



RFP Response

Proposal For

AI Contract Review Software and Contract Organization
Services
RFP #23-21

Submitted to



November 18, 2021

Table of Contents

Executive Summary 3

Tab 1 – Master Agreement General Terms and Conditions 4

Tab 2 – NCPA Administration Agreement 12

Tab 3 – Vendor Questionnaire 15

Tab 4 – Vendor Profile..... 18

Tab 5 – Products and Services 24

Tab 6 – References..... 31

Tab 7 – Pricing 32

Tab 8 – Value Added Products and Services..... 33

Tab 9 – Required Documents 36

Executive Summary

Icertis is honored to present our Contract Intelligence proposal to Region 14 Education Service Center. Based upon our understanding of your requirements and our contract management expertise, I am confident that Icertis can deliver more value, faster to NCPA members. We believe great business partnerships are born from the strength of organizations coming together to achieve success. Icertis is here to support the organization in this mission by providing the same level of internal excellence. Icertis' intent is to partner with Region 14 Education Service Center and other NCPA members to help you have a greater impact by elevating your contract management process into a true contract intelligence approach.

Through our review of your RFP, we understand the key objectives you are looking to accomplish, and we would like to emphasize a few areas that are critical to your members success in achieving these objectives.

1. Generate rapid time to value - By selecting Icertis, you will receive a distinct and unrivaled combination of innovative technology and support, which together, positively impact adoption, process visibility, and user experience across the contract lifecycle. Icertis' simple UI with comprehensive functionality supports your contract lifecycle objectives and brings the domain knowledge and insights to solve and elevate your current contracting challenges. We will work collaboratively with you to understand your needs and help you determine the best fit for purpose leading practices that will help you achieve contract intelligence.

2. Achieve Best-in-Class performance - Icertis supports each stage of an organization's contract transformation journey - from the initial stages of ensuring a successful implementation and onboarding, to helping to achieve best in class contracting performance. We enable digitization across the entire contract lifecycle to automatically streamline notifications, contract, and clause creation, collaborative and tracked redlining functionalities, consolidation of all related documents, and e-signature - all with robust audit history and reporting capabilities. With Icertis, you can eliminate the paper and hours of manual work, to elevate your processes while gaining deeper insights and control into your contracts.

3. Experience the Power of Flexibility - We empower contracting teams to bring their creativity and best ideas to life by leveraging the flexibility and extensibility of Icertis' platform, plus offer advanced capabilities you can activate when ready. Icertis' complete contracting suite enables customers to begin their journey anywhere and evolve their capabilities over time. We offer the most comprehensive contracting platform in the market, which also includes Vendor Management, Solicitation Management, Risk and Performance. We provide this with an open API approach that offers members the ability to seamlessly integrate Icertis into all of your current platforms for complete visibility and automation.

Icertis is confident our market leading enterprise Contract Intelligence platform will empower all NCPA members to achieve their objectives. We are committed to partnering together to help contracting teams drive efficiency through automation, achieve cost savings, and improve collaboration and internal satisfaction with an easy-to-use and proven solution. We understand we will need to closely partner with NCPA to develop a long-term success plan. Success will require passionate collaboration and commitment, and you will have that from Icertis.

Thank you for the opportunity to be considered as your Contract Intelligence partner.

Liz Del Presto
Sales Director

Tab 1 – Master Agreement General Terms and Conditions

◆ Customer Support

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

Icertis Response: Customer Support will be provided in accordance with the support level purchased by Subscriber and in accordance with the Exhibit A of [Schedule 1](#) attached.

◆ 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

Icertis Response: Icertis represents and warrants to Subscriber that:

- Icertis has sufficient right, title and interest in the SaaS to license the SaaS to Subscriber in accordance with this Agreement, and that entering into and carrying out the terms and conditions of this Agreement will not violate or constitute a breach of any agreement binding upon Icertis;
- Subscriber's use of the SaaS in accordance with this Agreement will not infringe, misappropriate or otherwise violate any third party intellectual property or other proprietary rights; the Support Services and Professional Services will be performed in a professional and workmanlike manner and will be of a grade, nature, and quality that meets prevailing standards in the software-as-a-service industry; and at all times during the applicable subscription term the SaaS, as operating in a production environment, will materially conform to the Documentation.

◆ 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.

Icertis Response: Icertis will defend and indemnify Subscriber, its employees and Affiliates (collectively, the “Indemnitees”) from and against any and all claims, proceedings, or suits brought by a third party against an Indemnatee (a “Claim”) and all related settlements or court-awarded liabilities that arise out of or are based on a Claim, (i) that Subscriber’s use of the SaaS in accordance with this Agreement infringes, misappropriates or violates such third party’s intellectual property rights, (ii) made by any subcontractor or independent contractor of Icertis or by any personnel of Icertis, in each case in connection with or arising from such person’s or entity’s role as subcontractor, contractor or personnel of Icertis, including (as an example) alleging that any Indemnatee should be deemed the “employer” or “joint employer” of any of Icertis’ personnel, or (iii) resulting from any grossly negligent act or omission by Icertis or its personnel that results in personal injury or death, or damage to tangible personal property. Icertis’ obligations under subsection (i) shall not extend to Claims where the actual or allegedly offending SaaS would not so infringe, misappropriate or violate such third party’s intellectual property or other rights if other, non-offending data, reports, statistics or other information were used in place of the Subscriber Data.

