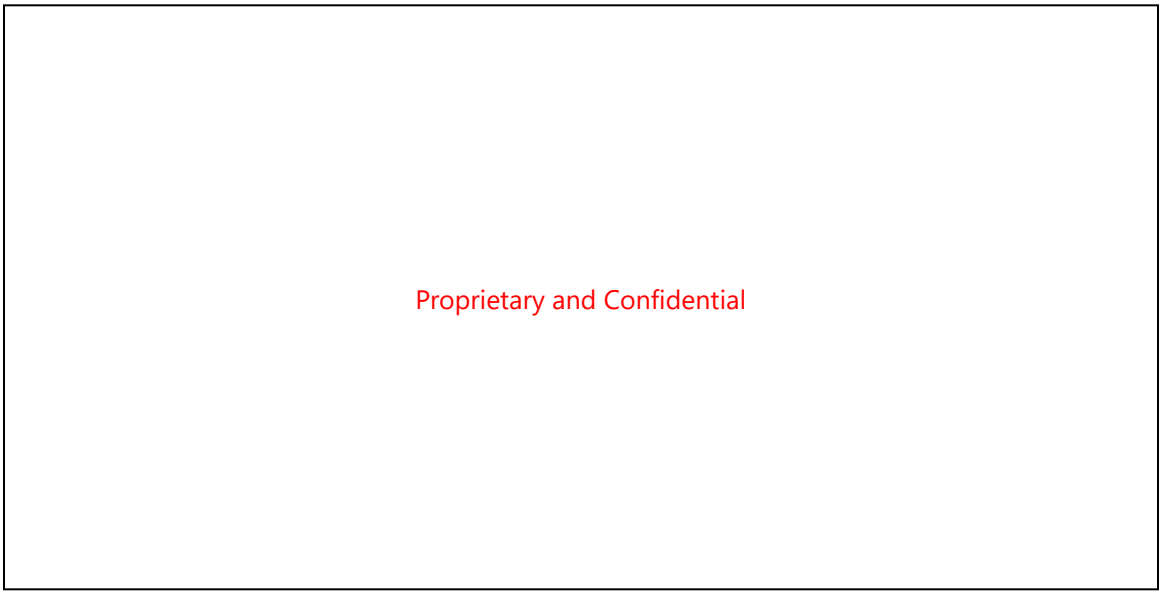
1. Meal Plan Payments
2. Digital Custom Forms
3. School Cash Express
4. School Cash Register
5. Point of Sale Hardware
6. Business Process Improvement Analysis
7. SIS Integration
8. Sandbox Site
9. Positive Pay
10. Auto Cost Recovery
11. Parent and District Help Desks
12. Client Success Manager
13. Resource Center
14. KEV Connect
15. Product Advisory Committee
16. User Group Conferences

Meal Plan Payments

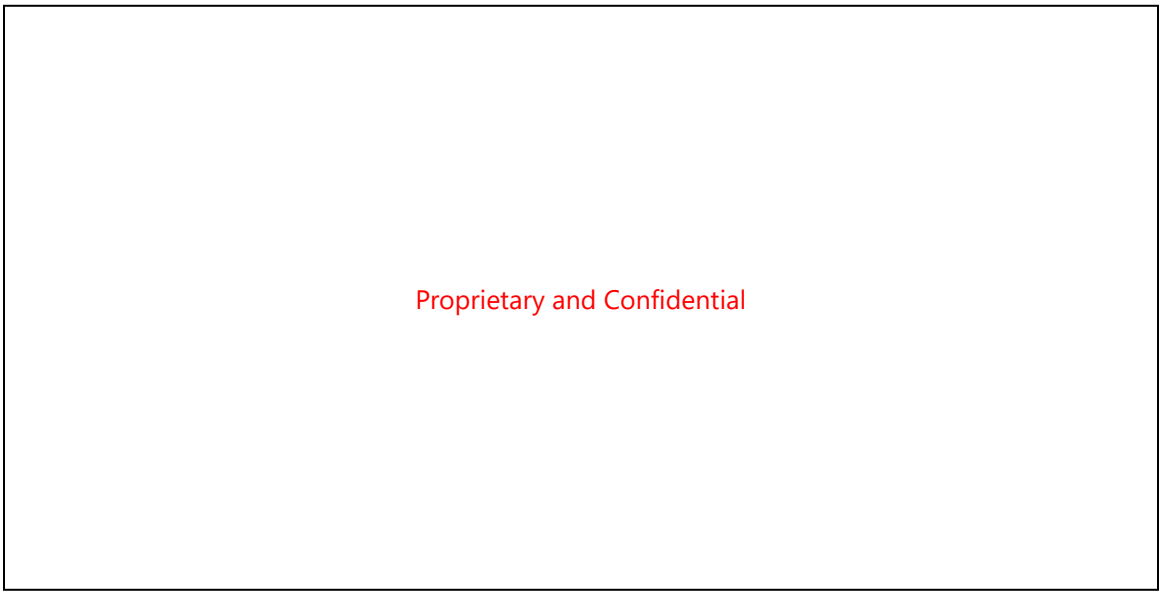
Meal plan funding represents a key payment component for many schools, and by incorporating our *Meal Plan Payments* feature into the *School Cash Suite*, school districts can achieve integrated accounting and reporting for all types of funds, while offering parents the convenience of a single hub for online payment of all fees – including field trips, yearbooks, meal plans, team sports, spirit wear, and more.

The *Meal Plan Payments* module makes it easy for parents to check current balances, to add additional funds to their student's account, to receive low balance notifications, and to set up auto-replenish payments when a student's balance drops below a pre-set level.

