



Empowering Public Procurement Transformation

Region 14 Education Service Center and National Cooperative Purchasing Alliance

Request for Proposal (RFP) for Source-to-Pay E-Commerce Solution for Public Sector Organizations

Solicitation Number: 13-20



June 16, 2020

ivalua.com

Transmittal Letter and Executive Summary

June 16, 2020

Region 14 Education Service Center
1850 Highway 351
Abilene, TX 79601

National Cooperative Purchasing Alliance
P.O. Box 701273
Houston, TX 77270

Dear Colleagues,

On behalf of Ivalua, Inc (Ivalua) we are excited to provide our proposal to serve in response to Region 14 Education Service Center and National Cooperative Purchasing Association (NCPA) Request for Proposal (RFP) for Source to Pay E-commerce Solutions for Public Sector.

We understand Region 14 ESC and NCPA are looking to add E-Procurement solutions to its government purchasing cooperative agreement allowing its members the opportunity to purchase this technology at the highest quality for the lowest price. Enabling the digital transformation of current procurement processes increases staff efficiencies thus, establishes a more effective, efficient, and open procurement environment.

By choosing Ivalua, Region 14 ESC and other NCPA members will receive a proven platform that provides the required scalability, security, and flexibility to allow Region 14 ESC and other NCPA members to meet the many unique and evolving requirements of public procurement. With Ivalua for Public Sector, we have optimized the end-to-end digital experience, by providing a collaboration network for citizens, buyers and suppliers resulting in full transparency throughout the procurement lifecycle.

Within our response, we will cover our full Source to Pay solution including: Public Portal, Supplier Management, Solicitation & Bid Management, Contract Management, Procurement, Invoicing and Strategy & Analytics. With Ivalua, a customer may start anywhere within our solution and build and grow as they need.

My team and I are passionate in our desire to support Region 14 ESC and other NCPA cooperative members to ensure all achieve and exceed their objectives of this strategic initiative. We look forward to your feedback and the opportunity to be a part of the cooperative agreement.

Very truly yours,



Ivalua, Inc.

Mike Cook, Head of Public Sector
12110 Sunset Hills Rd., Suite 600 Reston, VA 20190
571-606-2290
mco@ivalua.com



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Tab 1 – Master Agreement / Signature Form

Ivalua Response to Master Agreement Terms & Conditions and Overall Contractual Structure:

With respect to the underlying “Master Agreement” that will be used under the Administration Agreement, Ivalua proposes that its standard contract documents be leveraged as the baseline agreements. Customer-created contracts would create a significant risk of a determination that Ivalua has agreed to provide something other than its commercially available solution.

We understand NCPA’s cooperative customers are looking for an experienced vendor who will be responsible and able to perform all services required to success implement the eProcurement solution outlined in the RFP.

Our Implementation Approach:



Figure 1: Ivalua Implementation Approach

The Ivalua ‘Hybrid’ implementation approach below is the most efficient and effective approach to accelerate time to value and optimize user adoption.

Our implementation approach provides multiple gates mitigate risk while ensuring scope control. The approach is user centric and focused on involvement (early and often) by the core project team and extended stakeholders.

Project Phases:

Mobilize

The activities in the Mobilize phase are largely focused on kicking off the project, reviewing the end-to-end functionality and validating target end users for training.

During this phase, we will:

- Submit data requests for sample data and documentation
- Provide Ivalua Academy Access
- Finalize core project team and baseline project plan

Design

The activities in the design phase will be focused on validating the current design and identifying any configuration enhancements during the build phase.

During this phase, we will:

- Conduct design validation sessions
- Document final design decisions

Build

The activities in the build phase will be focused on configuring any additional fields or enhancements from the design phase.

During this phase, we will:

- Complete configuration build
- Load sample master data
- Complete unit testing
- Conduct training session(s)
- Develop Training Material

Test

The activities in the design phase will be focused on validating the current design and identifying any configuration enhancements during the build phase.

During this phase, we will:

- Deploy training material
- Create all user accounts
- Conduct weekly onboarding success reviews
- Conduct training session(s)
- Update training material as needed

Go-Live and Post-Production Support

The activities in the Go-Live and Post-Production Support phase will be focused on the cutover activities and transitioning to standard support and maintenance.

During this phase, we will:

- Data migration
- Load users and send cutover communication(s)
- Conduct additional training session(s)
- Finalize any updates to onboarding materials
- Transition to standard maintenance and support

Accordingly, Ivalua is proposing use of its standard contract documents; below is a short summary of how the Ivalua contract documents fit together:

Subscription Services Agreement (“SSA”): The Master Subscription Services Agreement contains the general business and legal terms regarding the use of the hosted subscription services. Ivalua’s SSA includes: Ivalua’s Security Program, Ivalua’s Service Level Availability commitment, Professional Services terms, Maintenance and Support terms and privacy related terms. The details regarding subscription term and pricing are contained in one or more Orders.

Order: An Order defines the details of what is being purchased, duration of subscription, and any other pricing or user related terms. Orders are used for cloud solution subscriptions. Additional terms that are unique to specific service offerings are found as part of the Order.

Professional Services Terms (part of SSA): If Ivalua performs consulting services, it requires an individual Statements of Work to be entered.

A copy of Ivalua’s SSA (which includes all the above) is included as part of this response and provided electronically only.

- ◆ 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.

Ivalua Response regarding Customer Support:

Ivalua provides a standard support model (including an SLA) which is uniform across its entire customer base. While the Ivalua support model generally meets a one (1) working day response requirement, we do not offer different support models to individual customers. Ivalua is proposing its standard Service Level Agreement and credits.

- ◆ 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.

Ivalua Response to Renewal of Contract:

Ivalua agrees to an initial subscription term of 3 years with option to renew. However, pursuant to its SSA the annual subscription fees for any renewal period will increase by 5% over the prior year subscription Fees.

- ◆ 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.

Ivalua Response regarding Funding Out Clause:

Ivalua’s pricing model is based on a firm multi-year subscription commitment and accordingly, Ivalua typically does not agree to termination for convenience clauses unless they are mandated by statute. For publicly funded customers, we can add a non-funding clause which allows for a termination for convenience in the event of non-funding by an entity at a higher level than the contracting entity as long as the agency agrees to seek funding in

good faith and there is no refund of fees already paid. Ivalua also requires annual “budget periods” (not quarterly).

- ◆ 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.