◆ 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.

Icertis Response: Icertis will look forward to entering into a supplemental agreement which will include industry standard SaaS related contracting terms.

◆ 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.

Icertis Response: Icertis' business model is based on multi-year subscription commitments. Icertis cannot agree to termination for convenience provisions with end users of our product unless the termination provision is required by law. However, we can agree to a mutual termination for convenience provision in our relationship with NCPA

◆ Open Records Policy

- ▶ Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- ▶ The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

- ◆ Contract Administration
 - ▶ The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - ▶ The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - ▶ It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - ▶ Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ 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.

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Icertis, Inc.
Address	14711 NE 29th Pl. Suite 100
City/State/Zip	Bellevue, WA 98007
Telephone No.	425-869-7649
Fax No.	
Email address	todd.smith@icertis.com
Printed name	Todd Smith
Position with company	General Counsel, SVP
Authorized signature	<i>Todd Smith</i>

Tab 2 – NCPA Administration Agreement

Icertis Response: Icertis will enter into industry standard negotiation upon receipt of the award and the NCPA Master Agreement. Icertis recommends using its standard Agreement attached as Schedule 1.

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 13, 2021, referenced as Contract Number 14-04, 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 AI Contract Review Software and Contract Organization 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 (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

<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 14ESC 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

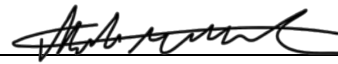
- ▶ This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- ▶ 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:

Icertis, Inc.

Name: Katie Long

Title: Senior Corporate Counsel

Address: 14711 NE 29th Place, Suite 100
Bellevue, WA 98007

Signature: 

Date: 17 Dec 2021

Tab 3 – Vendor Questionnaire

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

◆ 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)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ 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 Bellevue, State of WA

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐

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

☒

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

☐

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

- If the 3rd 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:

☒

Manufacturer Direct

☐

Certified education/government reseller

☐

Authorized Distributor

☐

Manufacturer marketing through reseller

☐

Value-added reseller

☐

Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

■ **Sales Reports / Accounts Payable**

Contact Person: Liz Del Presto

Title: Director of Sales

Company: Icertis, Inc.

Address: 14711 NE 29th Pl Suite 100

City: Bellevue

State: WA

Zip: 98007

Phone: 267-614-9491

Email: liz.delpresto@icertis.com

■ Purchase Orders

Contact Person: Liz Del Presto

Title: Director of Sales

Company: Icertis, Inc.

Address: 14711 NE 29th Pl Suite 100

City: Bellevue State: WA Zip: 98007

Phone: 267-614-9491 Email: liz.delpresto@icertis.com

■ Sales and Marketing

Contact Person: Liz Del Presto

Title: Director of Sales

Company: Icertis, Inc.

Address: 14711 NE 29th Pl Suite 100

City: Bellevue State: WA Zip: 98007

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◆ 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

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company’s official registered name.

Icertis, Inc.

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

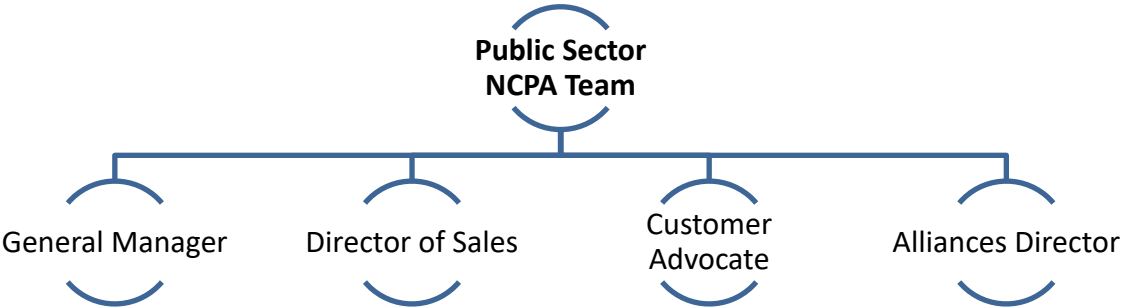
Icertis is a software publisher specializing in contract and document management solutions. Icertis is headquartered in Bellevue, Washington, with multiple offices and operation centers across the US, Europe, and APAC. Icertis has been in business for over 10 years and has over 1,400 employees globally focused on building and delivering the Icertis Contract Intelligence (ICI) platform to our clients. With unmatched technology and category-defining innovation, Icertis pushes the boundaries of what is possible with government contract lifecycle management. The AI-powered, analyst-validated Icertis Contract Intelligence platform turns contracts from static documents into strategic advantages by structuring and connecting the critical contract information that defines how an agency operates.

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

96-550-2482

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

Since launching the Icertis Public Sector vertical at the end of 2020, Icertis has already made an impact with a tailored Public Sector solution and fully dedicated team. Icertis’ Public Sector experts have extensive experience in the space and recognize the unique nuances of public sector procurement and contracting. NCPA members will have a dedicated team at Icertis including, but not limited to the following experts:



Throughout the life of the contract and relationship, our Icertis Customer Advocacy team will provide a suite of support services to provide the right level of support for each NCPA members requirements, supporting their specific deployment and product configurations. Each member will be provided with our top care to ease change management, drive user adoption, and ensure success.