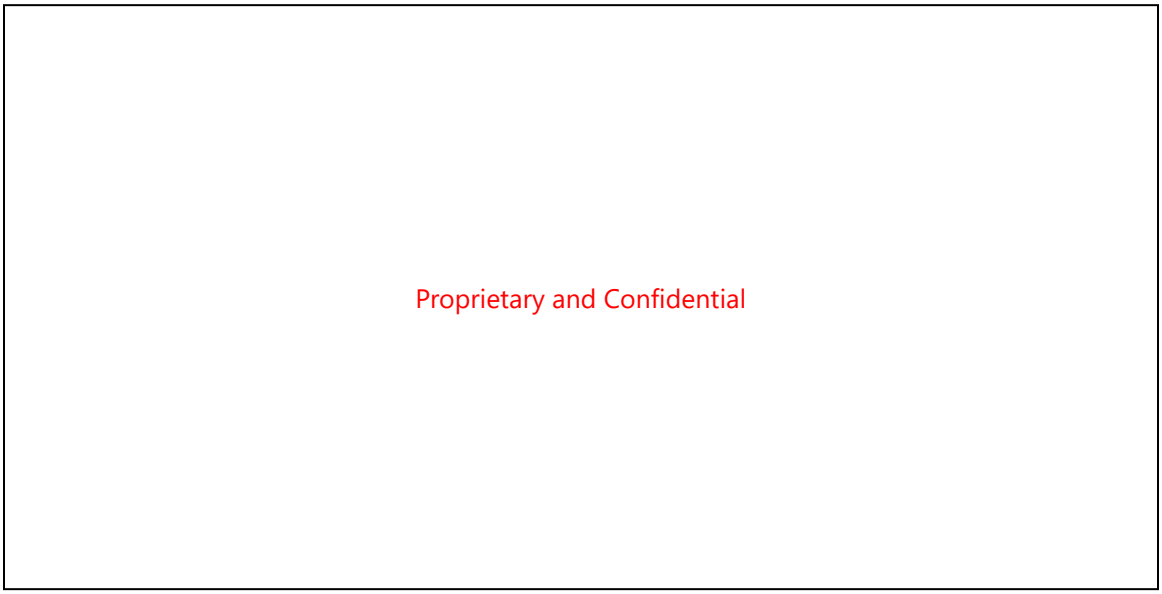
Meal Plan Drop-Down Menu (Example 22)



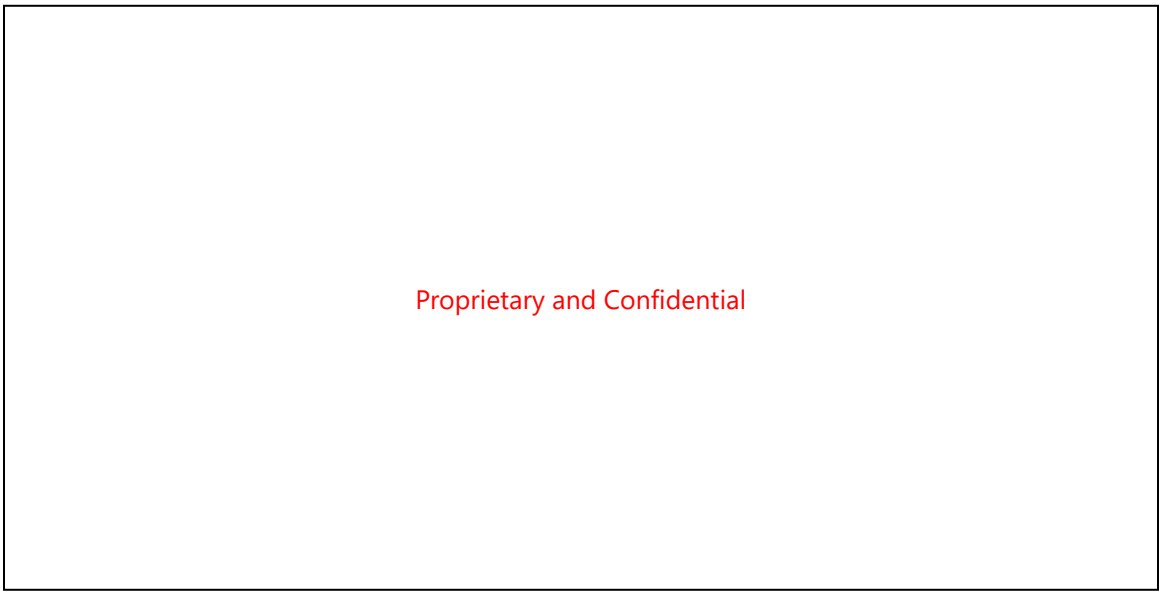
Adding Funds to Meal Plans (Example 23)



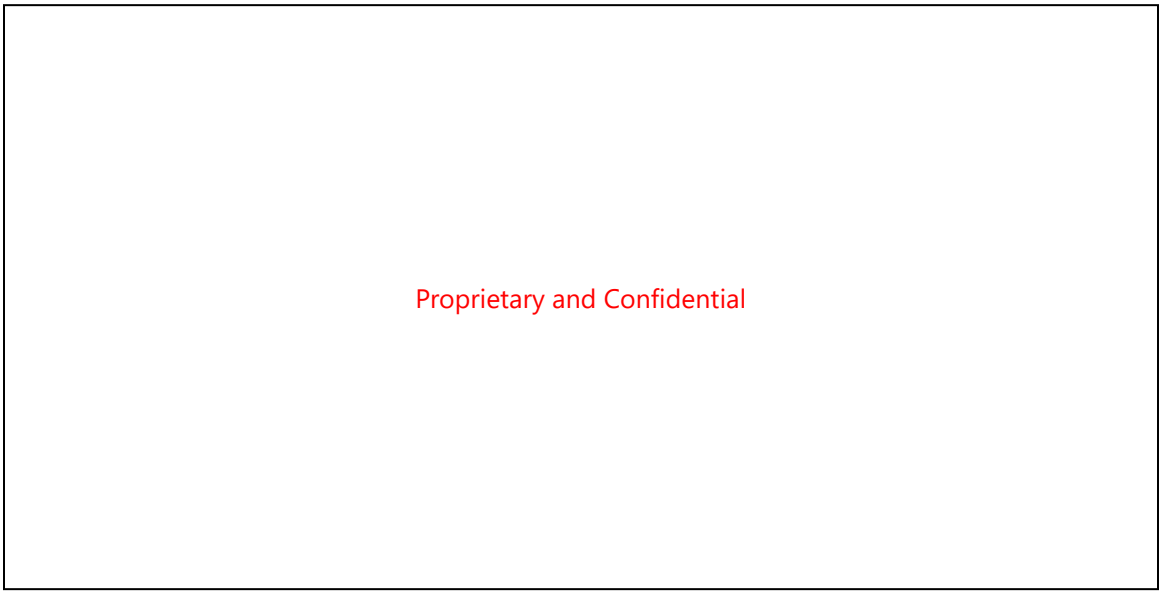
Meal Plan Shopping Cart (Example 24)