Ivalua Response to Shipments:

Not applicable as Ivalua offers a cloud solution. Credentials are provided via email.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Ivalua Response to Tax Exempt Status:

Ivalua’s Subscription Services Agreement includes a statement regarding tax exemption. More specifically, if Ivalua has a legal obligation to pay or collect applicable taxes for which the customer is responsible under the SSA, the appropriate amount is computed based on the customer’s address and invoiced to and paid by the customer, unless the customer has provided Ivalua with a valid tax exemption certificate authorized by the appropriate taxing authority. During contract finalization, the customer will need to provide proof of its tax-exempt status.

- ◆ 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.

Ivalua Response to Authorized Distributors:

Ivalua would like to clarify that its implementation partners performing professional services are not considered “distributors” or “resellers” and would not be covered by the above provision.

◆ 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

Ivalua Response to Pricing:

We agree to keep all pricing up to date on file with NCPA. If updated pricing and/ or new modules, features or functionality are available, Ivalua will notify NCPA and submit a pricing update request. This ensures NCPA customers receive the value of new public sector solution offerings.

◆ 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

Ivalua Response to Warranty:

There are no physical goods, parts, components being delivered and Ivalua assumes these are not applicable to the Ivalua solution. Rather, Ivalua offers industry standard warranty regarding material conformity to its product 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.

Ivalua Response to Indemnity:

Ivalua does not offer such broad indemnifications to its customers. Ivalua offers an indemnification for IP infringement claims against customers pertaining to Ivalua products. All other claims should be handled as standard breach of contract claims.

◆ 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.

Ivalua Response to Supplemental Agreement:

In order to receive the NCPA pricing, participating entities must agree to use Ivalua's Subscription Services Agreement without material modifications other than choice of law and compliance with statutory mandates.

◆ 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.

Ivalua Response to Insurance:

Ivalua agrees to offer its standard insurance policies and coverages as follows: a) Commercial General Liability Insurance including Contractual Liability with a minimum limit of US\$1,000,000 per occurrence and US\$2,000,000 in the aggregate; (b) Commercial Automobile Liability Insurance including coverage for hired and non-owned motor vehicles with a combined single limit of US\$1,000,000 per occurrence; (c) Umbrella Liability providing excess liability coverage in the minimum amount of USD \$3,000,000; (d) Professional Liability Insurance (Errors and Omissions Insurance) with a minimum limit of US\$5,000,000.00 per claim and per year; (e) Cyber Liability and Data Breach Insurance, which policy also includes cyber-liability insurance for financial losses arising from destruction or corruption of data with a minimum limit of US\$5,000,000 per claim and per year; and (f) Workers Compensation Insurance as required by applicable state laws, and at the limits statutorily required for each such state, and including Employer's Liability coverage for US\$1,000,000 in the aggregate.

◆ 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.

Ivalua Response to Legal Obligations:

Ivalua is providing a Commercial Item as that term is defined by the Federal Acquisition Regulation and agrees to comply with the mandatory flow down provisions set forth in FAR 52.244-6 or FAR 52.212-5(e)(1) for commercial item subcontracts. For state and local agencies, Ivalua will review additional required terms provided at the time of ordering. Ivalua reserves the right to reject any order that requires additional clauses that are not commercially viable for Ivalua to implement.

◆ 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.

Ivalua Response to Force Majeure Clause:

Ivalua agrees to a force majeure provision consistent with what is set forth in its SSA.

◆ 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.

Ivalua Response to Cancellation/ Miscellaneous:

As mentioned above, Ivalua's pricing model is based on a firm multi-year subscription commitment and Ivalua does not agree to termination for convenience clauses with agencies unless they are mandated by law. However, we agree to this clause in our relationship with NCPA (either party can terminate) and will move it over to administration fee agreement.

◆ 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.



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	Ivalua Inc.
Address	805 Veterans Blvd
City/State/Zip	Redwood City, CA 94063
Telephone No.	Please use contact information listed in Tab #3.
Fax No.	N/a
Email address	Please use contact information listed in Tab #3.
Printed name	DAVID KHUAT-DUY
Position with company	Corporate Chief Executive Officer
Authorized signature	<small>DocuSigned by:</small> <i>David Khuat-Duy</i> <small>BC0D3DBDBCA945F...</small>



Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of July 1, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Ivalua Inc (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated July 1, 2020, referenced as Contract Number 11-41, 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 Source to Pay E-commerce Solutions for Public Sector Organizations;

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. Ivalua requests that the process of how public agencies leverage Ivalua’s Subscription Services agreement and Order forms will be added to this agreement as it is a material condition for the discounted pricing.

◆ **Term of Agreement\Termination**

- 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.
- Either party may cancel this contract by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation.

◆ **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 (such sales do not include any implementation services). Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the twenty fifth (25th) 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 an administrative fee based on the total of amount(s) reported as actually received by the vendor from the Public Agencies purchasing under this contract on the date the quarterly report is submitted. 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 and at minimum shall be net 45.

<u>Annual Sales/Billings Actually Paid 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 (subject to supplier's security and confidentiality policies and its sole expense) 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 Supplier's location during normal business hours and not to disrupt supplier's quarterly close activities. In the event such audit reveals either an underreporting or overreporting of Contract Sales, either party shall promptly pay the identified amount of such underpayment.

◆ 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.
- .
- 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 notices given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:	Vendor:	Ivalua, Inc.
Name: <u>Matthew Mackel</u>	Name: <u>David Khuat-Duy</u>	
Title: <u>Director, Business Development</u>	Title: <u>President</u>	
Address: <u>PO Box 701273</u>	Address: <u>805 Veterans Blvd, #203</u>	
		<u>Redwood City, CA 94063</u>
Signature: <u></u>	Signature: <u></u>	<small>DocuSigned by: BC0D3DBD8CA945F...</small>
Date: <u>July 1, 2020</u>	Date: <u>7/27/2020</u>	



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)

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

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of **Redwood City**, State of California

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3^d box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

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

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 - Contact Person: Jane Newman
 - Title: Sr. Account Executive, Public Sector
 - Company: Ivalua Inc.
 - Address: 805 Veterans Blvd
 - City: Redwood City State: California Zip: 94063
 - Phone: (503) 747-8451 Email: jne@ivalua.com

- Purchase Orders

Contact Person: Jane Newman

Title: Sr. Account Executive, Public Sector

Company: Ivalua Inc.

Address: 805 Veterans Blvd

City: Redwood City

State: California

Zip: 94063

Phone: (503) 747-8451

Email: jne@ivalua.com

- Sales and Marketing

Contact Person: Jane Newman

Title: Sr. Account Executive, Public Sector

Company: Ivalua Inc.