Icertis not only offers an industry leading solution, but also remains committed to providing our clients with ongoing engagement and learning opportunities. A variety of in-person events are available to help you improve your contract management proficiency and learn from others in the Icertis Community.

Icertis Connects Online

Regardless of where our clients are in their contract transformation journey, this event is an invaluable opportunity to gain insight and share contract management tips and best practices with peers. All clients are invited to all Connects Events, which often cover the latest Icertis updates, product insights, and the opportunity to hear client stories directly from your peers.

Product Release Webinars

These webinars offer an exclusive preview of future releases from Icertis and feature the Icertis product roadmap. Release Webinars are generally held four times a year, once a quarter, to ensure members remain up to date on all enhancements.

Customer Meetups

Icertis also offers users the opportunity to connect directly with our Customer Meetups. Our clients can improve their skills, preview new technology, and network with other companies using Icertis to exchange best practices, queries, and success stories.

In addition to the above-mentioned opportunities, Icertis also offers an always open, interactive, Icertis Customer Community. This Community offers insight into the most recent tips and tricks, support, and product information, as well as opportunities to collaborate, network, and make connections. Through this community collaboration, Icertis also includes discussion and feedback forums. In these forums, we encourage all of our clients to share their suggestions, requests, and ideas for Icertis' future roadmap.

◆ Corporate office location.

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

Icertis' primary office location is in Bellevue, Washington. Icertis has additional offices in California and New Jersey, with many of our sales and service employees working remotely throughout the United States.

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

Please refer to the contact information provided on Tab 3 for key contact information. Additional contact information will be provided throughout the project as customers require it.

- ◆ Define your standard terms of payment.

Icertis' standard terms and conditions provide for 30-day payment terms from the invoice date, without deduction or set off.

- ◆ Who is your competition in the marketplace?

DocuSign, Cobblestone, Bonfire, Jaggaer, Periscope

- ◆ What differentiates your company from competitors?

Icertis, the leading enterprise Contract Intelligence platform in the cloud, solves the hardest Contract Intelligence problems on the easiest to use platform. With Icertis, NCPA's members can accelerate processes by increasing contract velocity, protect against risk by ensuring regulatory and policy compliance, and optimize vendor relationships by streamlining collaboration and expand supplier participation through simple self-service access.

Icertis leverages AI throughout the entire contracting process to surface key insights that would otherwise be buried within a static document. We refer to this AI sophistication as Icertis contract intelligence (ICI).

Icertis Contract Intelligence's differentiating capabilities set it apart from competition. These capabilities include:

NexGen User Interface - Ease of use and adoption across the entire agency or department

Speed of Implementation - Rapid implementation with an ability to go-live in 2-5 months

Configurable Business Rules Management - Control rule definitions on an intuitive user interface while driving comprehensive capabilities on approval policies, clause and template rules, and dynamic data and agreement relationships across the entire customer base

Contract Compliance Management - Ensure adherence to contractual terms within and across the agency or department powered by strong commitment management functionalities

Integration Infrastructure and Capability - Comprehensive set of web service APIs allow integration with other enterprise systems like ERP, CRM, Sourcing platforms, etc.

Contract Risk Management - Understand risk beyond language and contract terms to cover SLAs, past performance, and external information from sources like D&B, etc.

Cloud Native Architecture - Natively architected and built in the Microsoft Azure cloud platform with the available option of Azure for Government, the system delivers high scalability and flexibility by leveraging the best and most secure cloud platform in the market.

Analyst Feedback

Icertis has been recognized year over year as a leader among all the top analysts for our industry-leading Contract Intelligence Platform:

Icertis is the Analyst Recognized Leader for CLM

Gartner® 2021 Magic Quadrant CLM

Figure 1: Magic Quadrant for Contract Life Cycle Management



Source: Gartner (May 2021)



- Received the strongest marks in product/services scores for Sales and product/services scores for Enterprise customers
- Recognized for innovative extended business apps to bring customers added contracting value



FORRESTER® 2021 CLM Wave



- Highest current offering product score
- Received highest possible scores in 27 out of 32 evaluation criteria

Icertis Confidential

Gartner recognized Icertis in its' first-ever contract lifecycle management Magic Quadrant in Q1 2020 and again in 2021, receiving the strongest remarks in product/services scores.

Forrester in its WAVE report on contract intelligence has repeatedly identified Icertis as a market leader in contract lifecycle management. In the latest release of the 2021 Forrester Wave, Icertis scored in the "Leaders" category with a rating of 4.64 in product offering, a 4.68 in strategy. These two combined scores placed Icertis in the far upper right and recognized Icertis as the CLM category leader. Overall, Icertis received a perfect 5-out-of-5 rating on 27 out of 32 evaluation criteria.

