



RFP RESPONSE

Region 14 Education Center

REQUEST FOR PROPOSAL (RFP) FOR ERP SOFTWARE AND IMPLEMENTATION
SERVICES #33-22
DUE: JULY 7TH, 2022 @ 2:00 PM

LINQ



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EMS LINQ, LLC ("LINQ") and our web-based Educational Resource Planning (ERP) System called **LINQ ERP** are Making Schools Stronger by providing a robust web-based ERP system that is much more powerful than traditional Financial Management Systems.

Our LINQ ERP system combines multiple data management functions into a single, integrated application. Built with state-of-the-art Oracle technology, LINQ ERP offers National Cooperative Purchasing Alliance members one integrated system for automating, managing, and controlling processes throughout the education enterprise.

Again, we appreciate the opportunity to provide you with a proposal for a new solution that we believe will exceed your expectations. We look forward to taking the next step with National Cooperative Purchasing Alliance.

We have thoroughly reviewed the RFP requirements and have provided all necessary information for the response. LINQ, in response to the NCPA's Request for Proposal for ERP Software and Implementation, Solicitation #33-22, submits the attached information.

We look forward to earning your business!



Matt Muller | Chief Revenue Officer

EMS LINQ, LLC | www.linq.com

mmuller@linq.com | 2528 Independence Blvd., Ste. 200, Wilmington, NC 28412

O: +1 910 799 0121 | **F:** +1 910 799 5927

RFP RESPONSE FOR NATIONAL COOPERATIVE PURCHASING ALLIANCE

Tab 1 – Master Agreement / Signature Form



Tab 1 – Master Agreement

General Terms and Conditions

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

- ◆ 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
 - The initial contract term will be for a period of five (5) years with five optional 1 year renewals if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

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

- ◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposal should address the following warranty information:
 - 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
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ Safety
 - Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.
- ◆ Permits

- Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The initial contract term will be for five (5) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms for a total of ten (10) years.
 - It should be noted that maintenance/service agreements may be issued beyond the contract expiration for any number of years mutually agreed to by the Vendor and end user under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Price Increases
 - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
 - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References and Experience (20 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
 - Respondent Reputation in marketplace
 - Past Experience working with public sector.
 - Exhibited understanding of cooperative purchasing

- ◆ Value Added Products/Services Description, (8 points)
 - Additional Products/Services related to the scope of RFP
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

- ◆ Technology for Supporting the Program (7 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services



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 EMS LINQ, LLC
Address 2528 Independence Blvd., Ste 200
City/State/Zip Wilmington, NC 28412
Telephone No. 910-799-0121
Fax No. 910-799-5927
Email address proposals@linq.com
Printed name Matt Muller
Position with company Chief Revenue Officer
Authorized signature *MM*

RFP RESPONSE FOR NATIONAL COOPERATIVE PURCHASING ALLIANCE

Tab 2 – NCPA Administration Agreement





Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and EMS LINQ, LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 01-141, 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 ERP Software and Implementation Services;

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

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

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

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

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

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

◆ General Terms and Conditions

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



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

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- ◆ **Term of Agreement**
 - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.
- ◆ **Fees and Reporting**
 - The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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



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

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

National Cooperative Purchasing Alliance:	Vendor:	<u>EMS LINQ, LLC</u>
Name: <u>Matthew Mackel</u>	Name: <u>Matt Muller</u>	
Title: <u>Director, Business Development</u>	Title: <u>Chief Revenue Officer</u>	
Address: <u>PO Box 701273</u>	Address: <u>2528 Independence Blvd., Ste 200</u>	
		<u>Wilmington, NC 28412</u>
Signature: <u></u>	Signature: <u></u>	
Date: <u>September 1, 2022</u>	Date: <u>9/14/2022</u>	

RFP RESPONSE FOR NATIONAL COOPERATIVE PURCHASING ALLIANCE

Tab 3 – Vendor Questionnaire





Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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



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

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Marina Islands
- Puerto Rico
- U.S. Virgin Islands

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

➤ 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 N/A
- Historically Underutilized Business
 - Respondent Certifies that this firm is a HUB N/A