Address: 805 Veterans Blvd

City: Redwood City

State: California

Zip: 94063

Phone: (503) 747-8451

Email: jne@ivalua.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- **Company’s official registered name.**

Ivalua Inc.

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

Ivalua was founded in 2000 on a disruptive idea: that Procurement can unlock significant strategic value from a company’s spend and supply chain. Our complete, unified platform empowers organizations to effectively manage all categories of spend and all suppliers, increasing profitability, lowering risk, and improving employee productivity. In 2005, Ivalua extended its capabilities into full Source-to-Pay, with our first SaaS customer in 2006. In 2011, investment led to the company’s establishment in the US, and the first wave of US customers began in 2013. Since 2015, Ivalua has been a leader in Gartner’s Magic Quadrant for Sourcing, and as of 2019 Procure-to-Pay. For more information, please visit <https://www.ivalua.com/company/about-us/>.

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

96-208-0698

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

Ivalua has continued our investment and focus on the public sector by establishing a dedicated Public Sector Practice and fully dedicated team. Ivalua’s Public Sector team has extensive experience working within the public sector, with a clear understanding of the unique challenges faced by public sector procurement, challenges commercial companies do not face.

Region 14 ESC and other NCPA members will have a dedicated Ivalua team including but not limited to the following:

- Head of Public Sector
- Senior Account Executive
- Alliances / Partnership Director
- Customer Success Manager

From project kickoff through the life of the contract Region 14 ESC and other NCPA members will have a Customer Success Manager assigned to work with from the start of the project. They are tasked with supporting customers through the life of your program and providing continuity during implementation and maintenance. CSM responsibilities include broad support to the project for your needs outside the implementation and support teams.

Specific support includes, but are not limited to:

- Regular, periodic, touchpoints and face-to-face Business Review meetings.
- Collaborate with you to identify the key value points of your project, establish KPIs, and then measure periodically and respond accordingly.
- Present innovations from R&D and recommend the new Software release to provide added value for your business.
- Advisor on strategy, your implementation roadmap, the Ivalua platform roadmap, transitions at go-live and between phases.
- Connecting you to resources to meet the needs of the project, including within Ivalua, Ivalua User Groups, the partner community as well as the broader industry ecosystem.
- Point of contact for a broad range of questions, content, and issues.

Our public sector customers have multiple opportunities to collaborate and work directly with Ivalua's public sector team throughout the year in order to gather feedback, discuss and provide input into the public sector roadmap, and collaborate with other Ivalua public sector customers.

Some of these opportunities include, but are not limited to:

- Public Sector focused User Groups
- Public sector specific track and content at IvaluaNOW, our annual conference

- **Corporate office location.**

- List the number of sales and services offices for states being bid in solicitation.
- List the names of key contacts at each with title, address, phone and e-mail address.

Ivalua, Inc has several office locations in the US: Redwood City (approx. 100 employees), NY (approx. 30 employees), and Pittsburgh (approx. 30 employees). Ivalua's head office is located at 805 Veterans Boulevard, Redwood City, CA 94063.

For the purpose of this opportunity please use the contact information provided within Tab 3. Additional contact information will be provided to customers as needed.

- **Define your standard terms of payment.**

Ivalua's standard terms and conditions provide for 45-day payment terms from the invoice date, without deduction or set off.

- **Who is your competition in the marketplace?**

Coupa, SAP Ariba, Jaggaer, Bonfire

- **What differentiates your company from competitors?**

At a high level, Ivalua empowers our customers to transform FASTER and FURTHER, ultimately delivering greater and more strategic value to the organization. We do this by eliminating the compromises and trade-offs you must make with other technology, especially 3 critical ones.

1. The first compromise we eliminate is between rapid time to value and the flexibility to meet your unique or evolving requirements: Our quick deployment packages and industry solutions can get you up and running with best practices in a particular area quickly, meeting the need for rapid time-to-value. Our flexible and powerful integration capabilities can rapidly get Ivalua connected to your back-end systems and we have a great track record on user and supplier adoption (which is at no cost to suppliers, ever). Ivalua's UI is also modern and intuitive and requires no training. On the other hand, enterprises need the flexibility to grow and adapt. Our uniquely flexible platform grows with you, if and when you need it. If you have a great idea or truly unique requirement, we (or you) can easily configure Ivalua to meet your need without any coding, saving you time, money, and a long-term headache. That means that as your requirements change because of the market or your own evolution, you will never be a slave to our roadmap. Your admin or power user can configure using our simple but powerful "design mode" to keep you agile. That also means that with Ivalua you can empower your talent with a platform that can be

tailored to bring their unique ideas to life and build a competitive advantage.

2. The second compromise is between an integrated S2P process and best of breed capabilities. With Ivalua, you need not make that compromise. We offer a natively built, complete S2P suite with a truly unified data model. We realized from the start what competitors have only recently, that a common experience and ability to see everything going on, whether that is supplier 360 or matching contract terms to POs and invoices, is critical to maximizing value. Our complete suite also allows you to manage ALL types of spend, from indirect goods, services, direct, CAPEX or Assets/Tooling, all on a single platform. We also offer leading capabilities for each step of the process (the only vendor recognized as a Leader in S2C AND P2P by Gartner AND Forrester). This allows users and suppliers to navigate seamlessly across any module or navigate from high level KPI dashboards to the lowest level of detail within a couple of clicks. Customers have a single supplier record across the full S2P process as opposed to multiple with competitors. Unlike Ariba, Coupa, Jaggaer and most suite competitors, we have not acquired companies to piece together our suite with only partial integration.
3. The last key compromise you silently make with other options is between the convenience and low TCO of the cloud and robust security. Our multi-instance approach ensures that if one customer's data were ever breached, no other customers would. So, you are not suddenly a target even when another company is the intended target. And we encourage penetration testing so constantly learn from different customers. Multi-tenant competitors prohibit this since it impacts performance and a breach would involve all customers. With competitors you are subject to more cyber-attacks and greater chance of one succeeding.

Therefore, our customers stay, year after year leading to our retention rate leading the industry, at over 98%.