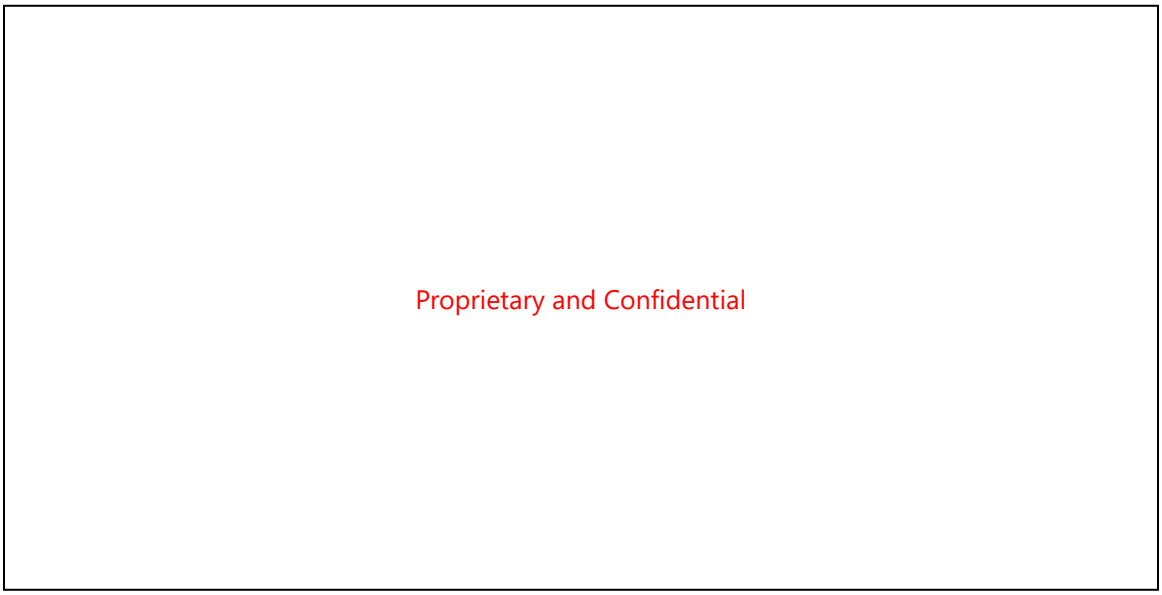
Low Balance Notification (Example 25)



Auto-Replenish (Example 26)



Current Status and Payment Card Information (Example 27)



Digital Custom Forms

Digital Custom Forms is an integrated form building tool designed to help schools easily and securely collect all the information required from parents, students, employees, and the community. Using this module, schools can transform all the paper-based forms required from parents and students to dynamic online digital forms integrated with online payments. The payment infrastructure of *School Cash Online* allows items with fees and forms (e.g., field trips) to be processed in a single online transaction. Features include:

- Forms are completely customizable for the unique requirements of schools and districts
- Access to KEV's templates for most common forms used by schools and districts
- Incorporate real-time price adjustments into the item's price based on which fields are selected by parents
- Information can be collected for no-fee items with a $0 amount
- Reports can capture digital images of parent/guardian's e-signatures
- Forms can be made available at both the school level and the district level
- URLs can be generated to promote the form through other channels
- Easily view and export the submission results from everyone who has completed the form

The following pages showcase three form examples. In addition, please visit https://kevdemo.schoolcashonline.com/Fee/Index to view a broader sampling of forms that schools have created. Note that the data extracts from these forms include all the basic data expected, in addition to capturing valuable elements such as digital signatures and file attachments (e.g., JPEG images of a passport photo).

Sample Form: Ticket Sales

Make it easy for parents, family members, and the community to purchase tickets for various events held throughout the school year. The *Digital Custom Forms* module simplifies ticket sales for sporting events, theatre productions, summer camps, dances, and other student productions. No login is required to purchase tickets, and tickets can be sold with a dollar value or created as zero-cost items.

Example 28

Proprietary and Confidential

Sample Form: Fundraising

Schools can significantly increase their fundraising revenue by making student fundraisers available online for neighbors, grandparents, and the overall community. Because KEV works with thousands of schools across North America, forms for the most common fundraising vendors are available for use in our template library.

Example 29

Proprietary and Confidential

Sample Form: Field Trip Permission Slip

Imagine the time that digital forms could save for teachers and program coordinators who are running extracurricular events with students. Everything from event fees to critical information about whether students are carrying EpiPens or have severe allergies can all be completed and compiled to prevent any tragedies while offsite with hundreds of students. All data captured from submitted forms can be easily extracted to an electronic or paper summary report to be referenced while on the trip.

Example 30

Proprietary and Confidential

Sample Form: Spirit Wear

Supporting school spirit has never been easier for parents, community members, and students. Schools using *Digital Custom Forms* have experienced large increases in sales due to the ease and simplicity of the ordering process. Our *Forms* solution provides districts with an eCommerce solution, without the hassle and complexity of building and managing separate eCommerce sites for each school.