◆ Residency

➤ Responding Company’s principal place of business is in the city of Wilmington, State of NC

◆ 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 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ Distribution Channel

- Which best describes your company’s position in the distribution channel:
- Manufacturer Direct
 - Authorized Distributor
 - Value-added reseller
 - Certified education/government reseller
 - Manufacturer marketing through reseller
 - Other: _____

◆ Processing Information

- Provide company contact information for the following:
- Sales Reports / Accounts Payable
 - Contact Person: Mark Sullivan
 - Title: Senior Accountant
 - Company: EMS LINQ, LLC
 - Address: PO Box 745000
 - City: Atlanta State: GA Zip: 30374-5000
 - Phone: 910-799-0121 Email: accounting@linq.com



- Purchase Orders

Contact Person: Mark Sullivan
Title: Senior Accountant
Company: EMS LINQ, LLC
Address: PO Box 745000
City: Atlanta State: GA Zip: 30374-5000
Phone: 910-799-0121 Email: accounting@linq.com

- Sales and Marketing

Contact Person: Barb Sutton
Title: Director of Sales Operations
Company: EMS LINQ, LLC
Address: 2528 Independence Blvd, Ste 200
City: Wilmington State: NC Zip: 28412
Phone: 910-799-0121 Email: proposals@linq.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

RFP RESPONSE FOR NATIONAL COOPERATIVE PURCHASING ALLIANCE

Tab 4 – Vendor Profile





Please provide the following information about your company:

◆ **Company's official registered name.**

EMS LINQ, LLC

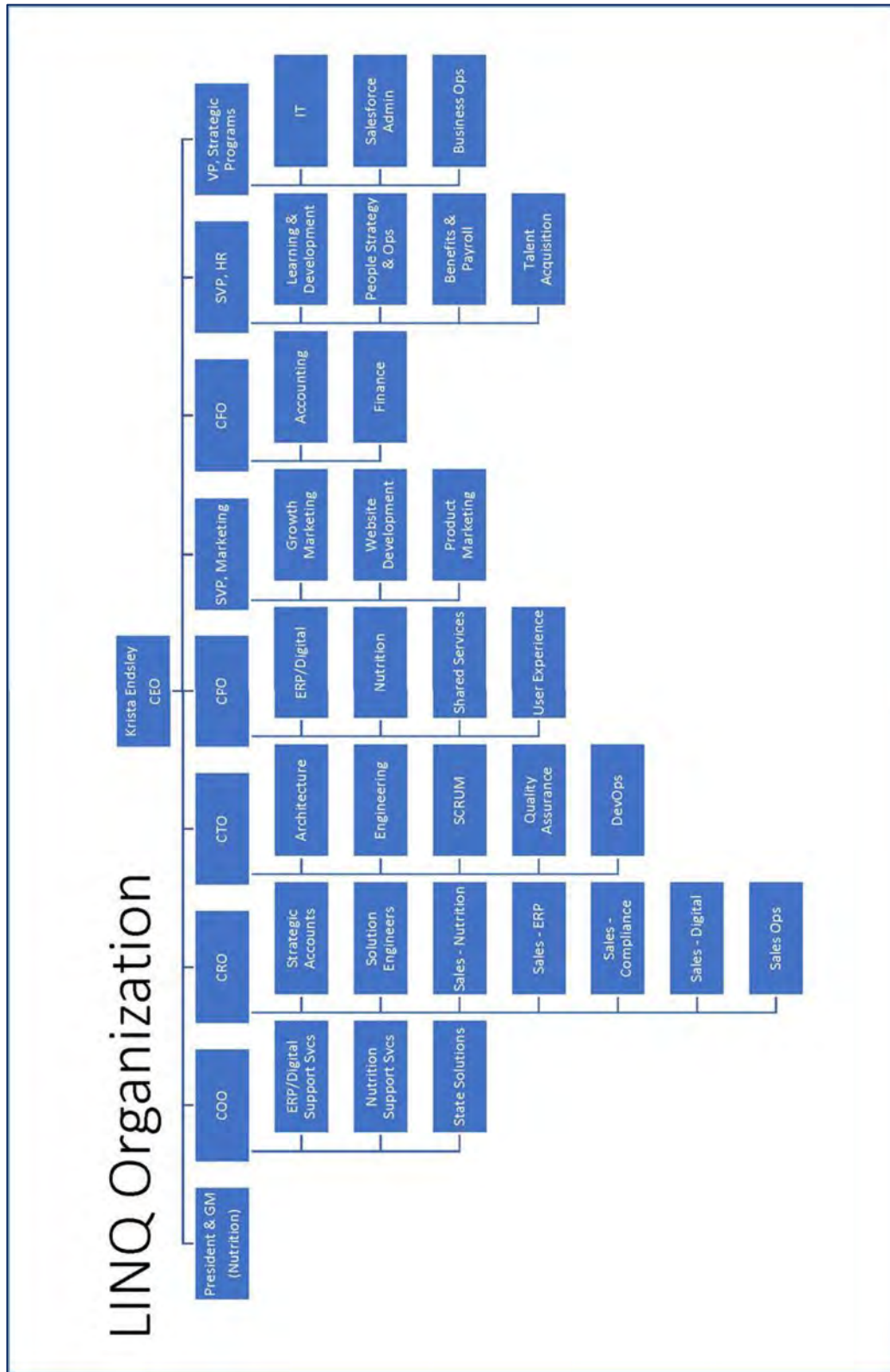
◆ **Brief history of your company, including the year it was established.**