Some more specific differentiators include:

- Powerful workflow engine - Any current or future workflow your organization has or will have is possible to automate and optimize using the Ivalua Platform' workflow technology utilizing SIMPLE CONFIGURATIONS. Route to anyone for any purpose and reconfigure in the admin's user interface (no coding or taking the system offline). We can easily handle complex multi-hierarchy conditional workflows, reverse sequence based on events and triggers. Visually see the workflow in drag and drop whiteboard style user interface and see workflow transitions change in real time. You can instantly change your workflow on the fly.
- Rapid and reliable supplier onboarding with NO supplier fees - Ivalua Open Network provides multiple connectivity options to an ecosystem of suppliers, buyers, and partners to collaborate deeply and manage transactions efficiently. It is provided at zero supplier fees for unlimited collaboration.
- Truly 360-degree view of supplier activity - One supplier database across all the activities from sourcing and contracts to transactions and evaluations, Ivalua provides a truly 360-degree view of all supplier activity and the ability to manage and cleanse supplier master data.
- Analytics - Users can use standard reports and dashboard but also create any report they require based on any underlying combinations of data, and display this information using drill-down graphics and workbenches. This Business Intelligence capability is highly pragmatic for procurement organizations that want to improve their overall efficiency by enabling teams and individuals to spend time driving savings, compliance, and other programs — not creating analyses and reports on a daily basis.

- [Describe how your company will market this contract if awarded.](#)

The public sector is one of Ivalua's core focus markets, with a dedicated industry marketing plan, dedicated marketing budget and dedicated resources (a senior product marketing manager, a public sector campaign manager, plus shared resources that span industries). As a result, we have a broad marketing approach. Our overall public sector marketing plan includes the following:

- Exclusive partnerships with a Public Sector thought leader, including podcasts, thought leadership papers, case study promotion and other activities
- Email campaigns promoting customer case studies, thought leadership and other assets

- Investment in professional quality customer case study videos that are promoted on our site, media outlets and more. For example, see our state of Maryland video on our [Public Sector webpage](#)
- PR efforts to place our customer stories and thought leadership in targeted media outlets
- Partnership with specific public sector channels
- Dedicated [Public Sector webpage](#)
- Regular webcasts featuring public sector customers and thought leadership
- Press releases announcing public sector wins and thought leadership
- Sponsorship of a broad range of public sector conferences and a dedicated public sector track at our own marquee annual conference, plus a dedicated annual public sector event.

Additionally, we are happy to collaborate with you on unique campaigns to target specific channels and strategy on how to best reach your target audience with our programs.

- [Describe how you intend to introduce NCPA to your company.](#)

We are currently working within CA DGS, AZ and soon TX DIR for cooperative opportunities. We will work with our Public Sector Marketing personnel on a targeted approach with multiple touch points within Cities/Counties and Higher Education/K-12. We believe that cooperative agreements are truly one of the best ways for SLED organizations to purchase allowing faster deployments without lengthy legal engagement. From contract award we always schedule a kickoff with our public sector team for an initial introduction and establish a cadence and engagement model with our dedicated customer success team.

- [Describe your firm's capabilities and functionality of your on-line catalog / ordering website.](#)

Eligible NCPA members will submit a Request for Order through the Ivalua website where a dedicated Account Manager will reach out to confirm scope and services needed.

A SaaS Subscription Agreement will be executed with a SOW if applicable to finalize Software and Services to be provided.

- [Describe your company's Customer Service Department \(hours of operation, number of service centers, etc.\)](#)

As part of the SaaS Subscription the following services are included:

Technical Support (level 3) for standard product and specific customer applications in Production. Cover items such as:

- Defect requests
- Maintenance releases/ Updates
- Specific enhancement quotations (through partners when applicable)

Ivalua offers flexible maintenance package options: standard is from 8AM to 6PM local time (weekdays); Premium level covers up to 24/5; Platinum level covers up to 24/7. SLAs for response times and resolution times depend on the severity of the issue.

The Ivalua Helpdesk support is offered optionally to Client End-Users and/or Client's Supplier users. The Helpdesk service is accessible through a dedicated Phone number, dedicated email, and Extranet ticket. To verify the credentials of the caller, they must already have been identified as users in the Ivalua system (as administrators or internal or external/supplier users) and, as such, should be able to provide their name, email address and company name. In the case of assisting with logins, the users will have to be invited by other users first and will have set their own passwords as part of that process. The Ivalua support team will never ask for a user's password but will instead detail the process to self-reset a user password.

These customer service teams work remotely across the globe, teams assigned to a client usually share the same locations. We believe in close collaboration within our technical-functional teams, and therefore our project managers, configurators, engineers, usually share the same location on a project to facilitate quick interactions, for a more efficient work.

- **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.

Ivalua works to conduct its business activities and operations in a manner that promotes protection of people and the environment to the extent practicable. Employees are responsible for complying with all applicable laws, rules and regulations governing health, safety, and the environment.

As part of Ivalua's mandate to help procurement organizations digitize legacy manual and paper-based processes, Ivalua is proud to have significantly reduced the world's reliance on paper and physical storage facilities through the implementation and use of the Ivalua solution. Over one million users access our solution across the world, each one contributing to the reduction of waste, unnecessary recycling, and the reduction of physical facility storage space to minimize their carbon footprint.

Within Ivalua, and with our suppliers and partners, with the goal of reducing our "carbon footprint" we strive to:

- Minimize our emissions and discharges of pollutants and generation of waste by practices, such as conservation of consumable office materials.
- Conserve natural resources, including water, fossil fuels, minerals and virgin forest products, through our maintenance and facility processes, materials substitution, re-use, conservation, recycling or other means, as well as encouraging use of public transportation and walking/bicycle access to our offices; and
- Monitor and minimize energy consumption and greenhouse gas emissions, to the extent feasible, within our facilities. We look for cost-effective methods to improve energy efficiency and to minimize our energy consumption and greenhouse gas emissions.

Initiatives supported by Ivalua include:

- Tree planting
- Recycling of ink cartridges, double-sided printing
- Providing of personalized cups/bottles
- Implementation of selective sorting of waste
- Promoting the choice of environmentally responsible office furniture
- Reprocessing of electronic waste
- Water fountains connected to the water supply network/reduction of dependence on bottled drinking water

Ivalua supports environmentally friendly sponsorships and donations, and is involved in associative partnerships sponsored by Ivalua's Executive Management.

In our facilities, cleaning chemicals and other materials posing a hazard to humans or the environment are to be identified, labelled, and managed to ensure their safe handling, movement, storage, use, recycling or reuse and

disposal. And, to the extent feasible, we implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste.

- 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.

This is not applicable to Ivalua.

Tab 5 – Products and Services / Scope

The Ivalua platform is purpose-built for public sector organizations, enabling more efficient government, reducing risk, increasing compliance, and empowering public sector leaders to accelerate their digital procurement transformation.

