



November 18, 2021

# Public Sector Operations and Financial Management Software and Consulting Services

**REGION 14 EDUCATION SERVICE CENTER /  
NATIONAL COOPERATIVE PURCHASING  
ALLIANCE**

RESPONSE TO REQUEST FOR PROPOSAL #30-21

# Technical Proposal

**PROPOSAL CONTACT**

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Vice President, Sales  
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**SUBMITTED BY**

Civix  
3300 W. Esplanade Ave., Ste 400  
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November 18, 2021

National Cooperative Purchasing Alliance  
Region 14 Education Center

RE: Request for Proposal (RFP) for Public Sector Operations, and Financial Management Software and Consulting Services, Ref. #: 30-21

GCR Inc., DBA Civix, a public sector technology firm, submits this proposal response to the National Cooperative Purchasing Alliance (NCPA) and Region 14 Education Service Center (Region 14 ESC) to provide lease accounting software to serve the current and future needs of the Region 14 ESC.

At Civix, our goal is to enable public sector transformation. We want to help bring innovative ideas to a public sector that faces significant challenges. When we help our clients succeed, it enables them to make a positive impact in the lives of the people they serve. To summarize our position in the market, we thought it would be helpful to highlight those things that make Civix unique as your member's highest value partner:

1. **Civix's Work is Impactful:**

- a. We help over 100 airports manage their operations.
- b. We support 90% of U.S. nuclear power plants, providing power to >60M people.
- c. We manage records for 25% of U.S. registered voters.
- d. We allow thousands of businesses to get registered to do business.
- e. We help expedite disaster recovery, managing over \$40B in grants.

2. **One Platform; 100% Compliance:** Despite the breadth of functionality requirements, Civix has a solution to each requirement. From a dozen integrated solutions for airports through our AirportIQ platform to our elections and grants management, we transform the public sector.

3. **Most affordable pricing model:** Unlike some of our competitors, most of Civix's pricing modeling is enterprise-wide, meaning there is no limit to the number of leases, users, or locations the system can handle, all for a fixed annual fee. No annual budget surprises.

4. **Client Base:** With several hundred clients currently benefiting from Civix's solutions, our experience extends to each client. Each client matters.

We appreciate the opportunity to submit this response for your consideration and stand ready to begin work immediately upon award. For a more detailed listing of Civix's capabilities and experience, please visit our corporate website at [www.GoCivix.com](http://www.GoCivix.com).

Sincerely,

Timothy A. Walsh  
President  
504-754-0048  
twalsh@GoCivix.com

Proposal Contact

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Vice President, Sales  
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Transmittal Letter

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## Tab 1. Master Agreement/Signature Form

Civix respectfully requests consideration of the following contract language changes to the Authority's Master Agreement. The proposed language for the exceptions are included with added language underlined.

Indemnity	The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all <u>third party</u> claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
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Please see the following page for Civix's completed Signature Form.

# Tab 1 – Master Agreement General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
  - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
  - Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States 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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.



# Process

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

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  - Provide both On-premise solutions as well as Cloud based solutions.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

## Signature Form

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

Prices are guaranteed: **120 days**

Company name	GCR Inc., DBA Civix
Address	3300 W. Esplanade Ave., Suite 400
City/State/Zip	Metairie, LA 70002
Telephone No.	504-784-0048
Fax No.	504-304-2525
Email address	twalsh@gocivix.com
Printed name	Timothy A. Walsh
Position with company	President
Authorized signature	

## **Tab 2. NCPA Administration Agreement**

Civix understands the requirement to execute the NCPA Administration Agreement upon award.

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of December 13, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and GCR Inc., DBA Civix (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 13, 2021 referenced as Contract Number 14-06, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Public Sector Operations, and Financial Management Software and Consulting Services;

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

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

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

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

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

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

### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

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

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

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

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

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

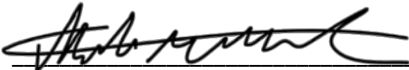
**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 77270

Signature: 

Date: December 13, 2021

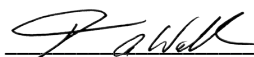
**Vendor:** GCR Inc., dba Civix

Name: Timothy Walsh

Title: President, Critical Infrastructure

Address: 3300 W. Esplanade Ave., Suite 400

Metairie, LA 70002

Signature: 

Date: 12/14/2021



## **Tab 3. Vendor Questionnaire**

Please see the following pages for Civix's completed vendor questionnaire.

## Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands        |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico         |
| <input checked="" type="checkbox"/> Guam                | <input checked="" type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands                 |   |

◆ **Minority and Women**

**Business Enterprise (MWBE) and (HUB) Participation**

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

- **Minority / Women Business Enterprise**
  - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
  - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Metairie, State of LA

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

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

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**  
Contact Person: Richard Metro  
Title: Accounts Payable  
Company: GCR Inc., DBA Civix  
Address: 3300 W. Esplanade Ave., Suite 400  
City: Metairie State: LA Zip: 70002  
Phone: 504-304-0722 Email: metro@gocivix.com

- Purchase Orders

Contact Person: Ann Grob  
 Title: Accounting Supervisor  
 Company: GCR Inc., DBA Civix  
 Address: 3300 W. Esplanade Ave., Suite 400  
 City: Metairie State: LA Zip: 70002  
 Phone: 504-304-0722 Email: agrob@gocivix.com

- Sales and Marketing

Contact Person: Spencer Stewart  
 Title: Vice President, Sales  
 Company: GCR Inc., DBA Civix  
 Address: 3300 W. Esplanade Ave., Suite 400  
 City: Metairie State: LA Zip: 70002  
 Phone: 850-245-9050 Email: sstewart@gocivix.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
    - Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer,
  - Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
  - Yes       No

- ◆ Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
N/A			

# Tab 4. Vendor Profile

*Company’s official registered name.*

**Civix Response:** GCR Inc., DBA Civix

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

**Civix Response:** GCR Inc., DBA Civix (Civix), is recognized as one of the top government software and service providers in the U.S., and as such, believe we are most qualified to provide the identified software, services and support. Civix was incorporated in Louisiana in 1979, with the goal to provide software and services to the public sector. Over those 40 years, we’ve grown entirely through organic growth, one client at a time, through word of mouth and strong referenceable clients and relationships, earning our current position as a leader in the finance space for public agencies. Our team of approximately 400 employees provides industry expertise, technology, and proven processes to transportation, government, and grants clients.

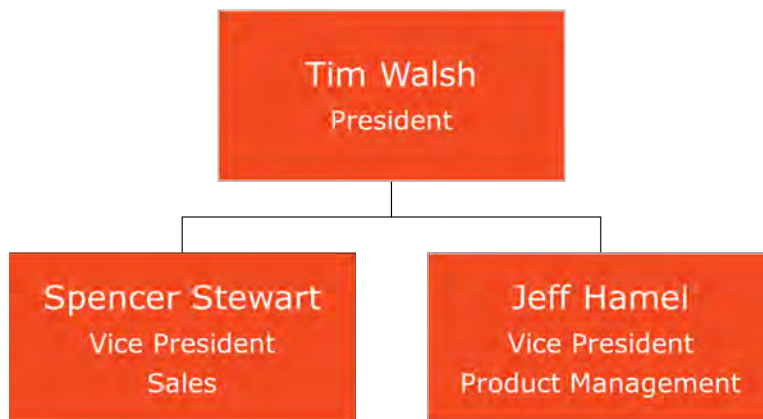
<b>Company Details</b>	GCR Inc., DBA Civix 3300 West Esplanade Avenue, Suite 400 Metairie, LA 70002 504-304-2500 <a href="http://www.GoCivix.com">www.GoCivix.com</a>
<b>History</b>	Civix is a recognized leader in providing public sector software and services to over 100 government clients. Our primary business is integrated commercial off-the-shelf (COTS) software and consulting, offering implementation, training and support. Civix’s staff utilizes an in-depth understanding of both public sector accounting and IT industries to develop and implement comprehensive solutions that address operational complexities for all clients.
<b>Depth of Experience</b>	From the FAA and state governments to local governments of all sizes, we count them as clients and friends. For more than 20 years, the federal government has used Civix’s software to track data related to over 20,000 facilities in the U.S. Thirteen U.S. State Transportation Departments and over 100 local governments use our commercial software.
<b>Specialized Experience</b>	Civix’s industry-leading lease management software, <b>Public Business &amp; Revenue Manager (PBRM)</b> and its support staff of revenue finance experts and CPAs help public agencies comply with federal regulations including reporting on lessor leases under GASB 87, increase revenue, and organize data to facilitate optimal decision making.