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

Icertis' Public Sector group has a strong go-to-market plan targeting the governmental agencies and departments. We have invested in expanding our team with senior experience working with state and local government. This includes sales, marketing, product engineering and partnerships, and alliances. Each contributing member has a sharp focus on reaching a broader audience for our Public Sector group. Our overall strategy includes, but is not limited to the following:

- Participation and exclusive partnerships with various Public Sector thought leaderships including webcasts, whitepapers, podcasts, and other activities
- Press Release and various PR announcing accessibility on NCPA
- Marketing Account Based Marketing Plans to focus targeted email campaigns and banner ads to targeted audience

- Various Partnerships with specific public sector network
- Specialized Icertis Public Sector webpage directing traffic to NCPA's marketplace
- Sponsorship for public sector-focused events and conferences
- Enthusiastically open to work with NCPA to identify targeted campaigns and audience and build a strategy to open opportunities within the desired accounts.

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

Icertis fully understands the importance of being listed on NCPA's marketplace and we appreciate the value of cooperative agreements to deliver enhanced time to value to our customers. We will work closely with our Marketing team to develop and execute on a targeted approach and will schedule a kick-off with NCPA where we can complete introductions and set scheduled follow-ups for a successful adoption.

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

Interested NCPA members will complete a form request on the Icertis website which would prompt our Director of Sales to reach out to complete a discovery session and identify the scope/project requirements. Once the services are agreed upon, a contract would be executed along with the statement of work, if needed.

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

Icertis operates under a SaaS subscription model and our support plans start with a Standard offering that will meet the most common requirements which includes 24-hour support/5 days a week. For more complex or demanding needs, we have Premium, Gold and Platinum support tiers that will meet additional requirements.

The Icertis Customer Success Team has product specialists and support staff in several office locations, including Bellevue, WA; San Jose, CA; Zurich, Switzerland; Bulgaria and Pune, India.

◆ 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.

Icertis shares the same passion to minimize our impact on the Earth's climate. Being a SaaS company helping 200+ organizations to eliminate their paper processes and move to electronic document processing, we are naturally driven towards eliminating waste and reducing the overall carbon footprint on a large scale. As an operating business, Icertis is highly critical of our conservation efforts and constantly working to introduce sustainable, environmentally friendly products and practices into our offices.

In 2020 Icertis dedicated 7 workdays per each employee to allocate time for volunteering. Icertis encourages employees to use this time to give back to the environment through community service outreach programs. Icertis provides the opportunity for fund-raisers and corporate-matched dollars for environmentally friendly sponsorships, donations, and local community events.

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

Icertis does not have any applicable certifications.

Tab 5 – Products and Services

- ◆ The services listed below are suggested (but not limited to) AI Contract Review Software and Contract Organization Services products and services that can be offered. List all that you are responding with:
 - ▶ Contract language review for potential issues with all terms and conditions.
 - ▶ Provides in context advice on issues related to law, regulation and policy.
 - ▶ Provides an easy-to-use contract editing tool that tracks changes and can be easily exported to a variety of commonly used software including Word, Word Perfect Google Docs and others.
 - ▶ Provides a repository for contract storage and retrieval.
 - ▶ Provides customized contract templates based on each users contract needs.

The Icertis platform is a robust solution designed with AI at its core. It is built with best-in-class technologies for Artificial Intelligence (AI), Business Intelligence (BI), Machine Learning (ML), and Natural Language Processing (NLP) to balance functionality and usability with government-grade security. The Icertis platform is easy to deploy, easy to adopt, and easy to use. Intelligent storage can determine the final home for contract documents intelligently, bringing hybrid scenarios to life by allowing extremely sensitive contracts to be stored on premise, while others are stored in the cloud.

Icertis Smart Contract Initiation

Accelerate speed to market with Smart Contract Initiation capability, that equips business users to self-service contracts within the guardrails set by legal. Integrate with the line of business' applications for a seamless experience to drive no-touch contracting with the ability to auto route requests to legal for complex and/or high-risk contracts.

Self-Service Contracting

Achieve faster time to execution with business users creating contracts in a self-service mode. Enabling self-service not only helps to improve cycle times, but also significantly reduces the legal teams operating expenses. Leverage the ICI capability to setup clauses, templates, and business rules, that govern the process of contract creation by business users. An intuitive user interface enables easy adoption for any front-line user to log in to the system and use it.

No-Touch Auto Initiation

Experience no-touch contract creation within your internal systems like CRM, solicitations, or procurement, by leveraging the Icertis contract creation API that can connect into the sell-side and buy-side processes to take input and auto build a contract for the user based on the business rules defined. This connection provides a significantly better user experience, enabling users to have contract access while staying in the familiar environments of their daily applications.

Intuitive Request Wizard

Improve collaboration between your departments and legal with a structured flow of information using intuitive request forms. Reduce contract risk by getting the right expert to work on the contract. An intuitive and intelligent request form ensures the correct capture of data and documents, workflows it through the review process, and identifies the right expert or group to send it to.

Bulk create contracts

Significantly improve productivity and response times with the ability to bulk create contracts. Contract teams can process requests quickly by leveraging the MS Excel based bulk contract create capability. The bulk API can also be leveraged to auto create contracts in bulk and push the output to external systems. The utility supports intake of contracts in different lifecycle statuses, along with supporting documents, making it ideal for any offline transactions to be on-boarded quickly.