EMS LINQ, LLC is a limited liability corporation incorporated in the state of Delaware. We focus exclusively on K-12 school districts. It is our sole business segment. We began in 1989 with an IBM AS400 system to track financials for school foodservice, and through organic growth and acquisitions, we have expanded our operations from one (1) state to operating in all 50 states, serving over 3,000 school districts.

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

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

Please see the organizational chart on the following page.





◆ **Corporate office location.**

Our corporate office is located at 2528 Independence Blvd, Wilmington, NC 28412.

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

LINQ employees primarily work remotely throughout the US. LINQ offers employment in five (5) physical locations: Wilmington, NC (home office), Irvine, CA, Scottsdale, AZ, Columbus, OH, and Tampa, FL.

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

Wilmington, NC (Home office)

Margaret Eubank, *Director of ERP Sales*

2528 Independence Blvd., Ste. 200

Wilmington, NC 28412

910-799-0121

margaret@linq.com

Remaining four remote offices:

Kevin Brobst, *Director of Business Partnerships*

910-799-0121

kbrobst@linq.com

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

LINQ's standard payment terms are net-30 days.

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

◆ **Provide Annual Sales for last 3 years broken out into the following categories:**

➤ **Cities / Counties**

➤ **K-12**



- **Higher Education**

- **Other government agencies or nonprofit organizations**

- ◆ **Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.**
 - \$800,000 in year one
 - \$1,200,000 in year two
 - \$2,000,000 in year three

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

LINQ's sole focus is on K-12 School Districts. Our vision is and always has been continual improvement in K-12 education through our technology and our people. Informed by over three decades of experience, our school management software is carefully crafted to accomplish the single goal of helping school districts simply run better.

The LINQ ERP system is much more powerful than traditional Financial Information Systems (FIS) because it combines multiple data management functions into a SINGLE, integrated application. Built with state-of-the-art technology, LINQ ERP offers districts one integrated system for automating, managing, and controlling processes throughout the education enterprise.

LINQ ERP combines the latest technology with the powerful Oracle database that is shared across applications. Data is stored once in the system, so there's only one version of the truth; once data is updated, the information is available for all users that have access rights.

Our comprehensive, integrated approach saves time, improves efficiency and communication/collaboration between staff and administrators. Workflow processes are completely automated, including each of the major workflows in a school district (purchasing, HR/payroll, budgeting, and financial reporting).

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

EMS LINQ, LLC is a leading EdTech company and has many options and channels available to market the NCPA Contract, including a network of CBA's (Certified Business Associates) that provide direct support and services to our end users. Options to market can include information sharing, such as press releases, blog postings, and reference on our website. EMS LINQ, LLC can also provide more active marketing of the NCPA contract by referencing our contract during



customer presentations, analyst interviews, and customer proposals to highlight the efficiency of maintaining a national buying agreement.