The Ivalua eProcurement suite is named as a “Value Leader” in every category in SpendMatters S2P SolutionMap and the only leader across Source-to-Pay for both Gartner and Forrester. The platform’s combination of ease-of-use, depth, breadth and flexibility ensures high employee and vendor adoption, rapid time to value and the ability to meet unique or evolving requirements, evidenced by our industry leading 98%+ retention rate.

Ivalua for Public Sector brings together embedded industry-leading practices on a single unified platform to achieve rapid speed to value.

Ivalua for Public Sector Enables:

More Efficient Government

- ✓ Increased standardization, resulting in streamlined processes and operational efficiency
- ✓ Minimize paper-based processes and automate the source-to-pay lifecycle
- ✓ Reduce duplicative and manual processes to minimize errors and re-work
- ✓ Maximize automation to reduce the cost per transaction and the process cycle time

Improved Compliance & Reduce Risk

- ✓ Predictive risk indicators and analytics, enabling proactive mitigation and real-time monitoring
- ✓ Guided buying to ensure compliance through the full source-to-pay process
- ✓ Increase security and control of procurement data and documents

Improved Transparency and Collaboration

- ✓ Increased transparency throughout the procurement lifecycle with public portal access
- ✓ Greater visibility for the small business community to planned, active and contracted procurement activity
- ✓ More effective collaboration providing buyers and suppliers visibility into all elements of the Source-to-pay process

Rapid Speed to Value

- ✓ Quick deployment packages tailored for Public Sector organizations deliver greater value faster
- ✓ Powerful workflow engine and flexibility, enabling a more responsive government to ever-changing legislation
- ✓ Modern, flexible and seamless digital cloud-based experience to maximize user adoption

Figure 2 - Ivalua for Public Sector Benefits

Scope of Work

Ivalua’s single complete unified suite will provide NCPA members with a highly configurable, robust, and comprehensive e-Procurement Solution, purpose built for public sector. Ivalua offers the most comprehensive, natively built Source-to-Pay suite in the market which includes Public Portal, Supplier Information Management, Solicitation & Bid Management, Contract Management and P2P processes, standard integrations and, extensive system administration and reporting capabilities. The full suite of offering provided by Ivalua are shown in Figure 3 below. In addition, NCPA members will be able to take advantage of Ivalua’s standard platform tools – including configuration, workflow, reporting, integration, and document storage.



Figure 3 – Functionality Offered by Ivalua

Leveraging Ivalua’s single unified suite will enable you to rapidly realize their target future state and achieve your procurement objectives including the following benefits

- Reduced manual processes
- Automated notifications throughout the system
- Built in public portal for transparency and fair competition throughout the solicitation process
- Single platform the manage the end-to-end solicitation and purchasing process for the government, vendors and NCPA members
- Configurable solution to be aligned with procurement code and objectives
- Robust analytics for procurement insights

Module Details

Public Portal

The public portal solution allows for transparency through the source to pay process. The public portal allows for suppliers or concerned parties without an account to view all aspects of the procurement process within the solution. This creates a seamless transition between source to pay activities and public access to comply to transparency requirements.



Figure 4 – Public Portal Overview

Some of the benefits and features provided by the Ivalua Public Portal are:

- Public Transparency – public access to solicitations, awarded contracts, and catalog items
- Increase competition and vendor inclusion through improved visibility to planned, active, and historical solicitations
- Process FOIA and Bid Protest requests through the public facing page, improving the ability to action these requests within the system
- Seamless integration with supplier management and onboarding process for those suppliers who engage with solicitations via the public portal

Supplier Management

Ivalua's supplier management module provides for a one stop shop for suppliers to register and onboard within your organization. From engaging with you via the public facing registration page, to managing performance, Ivalua provides a single source of truth for supplier activity. Through a model of supplier self-service, suppliers will be able to register, collect additional information, manage their solicitations and orders all within a single portal.



Figure 5 – Supplier Information Management Overview

Some of the features and benefits provided by the Supplier Management module within Ivalua are:

- Self-service onboarding – supplier self-registration available 24/7 through the supplier portal providing a single source of truth for supplier data
- Collect and Validate information – Supplier provide information you need including certifications, qualifications, and financials for approval via the workflow
- Assess risk factors– configure risk types, metrics, questions, and scorecards to measure risk
- Manage Performance – conduct performance evaluations and follow-up via issue creation and tracking and improvement plans
- Incorporate 3rd party data – connect to existing 3rd party sources or add new ones
- No supplier fees

Solicitation & Bid Management

The Solicitation & Bid management modules allows for users to manage their end to end solicitation process from creation through award and contracting. Many types of solicitations can be managed through Ivalua from simple quick quotes for low dollar value purchases, to complex multi-phase RFPs.

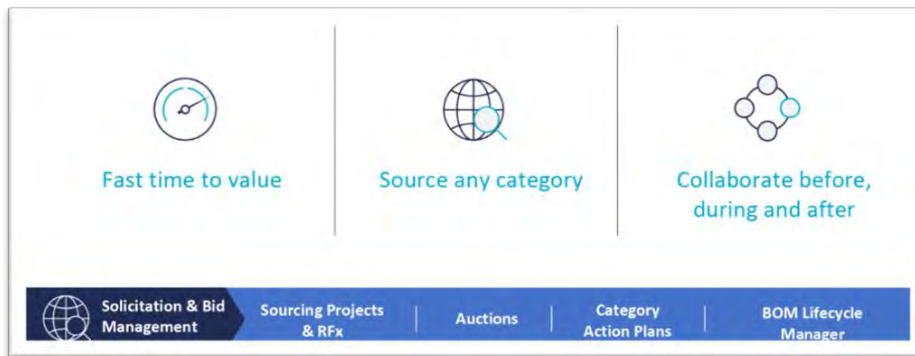


Figure 6 – Solicitation & Bid Management Overview

Some of the features and benefits provided by the Solicitation & Bid management module are:

- Manage solicitations effectively – define and track project progress, and capture tasks and documents through the solicitation process
- Transparent collaboration – work with key stakeholders and collaborate with suppliers before, during and after solicitation through in system messaging and collaboration tools
- Utilize templates for faster time to value – create or reuse RFX templates, questionnaires and workflow to collect the information required by the supplier without the set-up time
- Automated Compliance – build in procurement rules through RFX types, defaulted fields, required documents and solicitation settings
- Evaluations – collaborate with your evaluation committee to evaluate supplier offers and find the best value
- Transition to Contracts – show detailed analytics of the output of technical and financial evaluations and seamlessly bring over all solicitation data to the final contract

Contract Management

Ivalua's contract management module allows for streamlined contract creation as well as ongoing contract administration. Through the contract repository and contract authoring, contract officers can complete their negotiations and activate their contracts with awarded vendors. Throughout the contract lifecycle, contract officers and suppliers will receive notifications of expiring contracts and documents in order to stay ahead of necessary contract action.