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

**Civix Response:** 21019674

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

**Civix Response:** Please see the following organization chart.



**Figure 1: Organizational Chart**

Corporate office location.

**Civix Response:** 3300 West Esplanade Avenue, Suite 400, Metairie, LA 70002

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

**Civix Response:** 6

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

**Civix Response:**

Timothy A. Walsh  
President  
3300 West Esplanade Avenue, Suite 400  
Metairie, LA 70002  
504.754.0048  
[twalsh@GoCivix.com](mailto:twalsh@GoCivix.com)

Spencer Stewart, RPA, CPM©  
Vice President, Sales  
3300 West Esplanade Avenue, Suite 400  
Metairie, LA 70002  
805.245.9050  
[sstewart@GoCivix.com](mailto:sstewart@GoCivix.com)

Define your standard terms of payment.

**Civix Response:** Net 30

Who is your competition in the marketplace?

**Civix Response:** Smaller agencies with a few dozen leases often find Excel to be a manageable manual option to manage their leases. As a public agency grows, a series of Tier 2 software provides often become relevant, including Visual Lease and Lease Query. However, since those provide a singular functionality, that of GASB 87 only, clients often find their functionality limiting, which often forces them to select a more robust Tier 1 lease management solutions, like PBRM. Our modular approach to licensing allows our clients to license only those discrete sets of functionalities needed at the moment and to fit into a specific approved budget. And as that organization's needs expand beyond GASB 87, a simple amendment is all that's needed to license additional functionality, extending the value of the PBRM platform further throughout the public agency.



*What differentiates your company from competitors?*

**Civix Response:** While we outlined some unique differentiators in the cover letter, our response to this question follows, highlighting those things that make Civix unique as your member's highest value partner:

- **One Platform; 100% Compliance:** Despite the breadth of functionality requirements, Civix has a solution to each item. From a dozen integrated solutions for airports through our AirportIQ platform to our elections and grants management, we transform the public sector.
- **The Power of COTS:** All our solutions are 100% commercial off the shelf (COTS). And while all underlying functions are ready for you to tap into, they've been built in such a way to extend the greatest degree of flexibility to your organization and its users.
- **Most affordable pricing model:** Unlike some of our competitors, Civix's pricing model is enterprise-wide, meaning there is no limit to the number of leases, users, or locations the system can handle, all for a fixed annual fee. No annual budget surprises.
- **Client Base:** With several hundred clients currently benefiting from Civix's solutions, our experience extends to each client. Each client matters to us.
- **Experience:** With 40 years' experience working with governments across the US, Civix has proven time and again that we can handle the breath of challenges, from the simplest and fastest install to the most complicated and unique solution.

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

**Civix Response:** Similar to the way in which we market our GSA Schedule 70 contract, we will highlight the simplicity of this contract's licensing model at our annual user conference, during our monthly client Lunch & Learns, and by offering to send proposals under this contract to appropriate prospects.

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

**Civix Response:** All contracting and pricing is "owned" by the sales department, in which there are only three FTEs. Once finalized, our Vice President of Sales will include it in the weekly agenda of Civix's sales representatives.

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

**Civix Response:** As the manufacturer and supporter of its own commercial off the shelf (COTS) software, Civix is the only channel through which our products and platforms may be purchased, ensuring a consistent message, delivery of services and support to the client

population. As such all licensing is done through contract vehicles, similar to the one contemplated herein.

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

**Civix Response:** The subscription for Civix's Hosting & Support Program includes full access to your account, unlimited users, update releases and Civix help desk support. We will maintain, secure and update your lease accounting instance for the term of the agreement.