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

EMS LINQ, LLC intends to conduct internal education and training with our Sales and Marketing to familiarize our staff with details of the NCPA and the agreement. Our staff will leverage the contract with NCPA and Region 14 with potential clients of EMS LINQ, LLC. Our marketing department will create co-branded marketing materials and put this information about NCPA on our website. We will market and advocate for our future clients to use the purchasing power of NCPA.

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

LINQ does not have an online catalog or ordering website. Districts or Charter Schools interested in the LINQ solutions will contact the LINQ sales team directly through various methods. Our team engages in discovery conversations to gain an understanding of the districts or charter school’s needs, processes, and requirements. These discovery sessions enable LINQ to put together an optimal proposal for the organization.

Our comprehensive sales process includes:

- Presales: LINQ Sales and Marketing team is available to answer any questions and provide valuable consultation on best practices regarding LINQ ERP capabilities, pricing, and contract items.
- Post-Sale: LINQ project team consists of Project Manager, Subject Matter Experts, and Support Consultants. This team of experts is available to assist with any questions regarding implementation, training, or conversion processes that may be required for the project.

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

LINQ offers a unique combination of both local and national support. Ongoing technical support is provided direct through LINQ or through one of LINQ's strategic channel partners, which have defined territories.

After implementation, as part of your MSA (Master Subscription Agreement), Districts or Charter Schools receive phone support services from 7AM – 7PM EST and the ability to use email or contact via an online customer portal, if this is a better method for you to open an incident. You will receive all Program Technical Fixes (PTFs) and enhancements to the products you own.

Our three-tiered process is based on Level 1, Level 2, and Level 3 support criteria. Each call is given a unique incident number and all further activities are tracked against that unique call number and are reported back to you until further resolved. Level 1 incidents are qualified as “how-to” type



questions, with the incident being escalated to Level 2 representatives for more advanced items. For issues such as a broken code or a program fix, that are determined to be needed, these are escalated to our product and engineering team. This may require the development team's involvement, thus qualifying as a Level 3 support tier.

At any given point, if the District feels they are not receiving adequate support, they have options to escalate to their customer success manager, field sales representative, or assigned project manager.

DOCUMENTATION / HELP:

Help documentation for all users is both printable and available online. Help tools are also integrated into the LINQ ERP system to provide timely help while on the exact screen or program that is active.

◆ **Green Initiatives (if applicable)**

- **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.**

The products and services LINQ provides does not have a direct correlation to any environmental concerns.

◆ **Anti-Discrimination Policy (if applicable)**

- **Describe your organizations' anti-discrimination policy.**

LINQ does not tolerate and prohibits discrimination, harassment, or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, age, sex or gender (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity or gender expression (including transgender status), national origin, ancestry, marital status, protected medical condition as defined by state law (including cancer or genetic characteristics), physical or mental disability, military and veteran status, genetic information or any other characteristic protected by applicable federal, state or local laws and ordinances. The Company is committed to a workplace free of discrimination, harassment, and retaliation.



- ◆ **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.**

Please see attached documents in the following pages.



Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "EMS LINQ, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "EMS LINQ, INC." TO "EMS LINQ, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2021, AT 11:31 O`CLOCK A.M.


Jeffrey W. Bullock, Secretary of State

6723992 8100V
SR# 20214170171

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

Authentication: 205044100
Date: 12-21-21



State of Delaware
Secretary of State
Division of Corporations
Delivered 11:31AM 12/21/2021
FILED 11:31 AM 12/21/2021
SR 20214170171 - File Number 6723992

**STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY COMPANY ACT**

- 1) The jurisdiction where the Corporation first formed is Delaware.
- 2) The jurisdiction immediately prior to filing this Certificate is Delaware.
- 3) The date the Corporation first formed is January 23, 2018.
- 4) The name of the Corporation immediately prior to filing this Certificate is: **EMS LinQ, Inc.**
- 5) The name of the Limited Liability Company as set forth in the Certificate of Formation is:
EMS LinQ, LLC

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion on December 21, 2021.