Example 31

Proprietary and Confidential

School Cash Express

School Cash Express extends item creation and payment reporting to non-administrative school staff ranging from coaches to parent council members. With *School Cash Express*, school staff complete an online request form to have new items published online for purchase in the *School Cash Suite*. The school office reviews the submission and can approve, edit, or reject the item. Once approved, the item is made available for purchase, and teachers and parent council members can easily run online reports to check which students have and have not paid for the item.

School Cash Register (Point of Sale Payments)

School Cash Register (SCR) is a virtual point-of-sale solution that records in-school payments via cash, check, and credit cards. Items that have been paid for using this module are automatically marked as such within the associated *School Cash Online* accounts. Features include:

- Receipting displays current payments and outstanding amounts
- Statement/invoices can be generated by individual student, grade, outstanding, paid, or all students
- Option to add items on the fly which will post to *School Cash Online*
- Ability to make partial payments, waive, or void amounts
- Close-out feature which posts to the general ledger accounts

Point of Sale Hardware

School Cash Register is the POS software component of the *School Cash Suite* that allows processing payments at the school office. A Clover Flex POS device allows school office staff to process credit/debit card payments in an integrated fashion, rather than using separate device from another vendor processing cards that would require manual re-entry of the transaction into *School Cash Register*. The Clover Flex connects directly to the Clover Cloud, so no payment data is transferred or captured by hardware.

clover
A First Data Company

Features	Specifications
Built-in receipt printer and barcode scanner	*1.6GHz Quad Core A7 Processor*
Fast and flexible wireless connectivity with an optional 3G data plan	*Antimicrobial Corning® Gorilla® Glass; 5-inch HD display with a 1280x720 LCD color screen for clear, crisp images.*
Electronic signature, making it easier to keep track of receipts and to help prevent future chargebacks	*3G and WiFi Connectivity*
Fully integrated with the School Cash Suite.	*PCI PTS V5.0 Security*

Business Process Improvement Analysis

KEV views business process transformation as the careful examination of the steps required for school districts to achieve defined goals within their efforts to automate as many actions as possible. Our approach in working alongside school financial leaders begins with an analysis led by our Fee Management Consultants. It is about starting with "Why?" to provide the finance leaders with business metrics to help quantify the value of the transformation. Like these financial leaders, KEV believes that unlocking the potential begins with an integrated system. Our *Business Process Improvement Analysis* is rooted in four guiding questions:

1. What time savings and efficiencies could be realized for teachers, office staff, and district business officials?
2. To what degree could schools increase revenues and profitability through the introduction of technology as a multiplier, through online fundraising, donations, and other collection opportunities?
3. What would be the value of reducing loss, theft, and misappropriation of funds by eliminating cash in schools?
4. What cost savings could be realized by going green and eliminating paper-based school-to-home notifications and forms?

SIS Integration

The KEV Group's *Student Information System Integration Module* allows schools to automatically sync student information data from the district's central SIS into the *School Cash Suite*.

Sandbox Site

Access to a sandbox environment provides districts with a non-production environment for training/testing purposes using the district's actual student and financial data. Both standard and premium versions of the Sandbox are available for districts.

Positive Pay

Allows for deposited checks to be automatically uploaded to the school's bank account for fraud prevention purposes.

Auto Cost Recovery

Auto Cost Recovery (ACR) allows districts to add a small percentage mark-up to the price of an item to help defray the cost of annual software licensing and merchant processing fees. By using ACR, a district can easily automate this mark-up process across all items and can achieve full cost neutrality of the KEV solution. Upon purchase of an item within the *School Cash Suite*, the system routes the funds received for the original cost of the item into the school's bank (or ledger) account while simultaneously routing the added mark-up into the district's bank account – thus allowing the district to apply these additional funds to the cost of the overall solution.

Client Success Manager

As a KEV client, districts will have ongoing access to a dedicated *Client Success Manager* to help with product training, technical support, parent marketing, and more. Our Client Success team is staffed with former school district employees that are experts in all things related to school finances.

Parent and District Help Desks

At KEV Group we offer customer support to district staff as well as parents and guardians. Parents within a school district will have ongoing access to our 24/7/365 parent help desk to support them in making online payments, and in registering or adding students to their account. Our self-serve support website allows parents to quickly find answers to their questions and to ensure that school communities get the support they need.

District support covers various topics pertaining to deposits, checks, reconciliation, year-end closeout, fee creation, reports, and more. District staff may report issues directly to KEV technical support through an online helpdesk within the business hours of 9am to 5pm EST. This ensures that technical issues are addressed in a timely manner and allows KEV to track development requests so that user feedback from districts finds its way into future releases of our products.

KEV Group utilizes a tiered support structure as issues arise. Our first-line triage can provide answers and quick resolutions, while issues requiring deeper analysis can be escalated to Tier-2 support. Lastly, our development teams can assist with potential bugs in the software.

KEV Connect

KEV Connect is a series of interactive online learning sessions that are designed to help districts and school staff learn from KEV trainers and industry experts on all areas of the *School Cash Suite* and the K-12 financial management industry. This allows districts to interact with other members of the KEV community and share best practices.

Resource Center

District and school staff will have access to KEV's online *Resource Center* that includes user guides, tip sheets, eLearning videos, and FAQs. This includes access to marketing materials and best practices to increase parent and student usage.

Product Advisory Committee

As a company focused on one product, with 22 years of experience in school funds management, we bring a unique value proposition to the K-12 space, including the ability to closely observe, pivot, and adjust to school district needs as they arise. Not just because we can, but because it's in our DNA. Therefore, we would welcome new K-12 customers to join our *Product Advisory Committee* – informing our roadmap, innovation, and localization to stay current with statewide policies and reporting requirements.