The software covered by the annual Hosting & Support Program includes the proposed solution plus future versions of the product offered by Civix as an incremental upgrade. The following demonstrates the primary features of Civix's Hosting & Support Program:

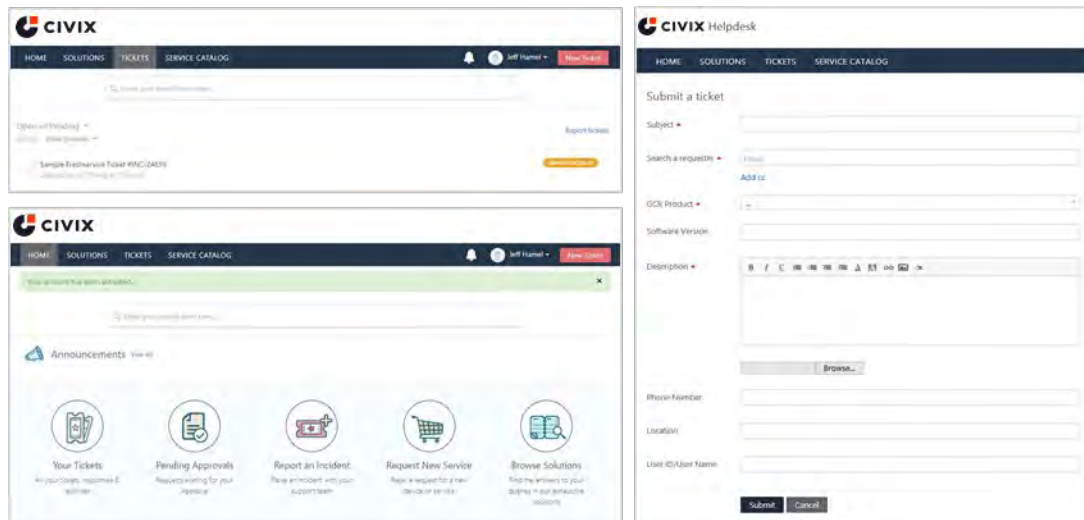
- **Enhanced Technical Support** – Civix has a dedicated 24/7/365 support portal for logging help desk tickets either via a product email address or directly within the support portal. In addition, Civix has a dedicated support phone line. Emergency technical support for Civix's cloud hosted applications include server and performance monitoring 24/7/365.
- **Timeliness of Incident Resolution** – Commercially reasonable efforts to provide modifications or additions to correct errors in the software reported by NCPA
- **New Releases** – Incremental upgrade releases (not requiring modifications outside the support of the base system) and documentation will be available for purchased modules during the term of the agreement
- **Program Enhancements** – Enhancement releases (not requiring modifications outside the support of the base system) for the software will be available for all purchased modules during the term of the Agreement
- **Installation Assistance** – Support for proper installation of the current release of software, and subsequent patches or updates described above will be available through remote assistance
- **Online Training** – User training will be available to NCPA through a web-based interface to provide refresher training and support training of new staff members

Civix has a dedicated 24/7/365 support portal for logging help desk tickets either via a product email address or directly within the support portal. In addition, Civix has a dedicated support phone line. Emergency technical support for Civix's cloud hosted applications include server and performance monitoring 24/7/365.

- Dedicated Client Facing Portal
- 24/7 Monitoring
- Initiate Support Tickets via Email or the Portal
- Group Ticket Management & Resolution
- Individual SME Responses
- Transparent Ticket Status & History
- Service Request Escalation for Critical Issues
- Announcements
- Knowledge Base
- Change/Feature Log



Civix’s customer support portal will provide NCPA with prompt and effective problem resolution support. Our support portal is a cloud-based customer service support platform that allows Civix to manage product support for customers and allows customers to track their ticketed support requests.