By: /s/ Stephen Davis
Name: Stephen Davis
Title: Authorized Person



STATE OF DELAWARE
Department of Finance
Division of Revenue

ACTIVE BUSINESS LICENSE
2021711244

EFFECTIVE	01/01/2022 - 12/31/2022
ISSUED TO	EMS LINQ INC 2528 INDEPENDENCE BLVD STE 200 WILMINGTON NC 28412-2591
LOCATION	EMS LINQ INC 2528 INDEPENDENCE BLVD STE 200 WILMINGTON, NC 28412-2591
TRADE, BUSINESS, OR PROFESSIONAL ACTIVITY	RETAILER, GENERAL

ISSUED: 01/23/2022
FEE PAID: \$90.00

Is hereby licensed to practice, conduct, or engage in the occupation or business activity indicated above in accordance with the license application duly filed pursuant to Title 30, Delaware Code.

POST CONSPICUOUSLY - NOT TRANSFERABLE

2022



Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EMS LINQ, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF JULY, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "EMS LINQ, LLC" WAS FORMED ON THE TWENTY-THIRD DAY OF JANUARY, A.D. 2018.

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



6723992 8300

SR# 20222887661

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


Jeffrey W. Bullock, Secretary of State

Authentication: 203819758

Date: 07-01-22

RFP RESPONSE FOR NATIONAL COOPERATIVE PURCHASING ALLIANCE

Tab 5 – Products and Services / Scope





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

LINQ understands and agrees.

- ◆ **The following is a list of suggested (but not limited to) implementation categories. List all software and implementation capabilities that the respondent can perform.**

All products and/or services listed below are provided by EMS LINQ, LLC. Additional descriptions have been provided as well as other categories have been included.

➤ **Human Capital**

The Human Resources System (HRS) is designed to simplify the process of maintaining all personnel and payroll information. A single source for this data is provided, eliminating redundant input and allowing the user to maintain, process, and report all related information in a timely, effective manner. The extended personnel system provides an integrated facility to maintain information relating to position control, professional and administrative certification, and employee education.

- **Learning and Development**

LINQ ERP has the ability to record education, certification, and credit information on an employee.

- **Talent Acquisition**

LINQ ERP's Applicant Portal can assist in the onboarding of employees. Our application can interface through an API or import/export programs to other Talent Acquisition Systems.

- **Compensation**

LINQ ERP Employee Portal has the ability to present an employee's complete compensation package.

- **Human Resource Management**

User profile records allow the system to be "tailored" to an employer's individual requirements, providing flexibility in establishing the various components of each employer's information base, such as employment codes, location codes and descriptions, earning codes and descriptions, deduction/benefit codes, and leave accrual tables. Individual state retirement calculation and reporting requirements are supported by HRS along with any applicable federal, state, and local withholding tax routines. The ability to establish various leave accrual plans, including sick leave and vacation, is supported and provides automatic leave accrual and attendance tracking through a leave



accounting system. A calendar view inquiry program is supplied to assist management in monitoring attendance for an individual. This view provides the ability to see absence trends for an employee.

HRS incorporates comprehensive history data for earnings, deductions, distributions, and position histories associated with payroll and personnel functions.

Extensive management and technical reporting is provided. The reports are designed to verify accuracy and enhance auditing and analysis. Reports are readily generated from standard menus. The system also provides a wide range of operational reports, including personnel directories and employee labels. All personnel and payroll information is integrated into one database in HRS, eliminating redundant input. A single source of personnel information is provided, allowing the user to maintain and report all related information in a timely, effective manner.

▪ **Workforce Management**

LINQ ERP Employee Portal gives employees the ability to view and request changes to their specific data. Employees can view payroll and absence information, as well as be able to request changes to deductions/benefits, demographics, W2 information, direct deposit, as well as request leave. Approval workflows are setup, allowing the different requests to be routed to appropriate people within the organization.