User Group Conferences

As a KEV client, districts can participate in KEV's *User Group Conferences*. The aim of these conferences is to help our users learn about best practices related to the *School Cash Suite* and expand their professional network. KEV hosts several regional conferences each year.

TAB 6

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
(Appendix C, Doc #1)

Antitrust Certification Statement (Tex. Government Code § 2155.005)
(Appendix C, Doc #2)

Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
(Appendix C, Doc #3)

Texas Government Code 2270 Verification Form
(Appendix C, Doc #4)

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☑ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Oct 25, 2018
Date

Director of Operations
Authorized Signature & Title

List of Proprietary and Confidential Information – KEV Group

The following is a list of elements found within this proposal that are considered proprietary and confidential as they contain business logic, business methods, and system screenshots. Therefore, KEV Software, Inc., requests exception and protection of these items under Region 4 ESC's Open Records Policy.

Sign-in – Example 1 – Page 11	**School-Level Reconciliation Report –** Figure 6 – Page 37
Select Items – Example 2 – Page 12	**District-Level Reconciliation Report –** Figure 7 – Page 37
Check-out – Example 3 – Page 13	**Form 1099 Vendor Summary Report –** Figure 8 – Page 38
Enter Payment Information – Example 4 – Page 14	**Vendor Report with Grand Totals –** Figure 9 – Page 38
Confirm Billing Address – Example 5 – Page 15	**Item Attachment Report –** Figure 10 – Page 39
Review Order – Example 6 – Page 16	**Detailed Transaction Reports –** Figure 11 – Page 39
Confirmation – Example 7 – Page 17	**Customized Transaction Report –** Figure 12 – Page 40
Electronic Receipts – Example 8 – Page 18	**Online Payment Deposit Batch Report –** Figure 13 – Page 41
Parent Notifications – Example 9 – Page 19	**Deposit Batch Report Detail –** Figure 14 – Page 42
Parent Reminders – Example 10 – Page 20	**Student-Level Paid Report –** Figure 15 – Page 43
Fee Setup – Example 11 – Pages 21-22	**Student-Level Outstanding Report –** Figure 16 – Page 43
Fee Assignment – Example 12 – Page 23	**Student Statement** – Figure 17 – Page 43
Chart of Accounts – Example 13 – Page 25	**School Cash Suite** – Cloud Provider – Figure 18 – Page 62
Trial Balance Report – Example 14 – Page 26	**School Cash Online** – PCI Cloud Provider – Figure 19 – Page 62
General Ledger Inquiry – Example 15 – Page 27	**North American K-12 References** – Pages 71-72
Journal Entries – Example 16 – Page 28	**Meal Plan Drop-Down Menu –** Example 22 – Page 756
Entering Transactions – Example 17 – Page 29	**Adding Funds to Meal Plans** – Example 23 – Page 76
Generating Deposits/Receipts – Example 18 – Page 30	**Meal Plan Shopping Cart** – Example 24 – Page 76
Issuing Checks - Example 19 – Page 31	**Low Balance Notification** – Example 25 – Page 77
Printing Checks – Example 20 – Page 32	**Auto-Replenish –** Example 26 – Page 77
Bank Account Reconciliation – Example 21 – Page 33	**Current Status and Payment Card Information** – Example 27 – Pg 78
Board-Level Umbrella Report – Figure 1 – Page 34	**Sample Form: Ticket Sales** – Example 28 – Page 79
District-Level Fund Report by School – Figure 2 – Page 34	**Sample Form: Fundraising** – Example 29 – Page 80
School-Level Umbrella Overview – Figure 3 – Page 35	**Sample Form: Field Trip Permission Slip** – Example 30 – Page 81
School-Level Category Transactions – Figure 4 – Page 35	**Sample Form: Spirit Wear** – Example 31 – Page 82
School-Level Reconciliation Screen – Figure 5 – Page 36	

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

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

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

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

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

Company KEV Group Inc.

Address 300 S. Harden Street
Suite 624-562
Fort Worth, TX
76104

Phone 866-891-9138

Fax _____

Contact

_____
Signature

Joshua Shural
Printed Name

Director of Operations
Position with Company

Official Authorizing Proposal

_____
Signature

Joshua Shural
Printed Name

Director of Operations
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-419103

Date Filed:
10/25/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

KEV Group, Inc.
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Texas Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation 19-01
Online Registration and Automated Payment Solutions

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Serent Capital	San Francisco, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Joshua Shuval, and my date of birth is Nov 25, 1980.

My address is 518 Coldstream Av (street), Toronto (city), ON (state), M6C2G6 (zip code), CA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Toronto County, State of ON, on the 25 day of Oct (month), 20 18 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Joshua Shural, as an authorized representative of

HFV Group Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

Form Revised 10/27/2017

TAB 7

National IPA Response to a National Program
(Appendix D, Exhibit A)

B. Total number and location of sales persons employed by Supplier.

KEV Group currently employs eight (8) salespersons who are located across North America, including Texas, Alabama, North Carolina, Ontario, and British Columbia.

C. Number and location of support centers (if applicable) and location of corporate office.

U.S. Headquarters
3000 S Hulen Street
Suite 124-562
Fort Worth, Texas 76109

Canada Headquarters
1167 Caledonia Rd #200,
North York, ON M6A 2X1

Phone: 1.866.891.9138
Fax: 1.866.891.9139
Email: info@kevgroup.com

D. Annual sales for the three previous fiscal years.

The KEV Group is proud to be cash-flow positive for many years due to significant revenue and client growth over our history. During this time, we have added thousands of schools across North America onto our platform while processing hundreds of millions of dollars through our online payment portal. We have also infused meaningful degrees of investment back into our product and expanded our client services and support teams.

In addition, KEV Group has recently received a minority investment from Serent Capital, a San Francisco-based private equity firm focused on investing in high-growth technology and services businesses. To learn more, visit https://kevgroup.com/blog/kev-group-receives-a-minority-investment-from-serent-capital/.