Intelligent Contract Authoring

Governance over contract content is crucial to ensure favorable and sustainable contracts, as usage of standardized language reduces contract risk. Automation of contract authoring with templates and clauses, not only helps standardize language, but also enables a self-service model for business users.

Clause Management

Drive contract standardization for reduced risk with the usage of standard approved language from the clause library. Icertis has a robust clause management capability of clause definitions to manage fallbacks and dependents, making language mandatory for certain contracts, support for localization, deviation tracking, clause approval workflow, and version management. The system also tracks clause usage in templates and agreements for deeper insights on clauses.

FAR / DFAR Clause Management: The Icertis Contract Intelligence platform has the ability to connect and intake the FAR/DFAR library into the platform. This is accomplished with an automated batch process to have the library available locally for easy tracking on contracts – prime contracts, task orders, modifications, etc.

Template Management

Icertis Contract Intelligence delivers a comprehensive template lifecycle management capability that drives contract creation based on template selection rules. Template authoring in MS Word using Icertis Word Add-in, allows library clauses to be pulled into the document, entry of custom text, tagging of metadata in the document, and the tagging of exhibits/annexures etc. The system enforces the approval process before the template is available for contract creation by rules.

Intelligent Contract Authoring

Significantly improve governance and compliance with intelligent authoring of contracts by the Icertis system. Leverage the extensive rules engine to dynamically create contracts from templates and clauses, by assembling the content automatically. This is driven by any criteria associated with the contract such as region, products and services, price terms, etc. The rules-based authoring significantly improves the scalability and agility of the contracting operations, while enforcing the right controls throughout the process.

Commercial Terms Management

Leverage the flexible platform capability in Icertis, to model all the commercial terms associated with the increasingly complex contracts in government. Configure the data model to capture products and services, price lists, prices and discounts, tiered discount terms, rebates and incentives, and related terms that are associated with the contracts. Easily assemble them in

contract documents, integrate with other enterprise systems via APIs to drive compliance, and search and report on the commercial terms for quick and intuitive visibility to business stakeholders.

Third party paper contracting

Reduce the risk of managing third party paper contracts, by easily bringing the third-party paper into the system to setup the contract and identify key terms and any resulting obligations. Drive the approval workflows based on the exceptions identified in the third-party paper and drag and drop standard language into the third-party paper from the clause library to include key missing terms. The Icertis system has robust support for third party paper-based contracts from intake, review, negotiations, approvals, execution, and post execution administration of the contracts.

Negotiations and Collaborations

Achieve speed and effectiveness in contract negotiations and collaborations using the Icertis Contract Intelligence platform. With automated tracking, turn insights into relevant data from both internal and external data sources, equipping your department for better negotiations.

Third Party collaboration

Achieve faster cycle times and streamline communication with the Icertis online collaboration portal. Onboard third parties on the portal with a secure registration process to not only collaborate on contract negotiations but allow self-service profile maintenance and contract administration. Third parties can access their contracts online, submit contract redlines, review their contracts, upload compliance documentation, get alerts, and update obligation assignments. Icertis also supports an email-based collaboration process with ability to automatically upload emails and attachments to the system removing the manual workload.

Redlines and version management

Significantly improve governance on negotiations with the automated ability to identify content changes in documents. Redlines are saved as a new version and evaluated for impact on the approval workflow. The system then ensures that the exceptions get routed through the right review process. The MS Word Add-in enables users to review any version, compare or combine versions, access the clause library and related agreement clauses, while reviewing the redlined document. This significantly improves the productivity and effectiveness of the legal user in reviewing redlines. Icertis also has a two-way sync between the system and the contract document that ensures integrity between the system and the document at all times.

Negotiation Intelligence

Icertis equips the contract stakeholders with powerful insights into contracts during the negotiation process. Users can access the library content while reviewing negotiated clauses, or access related agreement content, such as the master agreement clauses, while reviewing the statement of work. The system enables smart visibility into the repository to lookup similar contracts to help facilitate the negotiation process. Leverage the ability to understand contract history with the third party on negotiated clauses terms to quickly decide on negotiation positions and enable faster closure.

Contract Approval & Execution

Orchestrate contract approvals with dynamic workflow capability to comply with all the company policies and ensuring quick cycle times. Leverage the robust and highly configurable rules capability to drive the approval and execution process with flexibility to perform ad hoc steps.

Dynamic approval workflow

Rule based workflow definitions leverage all the data associated with the contract. The system automatically assembles the workflow and orchestrates the approval process. The system supports sequential and parallel approvals, with dynamic changes to workflow based on negotiation updates to ensure governance. Rules are intuitive for users to manage the definition of and updates for. Users can influence the workflow with manual interventions and ad hoc steps as required for the contract.

Contract Execution

Ensure quick and secure execution of contracts with out of box integrations to electronic signature platforms like DocuSign and EchoSign. These secure integrations orchestrate the signature process as per the workflow defined, and seamlessly update the data and document back to the repository post execution. Manual signature workflows are supported with a QR code capability to validate the incoming signed documents.

Contract Administration & Modifications

Contract Administration

Icertis Contract Intelligence delivers robust administration capabilities. These include deliverable tracking, review/governance meeting schedules, capturing action items, and ongoing maintenance of the contract record/relationship. The administration capability includes contract close-out processes, termination checklists, notices etc. for full end to end management.