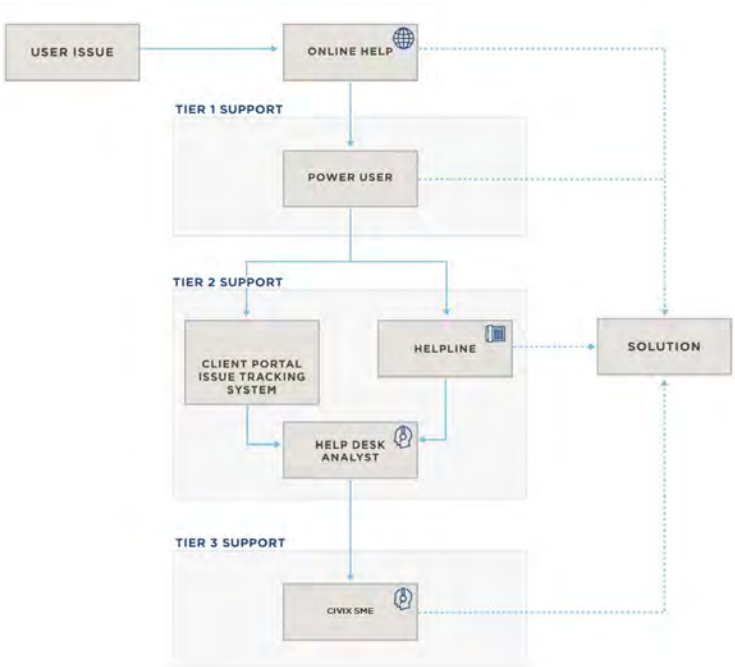


**Figure 2: Users can easily submit tickets and track issues in the Client Portal to monitor resolution progress (Image is Proprietary and Confidential)**

NCPA can log support requests directly into the support portal application or via email which will direct the issue to the appropriate technician for expedited resolution. Using the client support portal, the NCPA users can track the resolution of their issue at any time.

Customer support for issues, questions, and training for the Licensed Programs will follow a standard protocol for resolution (Figure 3).

Upon receipt of the help desk ticket, Civix categorizes the ticket, which will be prioritized using the following scale. The specific progression and escalation of calls follow this pre-defined process:



**Figure 3: Civix's Tiered Support Structure (Image is Proprietary and Confidential)**

PRIORITIZATION	SEVERITY	ISSUE
Priority 1	Urgent	Application Crash
Priority 2	High	Missing Functionality/Business Rule (No Workaround)
Priority 3	Medium	Business Rule/Application Issue (Workaround)
Priority 4	Low	Cosmetic/Non-Critical Functional Issue

- Priority 1 Support** – Provides the highest support for unresolved issues such as application crashes. Help desk assigns a support ticket to Civix technical staff for resolution and Civix prepares a coordinated response. In order to resolve issues as soon as possible, high priority requests will likely use remote delivery. The responsible Civix resource will review the request documentation and investigate further if necessary, documenting new findings, the actions taken, and the completion/resolution.
- Priority 2 Support** – Provides support for program errors or functional questions beyond basic support capabilities. This includes critical functionality issues within the application where no workaround is present.

- **Priority 3 Support** – Provides support for moderate application issues and business rule issues when an acceptable workaround exists for the condition and the application operates with the workaround in effect.
- **Priority 4 Support** – Provides fundamental application support including answering basic questions about program functionality such as user log-in or basic technical questions on system operation.

## **Client Testimonials**

During this season of Covid, where fewer face-to-face meetings take place, if at all, we've found client references to be invaluable. As such, we provide the following testimonials from our clients for your consideration.




**Green Bay was the third customer to latch on to ABM. I can't live without ABM. It is so efficient and time saving, I guess I just can't say enough about it!**

---

*Vicki Reynen, Austin-Straubel International Airport (Green Bay, WI)*



**While I appreciate a product that works --  GCR's (now Civix) certainly does -- I've learned the real gold is in good communication and customer service. GCR (now Civix) stands head and shoulders above the crowd there.**

---

*Holly Jones, Austin-Bergstrom International Airport*



**We are proud to have GCR (now Civix), with their industry leading professional and insight in Airport Management tools, as our Business Partner at GPT. The responsiveness and personalization of the client relationship has provided us a real-time tool in adapting to changing trends in the industry and has kept us ahead of the game. Our Finance Department considers GCR (now Civix) as a vital team member to its daily function, and life as airport finance professionals has been made much easier with GCR (now Civix) in our toolbox.**

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*Stephen Oberlies, CPA, Gulfport-Biloxi International Airport*



When the Gerald R. Ford International Airport Authority added new software, we needed it to be compatible with ABM. When we approached GCR (now Civix) with this request, GCR (now Civix) never hesitated in helping us integrate this new software program. Charlie Abney was instrumental working with the other software company, making sure everything was interfacing and bridging correctly within ABM. Charlie is always professional no matter what issue is presented to him.