Should KEV Group be awarded a contract with Texas Region 4 ESC, we would request that both Region 4 ESC and National IPA sign a Non-Disclosure Agreement prior to KEV sharing detailed financial information.

E. Submit FEIN and Dun & Bradstreet report.

The KEV Group's Federal EIN is 20-8977360, and our Dun & Bradstreet DUNS number is 967991436. Should KEV Group be awarded a contract with Texas Region 4 ESC, we will be happy to provide the requested Dun & Bradstreet report at that time.

F. Describe any green or environmental initiatives or policies.

Not applicable.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Not applicable.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Not applicable.

I. Describe how supplier differentiates itself from its competitors.

Please see our RFP response page 7 under "Executive Summary."

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Not applicable.

K. **Felony Conviction Notice: Indicate if the supplier**

i) is a publicly held corporation and this reporting requirement is not applicable;

ii) is not owned or operated by anyone who has been convicted of a felony; or

iii) is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

KEV Group is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier.

None

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Please see our RFP Response pages 9-43 under "Solution Overview" and pages 74-85 under "Value Add."

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Not applicable.

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

School districts will utilize KEV Group's integrated merchant services partner, BluePay, for credit and debit card processing. BluePay is a wholly owned subsidiary of First Data. Please note that our merchant partnerships may evolve over time, and as such KEV will reserve the right to refer its then-current merchant services partner to applicable districts upon signing of a Statement of Work.

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Not applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i) Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii) Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the National IPA team within first 90 days

Upon award of the contract and finalization of the Master Agreement, the KEV Group is committed to a national effort of evangelizing our partnership with National IPA and the ability of K-12 school districts to leverage the savings and benefits available to them through contract purchasing. To this end, KEV Group anticipates the following efforts:

1. *Executive leadership endorsement of the award as the go-to-market strategy, including directives to all sales teams and marketing initiatives to create co-branded collateral and website updates that highlight KEV's new partnership with National IPA. (First 30 Days)*
2. *Extensive training of KEV's sales and marketing teams – led by KEV sales leadership with assistance from the National IPA team – to instruct and guide sales personnel on the nature of the national contract with National IPA, key features of the Master Agreement, benefits for school districts, solicitation guidelines and purchasing mechanisms, contract pricing and stipulations, the agreement's limitations, short- and long-term marketing strategy, and more. (First 60 Days)*
3. *Communication efforts to prospective K-12 school districts that have previously expressed the desire to purchase via cooperative agreements, thus alerting them to KEV Group's agreement with National IPA and the opportunity for those districts to utilize the Master Agreement for purchases. (First 90 Days)*

Upon award of contract and finalization of the Master Agreement with National IPA, the KEV Group will work closely with the National IPA team to develop an appropriate and effective go-to-market strategy.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i) Creation and distribution of a co-branded press release to trade publications

ii) Announcement, contract details and contact information published on the Supplier's website within first 90 days

iii) Design, publication and distribution of co-branded marketing materials within first 90 days

iv) Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v) Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

vi) Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii) Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii) Dedicated National IPA internet web-based homepage on Supplier's website with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's website including the online registration page;
- A dedicated toll-free number and email address for National IPA

KEV Group acknowledges and agrees to the above provisions, and we are committed to working with the National IPA team in identifying and developing multiple strategies both nationally and regionally to expand awareness of the Master Agreement across qualifying Public Agencies nationally. However, we believe that details around such efforts, including anticipated timeframes, are best developed in partnership with the National IPA team, and we welcome the National IPA team's guidance and recommendations in creating and executing these and many other strategies to market and capitalize upon the new Master Agreement.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

KEV anticipates that existing customers will be notified of the new Master Agreement through press releases, marketing initiatives, and/or direct communication from sales personnel and assigned client success managers. To this end, our goal will be to make existing customers aware of the new agreement, and to provide the information required for those customers to evaluate the option of transitioning to the new Master Agreement. In addition, the Master Agreement will be discussed in detail with customers prior to their subscription renewal dates, with the goal of moving those customers to the Master Agreement should they choose – especially those customer that would normally require issuance of an RFP to renew their contract.

D. Acknowledge Supplier agrees to provide its logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

KEV Group acknowledges and agrees to the above provisions.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

i) Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii) Best government pricing
iii) No cost to participate
iv) Requirements for National Cooperative Contract
v) Non-exclusive contract

KEV Group acknowledges and agrees to the above provisions.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i) Key features of Master Agreement

ii) Working knowledge of the solicitation process

iii) Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

iv) Knowledge of benefits of the use of cooperative contracts

KEV Group acknowledges and agrees to the above provisions.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i) Executive Support

Joshua Shuval
Director of Operations and Risk Management
joshs@kevgroup.com
(866) 891-9138 ext. 230

ii) Marketing

Ben Cade
Account Executive
benc@kevgroup.com
(866) 891-9138 ext. 355

iii) Sales

Ben Cade
Account Executive
benc@kevgroup.com
(866) 891-9138 ext. 355

iv) Sales Support

Dava Watson
Sales Engineer
davaw@kevgroup.com
(866) 891-9138 ext. 350

v) Financial Reporting

Joshua Shuval
Director of Operations and Risk Management
joshs@kevgroup.com
(866) 891-9138 ext. 230

vi) Accounts Payable

Ruchika Shah
Accountant
ruchikas@kevgroup.com
(866) 891-9138 ext. 230

vii) Contracts

Joshua Shuval
Director of Operations and Risk Management
joshs@kevgroup.com
(866) 891-9138 ext. 230

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

KEV Group's national sales teams are structured to provide complete coverage across the United States. Current territories include:

- *Western United States*
- *Midwestern United States*
- *Eastern United States*
- *Southern United States*

Sales executives and sales support personnel are currently located in Texas, Alabama, North Carolina, Ontario, and British Columbia. Sales teams include six (6) Account Executives, one (1) Sales Development Representative, one (1) Sales Engineer, and Sales Leadership. The Executive Leadership contact for the sales team is Bram Belzberg, CEO (bramb@kevgroup.com - 866.891.9138).