Contract Modifications

Icertis provides deep capabilities to handle contract modifications. These modifications could be amendments to clauses and terms of the contract. Icertis enables the definition of templates, clauses, and attributes, specific to types of amendments. The platform also provides deep capabilities to handle modifications to contract related execution aspects like delivery schedule, CLN/SLIN updates, Accounting Classification Reference Number (ACRN) updates and tracking etc. The modifications can be captured, and consolidated tracking of the contract and all its modifications are available in ICI.

Collaborative Contract Administration

Leverage the collaboration portal to enable third parties to do self-service maintenance of profile and compliance information. Third parties can get assigned obligation tasks on the portal for completion, submit SLA or deliverable information against contracts, and get alerts on contract administration/obligation tasks for proactive actions.

Contract Visibility & Search

Comprehensive monitoring of contracts to get proactive visibility into contract events, actions, and exceptions. Rule based ability offers selective notifications to enable the right visibility at the right time and get quick and smart access to contract data through powerful search features.

Enterprise-Wide Contract Repository

Consolidate all contracts into a single enterprise-wide repository to enable a single source of truth. Leverage the Icertis platform capability to setup all contract types and any associated metadata on the single system. Centralized repository of contracts, documents, data, and related business transactions. Robust security and access management enables control of data visibility on multiple dimensions, including an individual document.

Contract Search

Quick, easy, and smart access to contract data enables stakeholders to use contract information in managing relationships. The system has OCR capability built in, and delivers metadata based full text search. Users can search across relationships, configure the search results, and export on the fly. Smartlinks is a way to enable 360-degree visibility into the repository on related transactions. Leverage search to personalize Smartlinks to get one-click access to any related data, like other contracts with the same party, other agreements for the same commodity/products, or other contracts with similar deviations etc.

Notifications and Alerts

Icertis provides strong and proactive visibility to users through notifications. Notifications can be set on events that occur throughout the lifecycle, and a configurable notification template provides all the relevant information in the desired format via email. The system proactively alerts on contract dates like expiry, milestone deliverables, or key obligation events throughout the lifecycle. Rules support ensures selective exception-based notification messaging.

Risk & Compliance

Track and ensure compliance to what was agreed upon in the contracts to realize maximum value potential of the well negotiated contracts. Integrate with enterprise systems to bring contracts to life in Order to Cash and Source to Settle business processes. Identify and manage contract risk through the lifecycle with proactive insights to stakeholders on risk and compliance status of contracts.

Agreement Relationships

Rule based enablement of relationships between contracts provides enforcement of terms, roll-ups of SLAs or financials, etc. The system supports peer-to-peer and parent-child relationships across multiple levels. This enables strong capabilities in linking sell and buy contracts to get visibility across the value chain, drive alignment of terms, etc. The system enforces terms from the master agreement onto child agreements to improve overall compliance to the terms of the relationship.

Obligation Management

Achieve compliance to contract commitments by leveraging the obligation management capability. Leverage the commitment feature to capture, assign, and track completion of tasks assigned to contract owners. Easily create commitments on the web or in MS Word, or auto create using rules and assign to owners to drive reminders and act on them.

Leverage the obligation management capability to identify, assign, and track complex obligations requiring workflow, obligation hierarchy, and assignments to multiple owners across units, regions, etc. Icertis helps identify obligations from templates, as well as third-party paper contracts, and assign to owners driven by rules. The obligation can then be marked completed based on the user action or the systems calculations and validations.

Commercial Compliance

Achieve the full potential of negotiated contracts by adoption and enforcement of commercial terms on transactions. Capture the terms of products and services, prices, discounts, and rebates/incentives in a structured form on the contract record and integrate with enterprise systems using the Icertis connectors and API infrastructure to enforce the terms. Analyze the transactions and perform calculations to match the transactions to contracts, assess compliance to terms, and based on the contract terms, calculate rebates/incentives, and complete a review process before posting to the necessary financial systems for actual settlement.

Contract Risk Management

Identify and manage contract risk throughout the lifecycle. A configurable risk model helps track risks across different categories such as financial, contractual, performance, third party, etc. Lookup internal data or external data from sources like Thomson Reuters to identify risk scores for contracts throughout the lifecycle to ensure proactive risk monitoring and visibility for stakeholders and constituents.

Contract Insights

Leverage the single source of truth and powerful analytics to surface insights that allow business to gain visibility into performance metrics and take timely actions.

Contract performance management

Icertis Contract Intelligence is the hub of all of the data related to contracts. It gathers full lifecycle information, from managing the contract processes to integration with enterprise systems. This single source of truth is then layered with pre-built analytics to surface performance metrics that enable clients to not only track governance and compliance, but also helps measure actuals against budgets, calculate savings/benefits from contracted transactions, and track progressive improvements in renewals.

Advanced Analytics

Icertis Contract Intelligence has a full feature analytics module fully integrated into the core product. Contract analytics provides valuable performance insights into all areas of contracts such as legal, finance, sales, and procurement. The system enables insights on cycle times, deviations, risks, statistics (expiry, renewal, pending, etc.), procurement, with sales business metrics on contract revenue/spend, savings, and more. The analytics dashboards are configurable by user and can be enabled only for power users that need to have the deeper business metrics reporting for decision making.