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*Judy Junewick, Accounts Receivable Specialist, Gerald R. Ford International Airport Authority, Grand Rapids, MI*



All of the people at GCR (now Civix) are willing to help at any time. It's nice to know that they are there whenever there is an issue and that every issue can be settled—because if there is a problem in the program, I usually can find it. They don't make you feel “stupid” for asking a question. They take time out of their busy schedule to find a solution for you. It is a pleasure to work with all of the employees at GCR (now Civix).

---

*Rose LaPointe, Revenue Accountant, Tulsa International Airport*



To sum up, they are there when I need them and I can't express enough how grateful I am for their expertise and assistance.

---

*Terry Steele, Accountant, Metropolitan Nashville Airport Authority*



*Green Initiatives*

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

*Vendor Certifications (if applicable)*

**Civix Response:** Civix is a professional service consulting firm with diverse service offerings. As a corporation, we understand the importance of sustainability and the National Environmental Policy Act of 1969 (NEPA). One of our business divisions focuses solely on community resilience initiatives, namely the Community Resilience & Planning division. As a viable business unit of Civix, the staff leads and informs our corporate practices and provides continual review and updates. Civix is in the process of developing a CivixCARES policy manual that consolidates and documents the dictates and goals of our practices such that our organization’s commitment to reduce environmental impacts and increase operating efficiency is included in training and onboarding of new employees. Current practices include an array of recycling, water management and energy efficiency protocols. The formalization of our practices into a policy manual will emphasize focus on initiatives that enhance and protect our environment and strengthen our communities. We strive to serve our clients through innovative technologies and deliver on our business responsibilities of growth and value to our employees, customers and shareholders. Through our CivixCARES policy, we look to promote, through company initiatives, ESG standards for our products, culture, and data privacy to not only improve the environment today, but for future generations as well.

Civix supports requests for and use of recycled materials for our hard copy reports and proposals. As a professional services consulting firm, Civix does not handle or produce any hazardous materials.



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

**Civix Response:** GCR Inc., DBA Civix is licensed to do business in the following states:

<b>STATES REGISTERED TO DO BUSINESS</b>			
Alabama	Alaska	California	Colorado
Delaware	District of Columbia	Florida	Georgia
Hawaii	Idaho	Illinois	Indiana
Iowa	Kansas	Kentucky	Louisiana
Maine	Maryland	Massachusetts	Michigan
Minnesota	Mississippi	Missouri	Nebraska
Nevada	New Hampshire	New Jersey	North Carolina
North Dakota	Ohio	Oklahoma	Pennsylvania
Puerto Rico	Rhode Island	Tennessee	Texas
U.S. Virgin Islands	Vermont	Virginia	Washington
West Virginia			

## Tab 5. Products and Services/Scope

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

**Civix Response:** Civix understands and agrees to deliver quality products and services on time and on budget.

*The following is a list of suggested (but not limited to) Public Sector Operations, and Financial Management Software and Consulting Services requirements. The successful respondent(s) will provide products and services that include, but are not limited to the following:*

*Airport Management*

*Business Services*

*Community Planning*

*Election Management*

*Environmental Data Management*

*Ethics Administration*

*Grants Management*

*Revenue Management*

*Right of Way Management*

*Transit Operations*

**Civix Response:** Civix understands and complies with the requirements of the RFP, including software and services to help our clients thrive and stay ahead in efficiency, security and operations. We've organized our response to correspond to the order outlined in the RFP:

### **Airport Management**

Software and services aimed at making airports more efficient, profitable, and secure. Civix's airport solutions provide a 360-degree view of airport operations while enabling airport staff to recover revenue and efficiently maintain and safeguard their environment.