▪ **Benefits Administration**

A deduction/benefit master record identifies each deduction and benefit. This record includes data elements such as description, dollar amounts or percentages, calculation sequence, check print sequence, and the general ledger account number for automatic posting of payroll expenses and liabilities. Highlights include:

- Variable number of benefits and deductions per employee with effective dates
- Multiple plans per benefit/deduction codes
- Define coverage and plan contribution types, including cafeteria plans/Section 125
- Incorporate taxable income from excess life insurance (group term life)
- Manage premium changes at the plan level, controlled by effective dates, the system controls when to turn the new rates on and the old rates off for all employees registered to that plan

➤ **Payroll**

The Human Resource System (HRS) supports multiple payroll cycles, allowing the employer to pay employees weekly, bi-weekly, semi-monthly, monthly, or any combination of these cycles. HRS allows for non-regular payroll calculations through a special payroll cycle. A special payroll cycle can provide payment only to those employees for whom input is entered during that



cycle. HRS payroll provides encumbrance accounting for labor and benefit distributions covering contracted, salaried, daily, and hourly paid staff.

- **Time Tracking**

LINQ ERP Employee Portal offers a time tracking option. Employees can enter electronic time sheets or use our "clock in / clock out" option to capture time. Time requests are routed through a customizable approval chain. Upon approval, time is updated into payroll and human resources.

- **Payroll**

- **Payroll Control**

- To expedite payroll processing, HRS allows the user to enter on a single screen the payroll control information and deduction/benefit codes to be taken during the designated cycle. Separate checks can be issued during one payroll for different types of pay for an employee.

- **Exception Pay**

- HRS processes salaried and unit paid employees in a single payroll run. It uses the concept of exception processing to minimize input requirements. Required input data includes hours or days worked for unit paid employees, pay docking, unusual pay rates, and deduction/benefit overrides. Other input is optional.

- **Additional Pay**

- Besides processing an employee's regular pay, HRS easily processes input for recurring and one-time additional pays.

- **Payroll Checks and Direct Deposits**

- The primary function of HRS is to process accurate and informative payrolls. The employee check stub or direct deposit advice contains current and year-to-date information on all earnings, taxes, deductions, and benefits. Sick leave used and available, and vacation leave used and available can also be printed. Direct deposit of net pay through the automated clearinghouse (ACH) is easily handled by HRS.

- **Labor and Benefit Distribution**

- HRS can distribute an employee's regular earnings to multiple expenditure accounts. Distribution of employer paid benefits to the accounting system may be specified by benefit. A labor and benefit distribution file is created during the payroll cycle and is posted to the accounting system.



Accounting System Interface

The accounting system interface is designed to link HRS with the Financial Accounting System (FAS). HRS automatically creates transactions for labor and benefit distribution, payroll liabilities, payments, and payroll encumbrances, if desired. Personnel costs are charged to the user's accounting system for timely, accurate accounting and analysis.

Historical Data

The Human Resource System provides earnings, deduction, distribution, and position histories associated with payroll and personnel functions.

- **Absence Management**

LINQ ERP Employee Portal offers an attendance option. Employees can enter electronic absences using the portal. Attendance requests are routed through a customizable approval chain. Upon approval, attendance is updated into payroll and human resources. Administratively, a calendar view inquiry program is supplied to assist management in monitoring attendance for an individual. This view provides the ability to see absence trends for an employee.

- **Technology Solutions**

LINQ ERP is a web-based system developed utilizing the Oracle relational database management system (RDBMS) and .NET core as its foundation and is accessible via browsers, including Chrome, Edge, Firefox, and Safari. This foundation provides the most current technology available on the market today. These systems are truly state-of-the-art, open system, multi-platform, RDBMS based, graphical user interface (GUI) oriented application software products.

- **General and Technical**

LINQ ERP is a SaaS solution operational within an AWS environment. A full featured document management system can be acquired with the solution being operational in an Azure environment with a forms component installed either on premise or within an AWS environment.

- **Security**

LINQ ERP security is based on a user role model and can be set up down to an individual field level.



- **Architecture**

LINQ ERP is a comprehensive, fully integrated ERP application developed using the .NET core framework and utilizing the power of an Oracle database.