Reporting

Icertis Contract Intelligence delivers robust operational reports on contracts and all related information. The system has default reporting capabilities that can be tailored to client needs, with new reports able to be easily created during or after the implementation. The Icertis platform also enables on-the-fly reporting leveraging the search infrastructure. Personalized searches can be saved and exported to excel on the fly. Users can search contracts, master data, or any other relevant document type, and select results columns to be displayed before exporting to excel.

Icertis AI Innovations

On top of our core platform, Icertis also offers additional AI enhancements, such as:

Icertis DiscoverAI

Icertis DiscoverAI is an add-on AI application on the ICI platform. This AI capability powers digitization of legacy contracts, as well as third-party paper contracting process, enabling quick insights, visibility, and the ability to manage the compliance around these contracts. This application has powerful OCR capability leveraging Tesseract/Azure OCR that can OCR different types of documents – Image PDFs, Image files like JPEG, etc. Various document resolutions and font sizes are supported, and the tool can even OCR and identify hand-written text. DiscoverAI then leverages ML algorithms to extract clauses, metadata, and tables. The extraction also matches the language with library language, provides level of confidence, and can do the extraction for single contract as well as in bulk for migration use cases.

Icertis NegotiateAI

Icertis NegotiateAI is an add-on AI application on the ICI platform. NegotiateAI helps clients identify risks and mitigates this risk by ensuring the use of the right language in the documents. It also significantly improves negotiation cycle times with more favorable outcomes for the clients. This capability can be launched from within the Icertis Experience for Word – meaning while reviewing third party paper or reviewing redlines during negotiations. NegotiateAI not only identifies the content (metadata, clauses, etc.) in the document, but also compares it with the playbook defined in the platform and alerts the user on any exceptions as compared to the playbook. It also allows the users to look for similar language or agreements in the repository that were previously negotiated.

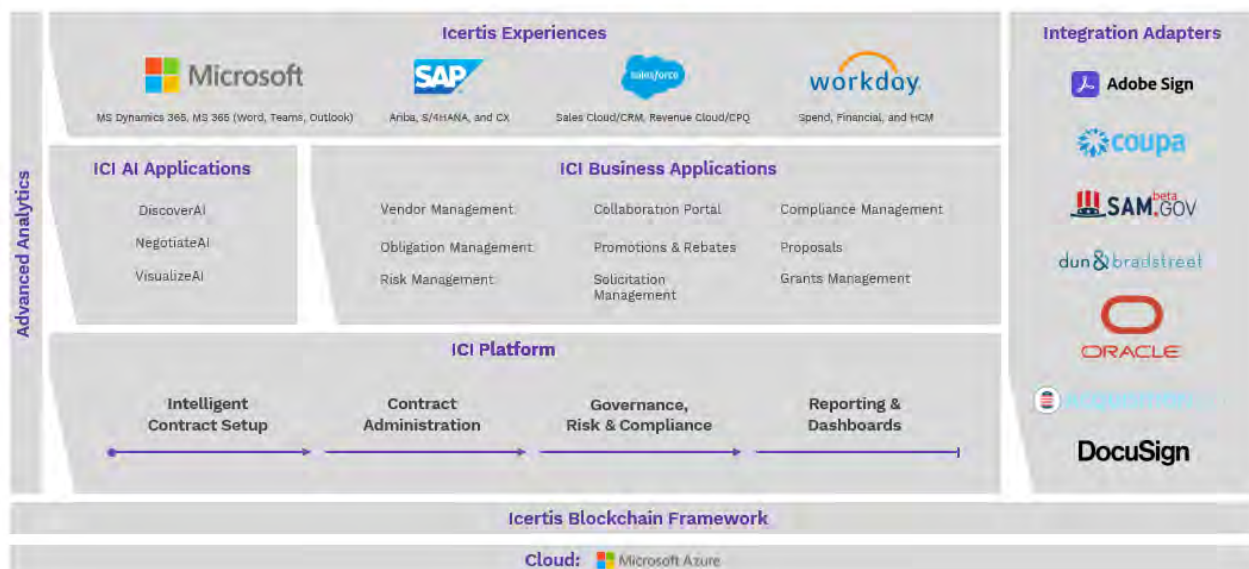
Icertis VisualizeAI

Icertis VisualizeAI is an add-on AI application on the ICI platform. VisualizeAI helps clients identify relationships and linkages across contracts in the repository, even if they are not directly related. For example, users can identify different contracts with the same supplier and its subsidiaries to enable term standardization. Also, identify linkages between contracts for governance like Prime Contract/Task Order/Sub-contract or MSA/SOW/Subcon. This enables easy identification of mis-alignments in contract structures and allows to user to take mitigation actions. VisualizeAI can also help clients identify similar contracts for the same commodity across operations for assessment on risks, compliance, and opportunities for term standardization to derive more value.

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.