- **Airport Business & Revenue Manager:** Helps manage and generate revenue by controlling lease activity, real property, and asset portfolios
- **Airport Land Manager:** A web-based application used to map, visualize, and catalogue land records
- **Airport Project Manager:** Helps plan, manage, and report on long-range capital projects
- **Airport Safety & Operations Compliance System:** Empowers staff to manage assets, compliance, and airport operations
- **Aviation System Manager:** Streamlines and simplifies the complexities of airport system management for state agencies
- **Gate Manager:** A collaborative gate utilization planning solution that helps airports operate at peak efficiency
- **Safety Management System:** Empowers airport staff to report and mitigate safety issues before they become costly



- **Safety Risk Manager:** A collaborative assessment solution that engages stakeholders in understanding and controlling airfield project risks

## Business Services

Proven, powerful tools to help governments and business work better together.

- **Business Registration:** Enables multiple agencies to manage business registration through an integrated system and provides registrants with clear guidance for starting and growing their businesses
- **Charities:** Builds on Civix's robust Business Registration software, tailoring it to the unique requirements of charity registration and management
- **Notary & Authentications:** Provides full back-office support for the registration, certification, renewal and commission management for Notaries Public and all associated filings
- **Trademark:** Simplifies recording and maintaining Trademark filings and associated processes
- **UCC & Liens Management:** Features a complete set of administration, document management and fulfillment functions for secured transactions under the UCC

## Community Planning

Programmatic and planning services that guide sound and resilient community development. Our planners offer in-depth industry knowledge and proven planning processes to deliver solutions to state and local clients throughout the United States. Civix's unmatched experience gives communities the opportunity to achieve their objectives and bring about transformative change.

- **Resilience, Disaster Recovery & Mitigation Planning:** Helping communities recover from disasters and increase their resilience to natural hazards, climate change, and pandemics
- **Data Analytics:** Local, state, and national data that informs decision making, action plans, and program success
- **Housing Planning:** Technical assistance and full-scale support to further your housing and community development goals

## Election Management

Software that enables safe, secure, accessible, and transparent elections. Elections aren't just a job to us, they're a passion. Our real-world tested applications are used by a majority of states to ensure the integrity of voter and election-related data, and our support teams serve as trusted partners to election officials across the country.

- **Election Management:** Simplifies a complete range of election processes, allowing officials to electronically manage everything from polling station setup to voting and reporting
- **Election Night Reporting:** Empowers elections officials to accumulate, report, and securely share accurate election results in real time

- **Voter Registration:** Supports registration activities and provides analytical functions with routines necessary to the entire election community, including absentee ballot functionality and personal voter portals

## Environmental Data Management

Setting the industry standard in data management. Our data management and compliance software offers one system of record for sample results and readings with robust trend plots and reporting to monitor, track and analyze data.

- **Sample Intelligence:** Within seconds after tests are run and electronically submitted, results are validated and displayed on detailed satellite images which can be accessed anytime, anywhere – from control rooms or mobile tablets – all with rich reports and trend analysis to aid in the evaluation process.

## Ethics Administration

Transparency tools designed to enhance oversight and accountability. We simplify ethics administration with a platform of software applications that are fully-digital, automated, and integrated.

- **Campaign Finance:** Simplifies reporting and transparency for filers, office staff, and the public at large
- **Lobbyist Management & Analytics:** Provides a streamlined electronic solution for lobbyist registration and reporting while offering straight-forward access to records for the public
- **Statements of Financial Interest:** Automates disclosure filing and reporting for officials using centralized online financial interest forms and sources of income statements

## Grants Management

Resources to manage the lifecycle of complex federal grants, from allocation prep to closeout. As former state and local government grant and program administrators, Civix brings experience, lessons learned, and best practices from administering and implementing over \$200 billion in federal grants on behalf of communities across the country.

- **EM Grants Manager:** The only grant management tool designed specifically for state Emergency Management agencies
- **Program Manager:** A complete end-to-end solution for managing the disbursement of grant funds
- **Recovery Portal:** A web-based application that aggregates federal funding sources into related areas and provides real-time data and impactful visuals

## Revenue Management

Enterprise software that manages nearly all aspects of the revenue cycle. Our dynamic lease management system allows public organizations to better identify, track, and generate revenue.

- **A Suite of Fully Integrated Modules**

- Agreement & Company Management
- Billing & Invoicing Management
- Tenant Portal
- Activity Management
- Property & Space Management
- Accounts Receivable Management
- GASB 87 compliance

## Right of Way Management

Software and services that help pave the way for large-scale public works projects. Our project managers, land specialists, and planners have proudly served federal, state, and local public agencies, special districts, and transportation authorities for over 40 years.