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

We believe that a signed Master Agreement with National IPA will provide the KEV Group with an effective mechanism to extend KEV's brand awareness and customer footprint across the United States. To achieve these goals, we plan on working closely with National IPA to develop and leverage collaborative marketing initiatives nationally; to highlight the National IPA Master Agreement across all marketing collateral and within direct conversations with prospective school districts; to partner with the National IPA team in the sharing of sales leads; to promote the national program on the KEV Group website and within regional and national trade publications; to expand our presence and participation alongside National IPA at regional, national, and National IPA-sponsored trade shows; and more.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Please see our responses to Items C and I above. In addition, KEV Group may provide dedicated staff among the sales and sales support teams to coordinate new account setup, to oversee contract administration, and to serve as a dedicated point of contact for all inquiries and questions related to the National IPA Master Agreement. KEV is committed to working closely with the National IPA team in developing and implementing appropriate strategies and structures around marketing, sales, and contract administration.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Please see our response to Item D under Section 3.1. Should KEV Group be awarded a contract with Texas Region 4 ESC, we would request that both Region 4 ESC and National IPA sign a Non-Disclosure Agreement prior to KEV sharing detailed financial information.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Not applicable.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

At this time, the KEV Group requires additional information about and a deeper understanding of the anticipated national contract volume to be gained from a partnership with National IPA before we can guarantee minimum Contract Sales. However, we look forward to working closely with National IPA to collaborate on our partnership and to leverage the benefits of a national contract that will result in significant financial benefit for both KEV Group and National IPA.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i) Respond with Master Agreement pricing (Contract Sales reported to National IPA).

ii) If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

iii) Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).

iv) If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

In those scenarios where Public Agencies choose to issue their own solicitations rather than utilizing the Master Agreement directly, we anticipate that our standard response to those solicitations will continue to be based on the contract pricing found within the Master Agreement (with contract sales reported to National IPA). Should conditions require lower pricing, we still believe that we would utilize the Master Agreement and would respond with more competitive pricing while still within the confines of the Master Agreement (with contract sales reported to National IPA) to simplify the bidding and purchase process.

Should the Public Agency refuse to utilize the Master Agreement, we would provide pricing higher than the contract pricing found in the Master Agreement; and when possible, would provide alternative proposals that would present higher non-contract pricing as well as lower Master Agreement pricing as the alternative proposal.

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency
reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency 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 CFR part 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..

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Offeror's Name: KEV Group Inc.

Address, City, State, and Zip Code: 3000 S Hulen Street Suite 124-562 Fort Worth, TX 76109

Phone Number: 866-691-9138 Fax Number: _____

Printed Name and Title of Authorized Representative: Joshua Shuval, Director of Operations

Email Address: joshs@chevgroup.com

Signature of Authorized Representative: _____ Date: Oct 29, 2018

NEW JERSEY BUSINESS COMPLIANCE

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

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

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

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

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: KEV Group Inc.

Street: 3000 S Hulen St 124-562

City, State, Zip Code: Fort Worth, TX 76109

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Joshua Shaval, *an authorized representative of* KEV Group Inc, *a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
KEV Software Inc	1167 Caledonia Rd Toronto, ON M6A 2W5	

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

Oct 25, 2018 — Director of Operations

Date — ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: KEV Group Inc.

Street: 3000 S Hulen Street, Suite 124-562

City, State, Zip Code: Fort Worth, Texas 76109

State of _____

County of _____

I, JOSHUA SHOVAL *of the* Toronto
Name *City*

in the County of Ontario, *State of* Canada
of full age, being duly sworn according to law on my oath depose and say that:

I am the Director of operations & Risk *of the firm of* KEV Group Inc
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

KEV GROUP INC
Company Name

Director of Operations
Authorized Signature & Title

Subscribed and sworn before me

this 26th day of October, 2018

Notary Public of Ontario, Canada
My commission expires Unlimited Duration, 20__

SEAL

Victor Nnamdi Opara
Barrister & Solicitor
Notary Public & Commissioner of Oaths
in and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given.

NOTARIZERS.CA
T:416.782.5926
783 Lawrence Ave. W., #10
Toronto, ON M6A 1C2
T: 416.782.5926 F:416.782.2286

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT

(P.L. 1975, C.127)

Company Name: UEV Group Inc

Street: 3000 E. Hulen Street 124-962

City, State, Zip Code: Fort Worth TX 76109

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302)

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

Oct 25, 2018
Date

Director of Operations
Authorized Signature and Title

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

_____
Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	UEV Group Inc.		
Address:	3000 S. Hulen Street 124-567		
City:	Fort Worth	State: TX	Zip: 76109

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Joshua Shural Printed Name Director of Operations Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: uEV Software Inc.	Name:
Home Address: 1162 Caledonia Rd Toronto, ON	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 26th day of October, 2018

(Notary Public)

My Commission expires: Unlimited Duration

(Affiant)

Joshua Shaw, Director of Operations

(Print name & title of affiant)

(Corporate Seal)

Victor Nnamdi Opara
Barrister & Solicitor
Notary Public & Commissioner of Oaths
in and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given.