ICI Public Sector Portfolio: Apps, Experiences & Integrations



Icertis Contract Intelligence as shown above has the potential to accomplish various business needs of NCPA members depending on their contracting and procurement goals and the scalability to establish a single source of truth with the ICI core offering and build additional business applications as their needs evolve. Icertis Contract Intelligence has its own robust, generic integration framework capable of integrating with any system using various secured integration options provided by the platform for inbound and outbound integrations for data push or pull. ICI is an API first platform. The platform's highly configurable framework can be leveraged in any situation where Icertis standard adapters are not available.

The Icertis Contract Intelligence Business Applications help our clients address specific business requirements and maximize the value of their investment in the Icertis platform.

Solicitation Management

Icertis Sourcing places contracts at the center of the sourcing process, ensuring compliance, minimizing risk, and providing a holistic view of supplier relationships.

Complete RFx Management

Automate the entire Request-to-Award process, using pre-approved templates for RFIs, RFQs, and RFPs with multi-currency, multilingual support. Enable business users to initiate requests using an intuitive self-service request process.

Excel-based Bid Evaluation and Selection

Use the built-in team management capability to unite stakeholders. Perform side-by-side analysis of bids or proposals and score them using both qualitative and quantitative criteria.

Multi-Round RFx Negotiations

Execute multiple RFx rounds either sequentially or in parallel to negotiate prices and shortlist best suppliers. Initiate the awarding process based on specific rounds.

Dynamic Associations and Workflow Approvals

Use a built-in rules engine to automatically associate key information to RFx events such as pricing sheets. Configure different workflow approvals for different types of sourcing events.

Integrated Risk Management and Compliance

Gain full visibility into supplier risk and ensure compliance across source-to-contract process. Leverage built-in performance dashboards to get directional insights into RFx cycle time, supplier risk, or contractual obligations.

Cognitive Sourcing Intelligence

Use AI/ML-based contract terms and clause recommendations to negotiate into RFx events. Analyze deviation as a part of the bid analysis. Initiate legal contracts based on RFx awarding.

Simplified Supplier Collaboration

Enable suppliers to participate in RFx bidding with an integrated supplier portal. Suppliers can also self-register, or submit bids and proposals with an Excel file

Personalized Operational Dashboard

Get quick insights on the state of sourcing events with easy-to-configure, role-based dashboards across your organization.

Full-text Global Search

Search across sourcing and contract repositories from single full text or a structured search capability. Personalize your search experience by using saved search.

Vendor Management

The ICI Vendor Management application places long term engagement with suppliers at the core of the relationship management process to manage the end-to-end process of supplier onboarding to disengagement, ensure compliance, minimize risk, and provide a more holistic view of supplier relationships.

Complete Supplier Relationship Management

Seamlessly manage end-to-end supplier onboarding, performance management, contract governance, compliances, and disengagement. Create specific templates and workflows for your vendor processes with each step and modification tracked for a full history and audit trail. All documents, forms, and vendor related information will be associated and stored together for easy access, review, and modifications as needed.

Integrated Risk Management and Compliance

Gain full visibility into supplier risk and ensure compliance across the source-to-contract process. Leverage built-in and configurable performance dashboards to get directional insights into supplier performance, supplier risk, and contractual obligations. Take control of diversity spend with full visibility into supplier contracts and total contract value.

Simplified Supplier Onboarding

Streamline supplier onboarding with an integrated supplier portal that enables ongoing collaboration with suppliers to ensure compliance with organizational policies and regulations, thereby reducing supplier risk—progressive qualification to calibrate process complexity as per the immediate requirement.

Collaboration Portal

The Collaboration Portal allows organizations to extend controlled access to the platform to other organizations, so they can collaborate more effectively throughout the contract lifecycle. It enables secure communication with external parties like suppliers and customers that is more efficient than traditional communication methods such as email. Third parties are granted access to their contracts online and can submit contract redlines, review their contracts, upload compliance documentation, get alerts, and update obligation assignments without leaving the easy-to-use portal.

- Third-party, self-service registration, and automatic onboarding to collaborate effectively on all contracts and sourcing events
- Step-by-step wizard to assist parties in bidding and contract negotiation events
- Post-execution functionality allowing users to submit SLA reports, compliance data and documents, action obligations, and transaction data
- Flexible dashboard customizable by users to their individual needs and preferences
- Flexible dashboard configuration options to grant external parties secure, role-based access to data, actions, and processes
- Electronic communication with third-parties, including the ability to exchange redlines and view all past communication
- Third-party initiation of contracts, renewals, and amendments within an organization's guidelines
- Real-time notifications and alerts at each stage of the contract lifecycle

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Please see our attached Tab 9 for our completed Required Documents.

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	Icertis, Inc.
Print Name	Todd Smith
Address	14711 NE 29th Pl. Suite 100
City, State, Zip	Bellevue, WA 98007
Authorized signature	<i>Todd Smith</i>
Date	Nov 16, 2021

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature Todd Smith

Date Nov 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	Icertis, Inc.
Address	14711 NE 29th Pl. Suite 100
City/State/Zip	Bellevue, WA 98007
Telephone No.	425-869-7649
Fax No.	
Email address	todd.smith@icertis.com
Printed name	Todd Smith
Position with company	General Counsel, SVP
Authorized signature	<i>Todd Smith</i>

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

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