- **Land Asset Tracker:** A web-based GIS application that allows agencies to map, visualize, and electronically catalogue critical land records
- **Land Information Management System:** An enterprise web-based system that combines various source documents and records for assessing and managing landholdings

## Transit Operations

An enterprise safety and operations compliance system for transit authorities. Our Transit Safety & Operations Compliance System (TSOCS) helps minimize risk, increase safety, and comply with the Public Transportation Agency Safety Plan (PTASP) Final Rule.

- **Mobility & Integration:** TSOCS allows operational, security, safety, and maintenance personnel to access the same data when completing inspections. Mobile devices are used to save photos, generate work requests, and complete inspections in real time.
- **Work Order Module:** Our Work Order module offers both corrective and preventative maintenance work order types. Aligned with SMS for re-inspection checks, the module features full GIS capability for asset and spatial data tagging. Tenant Portal allows users to perform status checks and reduces phone call volumes.

## Tab 8. Value Added Products and Services

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

**Civix Response:** The following narrative speaks to the depth and breadth of Civix public sector offerings.

### **Additional ABRM services offered by Civix**

#### **Services Value Add #1: GASB Lease Evaluation and Analysis**

**Scope / Deliverable Outline:** Utilizing a CPA-trained staff member, Civix would provide review and ad-hoc advisory services to NCPA to assist with more complex lease determinations for compliance with GASB 87. Should the need for this additional assistance arise, Civix and NCPA will work together to define the scope of the effort. Activity that occurs for this assistance will be tracked by Civix and reported on a monthly basis with the monthly report to include a description of the tasks, the hours and associated cost.

#### **Services Value Add #2: Lease-Type Data Entry**

**Scope / Deliverable Outline:** Civix offers a service to perform the agreement abstract entry into PBRM, which is typically the responsibility of the client. The process follows: Civix provides client a simple template that would need to be populated with core GASB 87 data elements per lease. Civix enters those provisions into PBRM and validates its accuracy. Should NCPA elect to activate this service, Civix and NCPA will work together to define the scope of the effort.

## Tab 9. Required Documents

Please see the following pages for Civix's completed documents:

*Clean Air and Water Act / Debarment Notice*  
*Contractors Requirements*  
*Antitrust Certification Statements*

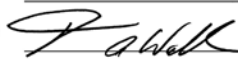
Civix has reviewed the following required documents:

*Required Clauses for Federal Funds Certifications*  
*Required Clauses for Federal Assistance by FTA*  
*State Notice Addendum*

### **Clean Air and Water Act & Debarment Notice**

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

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

Potential Vendor	<u>GCR Inc., DBA Civix</u>
Print Name	<u>Timothy A. Walsh</u>
Address	<u>3300 West Esplanade Ave., Suite 400</u>
City, State, Zip	<u>Metairie, LA 70002</u>
Authorized signature	<u></u>
Date	<u>11/16/2021</u>

## **Contractor Requirements**

### **Contractor Certification Contractor's Employment Eligibility**

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

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

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

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

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

#### **Fingerprint & Background Checks**

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

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

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

#### **Business Operations in Sudan, Iran**

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

Authorized signature



Date


11/16/2021



**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	GCR Inc., DBA Civix
Address	3300 West Esplanade Ave., Suite 400
City/State/Zip	Metairie, LA 70002
Telephone No.	504-304-2500
Fax No.	504-304-2525
Email address	twalsh@gocivix.com
Printed name	Timothy A. Walsh
Position with company	President
Authorized signature	



## **Required Clauses for Federal Funds Certifications**

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

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$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.

(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)

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(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.

(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.

(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).

(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.

(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.

#### **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.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

## **Required Clauses for Federal Assistance provided by FTA**

### **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective



employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. **Segregated Facilities.** Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) **Sanctions of Non-Compliance.** In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

#### DISADVANTAGED BUSINESS PARTICIPATION

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

- 1) **Non-Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

#### ENERGY CONSERVATION REQUIREMENTS

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

#### FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

#### NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

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

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

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

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



### **State Notice Addendum**

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

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

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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