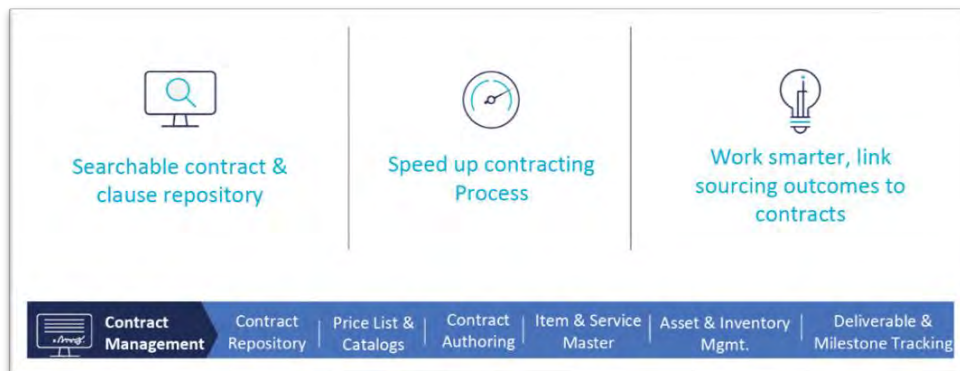


Figure 7 – Contract Management Overview

Some of the features and benefits provided by the Contract Management module are:

- Rapid Contract Creation – create contracts with MS word integration, quickly from templates, or directly from a sourcing project. Redline with suppliers and internal parties within the tool
- Contract & clause repository – find the contracts you need and manage contract hierarchies and parent/child relationships within a single repository
- Amendment management – create and approve contract management with auditability of version history
- Stay informed of key milestones – manage contract commitment and milestones with automated reminders of upcoming milestones
- Track subcontractors and diversity spend – track subcontractor or diversity goals and report on subcontractor spend against the reported plan

Procurement

The Procure to Pay process will be enabled end to end within Ivalua. Through a guided buying experience via the Ivalua catalog, users can find exactly what they're looking for, and create a purchase request with ease. Through all documents within the purchasing process, information is carried through from object to object, minimizing reentry of data throughout. Robust workflows allow for smart routing of approvals and managing exceptions, as well as trigger pre-encumbrances and encumbrances to your organizations ERP system. Overall, Ivalua facilitates a better buying experience for end users.

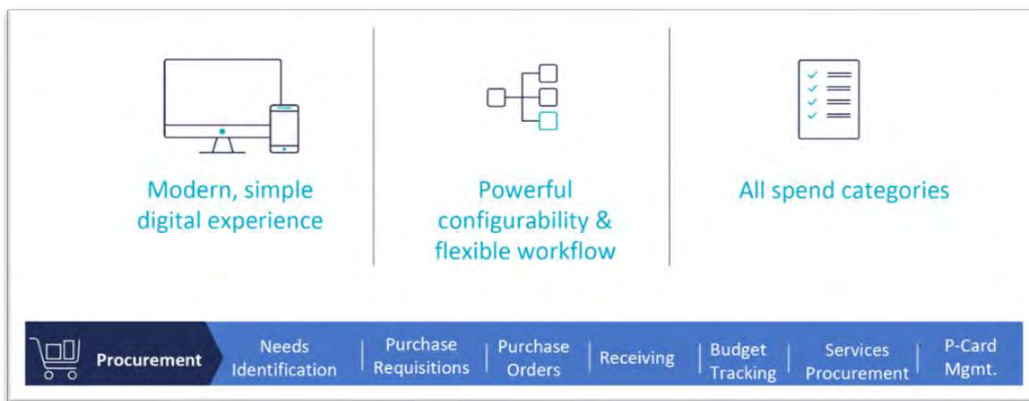


Figure 8 – Procurement Overview

Some of the features and benefits provided by the Procurement module are:

- Find what you need – leverage eForms and AI powered search to quickly identify and find products and services that you need
- Multiple purchase types – manage multiple types of purchases through a single point of entry, from on-contract requisitions to PCard purchases
- PCard management – store PCard as part of your user record and submit PCard as a method of payment to be securely transmitted to suppliers
- Configurable workflow – workflow that accommodates a combination of automatic checks and deviation handling and manual approvals that can be defined by individual entities
- Mobile requisitions and buying – browse, view, edit and submit requisitions directly from your phone
- Control and manage budgets – encumber funds and manage budgets with defaulted budgets from the user and filtering to drive users to valid strings
- Simplify receiving and returns – mass receiving and returns by the internal user, as well as advanced shipping notices from suppliers that can be flipped to receipts once approved.

Invoicing

The Ivalua invoicing module provides for multiple ways for invoices to be created and processed within the Ivalua solution through the supplier portal. Our clients can achieve touchless invoicing through automating their workflows and allowing for exception-based approvals and error handling. In addition, Ivalua will bring your invoicing full circle to report on and understand their spend across contracts, organizations, and commodities.

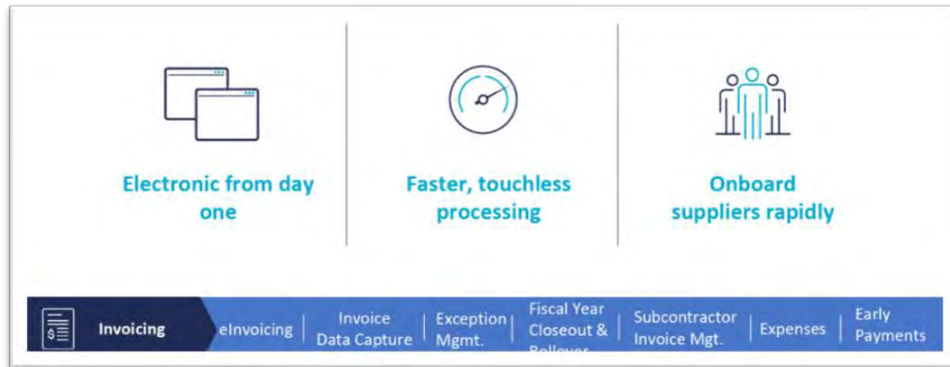


Figure 9 – Invoicing Overview

Some of the features and benefits provided by the Invoicing module are:

- Accept any format – receive invoices through PO-Flip, Receipt-flip, online entry, integration via EDI/cXML or integrated scan/OCT solutions
- Digitize paper and pdf instantly – capture and digitize data from PDF or scanned invoices instantly using OCR and machine learning
- Business rules to maximize compliance – built-in business rules via alerts and workflow ensure that invoice issues are fixed by suppliers, requisitioners, or buyers before payment submission. Two- and three-way match are automated to ensure touchless processing for compliant invoices
- Track subcontractor payments – allow prime contractors to report subcontractor payments in real time
- Reduce inbound inquiries – suppliers have access to their invoices within their supplier portal providing them a view of status and possible issues

Strategy and Analytics

Ivalua’s strategy and analytics modules brings together all the aspects of the Source to Pay process to be harassed for better decision making and improved insights into procurement data.