NOTARIZERS.CA
T:416.782.5926
783 Lawrence Ave. W., #10
Toronto, ON M6A 1C2
T: 416.782.5926 F:416.782.2286

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____ **Bidder/Offeror:** _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): JOSHUA SHUVAL Signature: _____

Title: Director of Operations & Risk Date: Oct 26, 2018

DOC #7

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

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

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
CERTIFICATE OF AUTHORITY

KEV GROUP, INC.
0101049921

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Foreign Profit Corporation organized under the laws of Delaware, has complied with all the requirements of Title 14A of the New Jersey Statutes, and that the business or activity of said Foreign Profit Corporation to be carried on within the State of New Jersey is such as may be lawfully carried on by Foreign Profit Corporation filed under the laws of this State for similar business or activity. The Certificate of Authority was duly filed October 24th, 2018.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of October, 2018

Elizabeth Maher Muoio
State Treasurer

Certificate Number: 140934289

Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Mail to: PO Box 308 Trenton, NJ 08646

STATE OF NEW JERSEY
DIVISION OF REVENUE

Overnight to: 33 West State St. 5th Floor Trenton, NJ 08608-1214

"FEE REQUIRED"

PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. Business Name: KEV GROUP, INC.

2. Type of Business Entity: F R
(See Instructions for Codes, Page 21, Item 2)

3. Business Purpose: Software Services
(See Instructions, Page 22, Item 3)

4. Stock (Domestic Corporations only: LLCs and Non-Profit leave blank):

5. Duration (If Indefinite or Perpetual, leave blank):

6. State of Formation/Incorporation (Foreign Entities Only): Delaware

7. Date of Formation/Incorporation (Foreign Entities Only): January 17, 2007

8. Contact Information:
Registered Agent Name: National Registered Agents, Inc. of NJ

Registered Office:
(Must be a New Jersey street address)
Street 820 Bear Tavern Road
City West Trenton Zip 08628

Main Business or Principal Business Address:
Street 3000 S HULEN STREET STE 124-562
City FORT WORTH State TX Zip 76109

9. Management (Domestic Corporations and Limited Partnerships Only)
- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

Name	Street Address	City	State	Zip

FR
FILED
OCT 24 2018
STATE TREASURER
0101049921

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. Incorporators (Domestic Corporations Only, minimum of 1)

Name	Street Address	City	State	Zip

Signature(s) for the Public Record (See instructions for Information on Signature Requirements)

Signature	Name	Title	Date
	Boram Belzberg	CEO	Oct 23, 2018

NJ080 - 01/01/2017 Wolters Kluwer Online

Confirmation

Congratulations! You have completed the Business Registration process to obtain the Business Registration Certificate for the purpose of bidding on a New Jersey State Contract. If you are awarded a contract, you will need to fully register this business for tax and employer purposes before transacting business with the State. Please call Division of Revenue and Enterprise Services Customer Service Center at 609.292.9292 for any questions on further registration requirements.

Registration Information

Please note the information below and keep it in your records for future use. You will receive an email with similar information. You must download the listed documents as they will not be physically mailed to you. We will mail your Business Registration Certificate to you in ten business days. You can also download your Business Registration Certificate in two business days by visiting https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp (https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp).

Filer ID:

###-###-360/001

Document Locator Number:

N0000233255

Filing Date

10/25/2018

Download Documents:

- Business Registration Document (/DOR/BusinessRegistration/Document/PrintFriendly)

Documents will be available for download for 30 days, until 11/24/2018 from the Document Retrieval Center (/DOR/BusinessRegistration/Document). Use access code: ***8019741f-9a53-4929-913b-3ab5a6fa1972***

Tell us what you think. Take our quick 1-2 minute survey (https://www.surveymonkey.com/r/busregistration)!

Did you know New Jersey offers many business services online?

- Changes to your business? File online (http://www.nj.gov/treasury/revenue/amendcerts.shtml).

- Need copies of your business records? Use the Business Records Service (BRS) (https://www.njportal.com/dor/businessrecords/) to obtain copies instantly.
- Monitor your business filings with CorpWatch (https://www.njportal.com/DOR/CorpWatch).

For more online business services, visit the Division of Revenue and Enterprise Services (http://www.nj.gov/treasury/revenue/).

Go to Premier Business Services (http://www.nj.gov/njbusiness/home/pbs/)

Division of Revenue and Enterprise Services
PO (Post Office) Box 252
Trenton, NJ 08625-0252

Support

DORES (Division of Revenue and Enterprise Services) Website (http://www.state.nj.us/treasury/revenue/)
Contact Us (https://www.njportal.com/ErrorPages/Contact.aspx)

Policies & Procedures

Privacy Policy (https://www.njportal.com/ErrorPages/Privacy.aspx)
Accessibility Policy (https://www.njportal.com/ErrorPages/Accessibility.aspx)
Security Policy (https://www.njportal.com/ErrorPages/Security.aspx)
Legal Statements & Disclaimers (https://www.njportal.com/errorpages/disclaimer.aspx)

DLN	N0000233255
Sequence Number	5158003
Filing Date	10/25/2018
Authorized Representative	Joshua Shuval
Business Name	Kev Group Inc
EIN Number	###-###-360/001
Trade Name on Certificate	Kev Group
Other Trade Names	
Date of Registration filing	10/25/2018
Business Location	3000 S Hulen Street Suite 124-562 Fort Worth TX 76109
Mailing Name and Address	Kev Group 3000 S Hulen Street Suite 124-562 Fort Worth TX 76109
Ownership Type	Out-of-state Corporation
Last Month of Fiscal Year	December
State of Incorporation	DE
Is a subsidiary	No
Owners	Joshua Shuval Officer (Owns 0%) ###-##-0000 1029 Spadina Road Toronto Ontario M5N 2M7 Canada
Business Code	2602
Principal Product or Service	provider of school fund management software solutions
Principal Activity	SAAS software
Industrial Code	
NAICS Code	511210
Number of Workers	0
Contact Name	Joshua Shuval
Title	Officer
Email	finance@kevgroup.com
Daytime Phone	(866) 891 - 9138 x230
Evening Phone	

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "KEV GROUP, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF OCTOBER, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

4223171 8300

Authentication: 203662586

SR# 20187270519

Date: 10-23-18

You may verify this certificate online at corp.delaware.gov/authver.shtml