Figure 10 – Strategy & Analytics Overview

Some of the features and benefits provided by the Strategy & Analytics module are:

- Powerful spend classification – get spend classifications whenever you want using an intelligent classification rules engine to classify your data from multiple sources

- Enrichment flexibility – transparently update and cleanse supplier and spend data with the built-in clue and rule engine and any supplementary third-party services
- Establish goals and track progress – plan annual savings goals for the team and track negotiated savings at individual, team and business level
- Supplier and Contract performance – evaluate and analyze performance across multiple objects and prevent issues before they occur
- Combine data from various sources – analyze data from within ERP, legacy systems, or 3rd party sources to combine with procurement data to gain powerful insights
- Write your own reports – through Ivalua’s query wizard and easy to build dashboards, any user can build new views of their data.

Integration

A key strength of the Ivalua Platform is its rich functionality for integration that connects quickly and easily with your back-end systems to simplify the exchange of data and automate workflow across systems. To facilitate rapid implementations, Ivalua has multiple pre-configured adapters that get you 60-75% of the way there, out-of-the-box. The remainder is typically different by customer and The Integration Toolbox can address the most complex of scenarios.

The Integration Toolbox is a set of pre-configured adapters and additional tools built into the Ivalua Platform to enable a smooth and rapid integration process. It includes:

- A growing library of adapters designed to quickly plug into various enterprise systems and business services.
- An Enterprise Application Interface (EAI) module that combines APIs, ETL and Query tools to help orchestrate the data transfer with external systems and services.
- Developer tools for building and discovery of Application Interfaces (APIs) to address unique scenarios.

We have over 45 various integration points, some common integration points include:

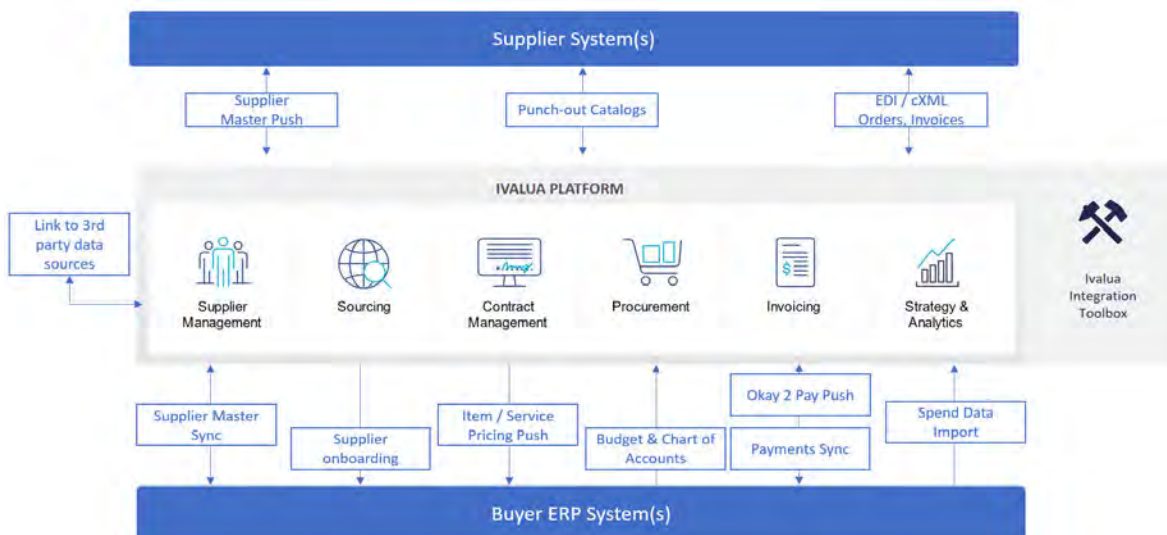


Figure 11 – Common Integration Points Between Ivalua and Buyer/Supplier Systems

Integration Highlights:

- ETL functionality (flat file import, transformation, and loading).
- REST based and secure web services.
- JSON and XML data support.
- Query functionality (flat file output, scheduling, multiple formats).

- EAI engine to manage complex sequential integration actions associated with WebServices, REST, scheduled push and pull of data, AS2 pipes, SFTP, HTTPs and SSO integrations.
- Integration Protocols (AS2, SFTP, HTTPS).
- SSO framework (SAMLv2, Active Directory or other SSO protocols).
- API Console to expose web services to pull and push data into the Ivalua platform.

Training

a. Preinstallation training support

During the implementation phase of the project team members will receive access to Ivalua academy which includes access to training videos, documentation and client Q&A / Collaboration portal. Initial training will be conducted for the core team as this is critical to gain an initial understanding of the Ivalua platform. There is training scheduled during different phases to optimize our train-the-trainer approach supplemented by Ivalua Academy On-Demand training.

Through our implementation experience, we have crafted a proven methodology and toolkit specifically tailored for the eProcurement space:

- Prioritizes alignment with other organizational change with recognizing the relative significance
- Emphasizes flexibility to cater to the different ways our users prefer to consume information
- Right-sized to reflect the simplicity of modern Source-to-Pay solutions
- Training answers the “why”, not just the “how”

b. Installation support

During installation and cutover Ivalua provides recommended communication plans and training approaches to drive optimized adoption. These activities include but are not limited to:

- Review FAQ documentation, SOP’s, and how-to videos
- Establish a Hypercare checklist which includes ongoing review of integration statuses, user-identified bugs, workflow issues, and change requests
- Identify potential changes and triage changes
- Implement changes
- Facilitate daily Hypercare scrum (when applicable)

c. Post installation training support

Post installation training is handled on demand and many of our customers take full advantage of the Ivalua academy which include virtual on demand training which covers the following:

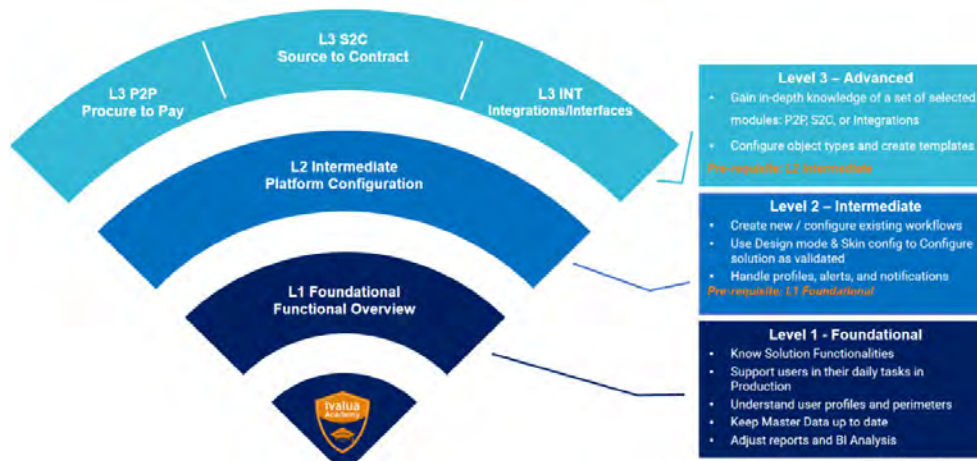


Figure 12: Program Structure & Course Topics

Post-Installation

a. Software Upgrades

Major software upgrades are released from Ivalua R&D 2-3 times a year. Because Ivalua deploys to clients as "Multi-instance SaaS" (as opposed to "multi-tenant" solutions), it is up to the client to decide when to apply an upgrade to their environments. This gives a lot of flexibility for clients to finely tune the upgrades to not upset integrations with ERP systems and their upgrade schedules or to take care with the change management and opportunities that come with upgraded functionality.

b. System Support

As part of the SaaS Subscription the following services are included:

Technical Support (level 3) for standard product and specific customer applications in Production. Cover items such as:

- Defect requests
- Maintenance releases / Updates
- Specific enhancement quotations (through partners when applicable)

Ivalua offers flexible maintenance package options: standard is from 8AM to 6PM local time (weekdays); Premium level covers up to 24/5; Platinum level covers up to 24/7. SLAs for response times and resolution times depend on the severity of the issue.

The Ivalua Helpdesk support is offered optionally to Client End-Users and/or Client's Supplier users. The Helpdesk service is accessible through a dedicated Phone number, dedicated email, and Extranet ticket. To verify the credentials of the caller, they must already have been identified as users in the Ivalua system (as administrators or internal or external/supplier users) and, as such, should be able to provide their name, email address and company name. In cases of assisting with logins, the users will have to be invited by other users first and will have set their own passwords as part of that process. The Ivalua support team will never ask for a user's password but will instead detail the process to self-reset a user password.

c. Quarterly Reviews

A Customer Success Manager (CSM) is assigned at the signature of the contract and is involved with the planning of your value drivers and specific spend management goals and is involved during the implementation. The CSM has ownership and joint accountability for ongoing value realization:

- Provide strategic thought leadership
- Develop and refine supply chain roadmaps
- Monitor progress towards performance metrics
- Identify next-level value creation opportunities
- Provide new release / product roadmaps
- Lead Executive Business Reviews (EBR's)
- Be your advocate within Ivalua

The CSM at a minimum will have regular contact with you and hold Quarterly Business Reviews to ensure your goals are being reviewed and optimized with leading practices. Continuous education and learning are important as we innovate on the platform, to that end we have organized annual conferences, biannual user groups, and multiple innovation webinars throughout the year. In addition to this we provide customer satisfaction surveys to ensure a great client experience.

d. Upgrade Training

We have different training materials. The Ivalua academy offers video classes that are available online. We also have some webinars, exercises, and documentation. The materials are updated as needed. Each time there is a new release, an addendum is published on the video to explain the new features.

Tab 8 – Value Added Products and Services

Over the last several years, Ivalua has had the opportunity and been selected as the partner of choice to provide the platform to enable and accelerate many public sector organizations procurement transformation.

Based on the current results achieved, client feedback from these engagements, and subsequent contracts awarded to Ivalua, it became apparent that our eProcurement platform aligned extremely well with the unique and highly variable requirements and challenges public sector organizations face during their modernization efforts.

Our proven platform provides the required scalability, security, and flexibility to allow our customers to meet the many unique and evolving requirements of public procurement. With Ivalua for Public Sector, organizations can be more responsive to legislative, regulatory and/or policy changes. We have optimized the end-to-end digital experience, by providing a collaboration network for citizens, buyers and suppliers resulting in full transparency throughout the procurement lifecycle.

Over the last 18 months Ivalua continued our investment and focus on the public sector by establishing a dedicated Public Sector Practice and fully dedicated team. Ivalua's Public Sector team has extensive experience working within the public sector, with a clear understanding of the unique challenges faced by public sector procurement, challenges commercial companies do not face.

The team includes:

- Head of Public Sector Leadership
- Practice Managers/ Account Executives
- Solutions Consultants
- Solution Development Manager
- Product Development staff: enhance current solution to support public sector and develop new products to expand our capabilities
- Account Management for ongoing customer support

Ivalua continues to invest in building our public sector practice. We are expanding our participation in Public Sector procurement associations, planning our annual Public Sector only user group and for the first time our global user conference, IvaluaNOW had a fully dedicated breakout track for Public Sector. We view our investment and focus on Public Sector will continue our partnership approach to ensuring our Public Sector customers achieve their goals and objectives.

Additional Value-added services that are available to our public sector customers, but not limited to:

- Public Sector focused User Groups
- Public Sector Lunch and Learns
- Public Sector Webinars
- Public Sector Roadmap Input / Feedback
- Public Sector Key Customer Spotlights
- Public sector specific track and content at IvaluaNOW, our annual conference


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

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	Ivalua, Inc.
Print Name	Ron Vaisbort, General Counsel
Address	805 Veterans Blvd., Suite 203
City, State, Zip	Redwood City, CA 94063
Authorized signature	
Date	June 8, 2020

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



Date

June 8, 2020

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	Ivalua, Inc.
Address	805 Veterans Blvd., Suite 203
City/State/Zip	Redwood City, CA 94063
Telephone No.	(650) 930-9710
Fax No.	
Email address	rov@ivalua.com
Printed name	Ron Vaisbort
Position with company	General Counsel
Authorized signature	

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>