- **Interfaces**

LINQ ERP has been developed with the concept of an easy-to-use interface. Our applications are fully web-based and browser accessible. User's access options through a menu designed for that individual, giving them access to the data that they need to perform their role. Options to add, change, and view are clearly identified. User defined tables help to make data entry quick and easy. Many fields can default based on user settings. Online help is available within the application.

- **General Ledger**

The General Ledger is the heart of the LINQ ERP system and provides integration to other features in the Financial Application System, Human Resources System, Budget Preparation System, Fixed Asset Inventory System, and Warehouse Inventory System.

- **Closing**

LINQ ERP has a monthly soft closing process, as well as a comprehensive process to rollover from one fiscal year to the next.

- **Recording Transactions**

LINQ ERP is a double entry.

- **Chart of Accounts**

LINQ ERP chart of accounts is an up to 50-character string.

- **Financial Reporting**

Extensive management and technical reporting are provided. The reports are designed to verify accuracy and enhance auditing and analysis. Reports are readily generated from standard menus. The system also provides a wide range of operational reports, including balance sheet, income statement, and transactional data.

- **Budget**

The Budget Preparation component of LINQ ERP interfaces with both the Financial Accounting and Salary Administration Systems to provide a comprehensive facility for budget development. Budgets may be developed utilizing historical information from the Financial Accounting System, using zero-based detailed input or uploaded from spreadsheets. Data maintained can be easily exported into spreadsheets. When budgets have been assigned to all appropriate accounts, the current year's budget is maintained throughout the Financial Accounting and Payroll systems. An adjusted budget field reflects budget transfers or modifications and is the day-to-day operating budget for each account. Appropriated and adjusted budgets are retained



throughout the year to allow comparison of budgets-to-actuals by account or range of accounts.

- **Budget Control**

LINQ ERP can put budget controls in place during multiple entry locations, including requisition and payroll entry, presenting over budget notifications. Through the user security, over budget notifications can prevent a user from entering transactions against the budget code.
- **Budget Development**

LINQ ERP allows budget development through the use of the Position control component, through a data import from a spreadsheet and/or through manual data entry. Zero base budgeting can be utilized, as well as a budget preparation calculator, which allows for calculations to make entries simpler.
- **Grants Management**

LINQ ERP has fully integrated Grant Management, offering a variety of reports to follow grants throughout their life cycle.
- **Billings and Receivables**

LINQ ERP includes a comprehensive billings and receivables component.

 - **Cash Management / Treasury**

LINQ ERP has a fully integrated cash receipts/revenue component.
 - **Account Receivables**

LINQ ERP includes a fully featured Accounts Receivable component.
- **Purchasing and Payables**
 - **Purchasing**

LINQ ERP includes a fully featured purchasing, advanced purchasing, and bidding module. The ability to punch-out to vendor websites to simplify the order entry process is available.
 - **Travel Expense**

LINQ ERP Employee Portal provides for expense tracking with reimbursements. Expense reimbursement requires an approval process. The approval chain is customizable. Upon final approval, the expense is synchronized into LINQ ERP accounts payable or payroll, depending on your preference. A variety of reports are available to analyze the data.
 - **Accounts Payable**

LINQ ERP offers fully integrated Account Payable. There are several options on how Accounts Payable transactions can be created, including, but not requiring, a three-way matching process. Payments can be made through check, ACH, credit card and purchase cards (P-Cards). Bank reconciliation is available.



- **Vendor Management**

LINQ ERP includes a vendor portal. Through the vendor portal, vendors can view and update the data on record within the LINQ ERP application, as well as upload documents.
- **Contracts Management**

LINQ ERP Employee Portal provides for the production of contracts for the various employee groups within a School District or Charter organization. Electronic signatures are available.
- **Asset Management**

LINQ ERP includes asset management and can track acquisition, asset movement, depreciation, loss, and disposal. Fixed Assets is fully integrated with the requisition, purchasing, receiving, and payment process components within LINQ ERP. For example, purchases can flow directly into asset management without double entry.

 - **Asset Accounting**

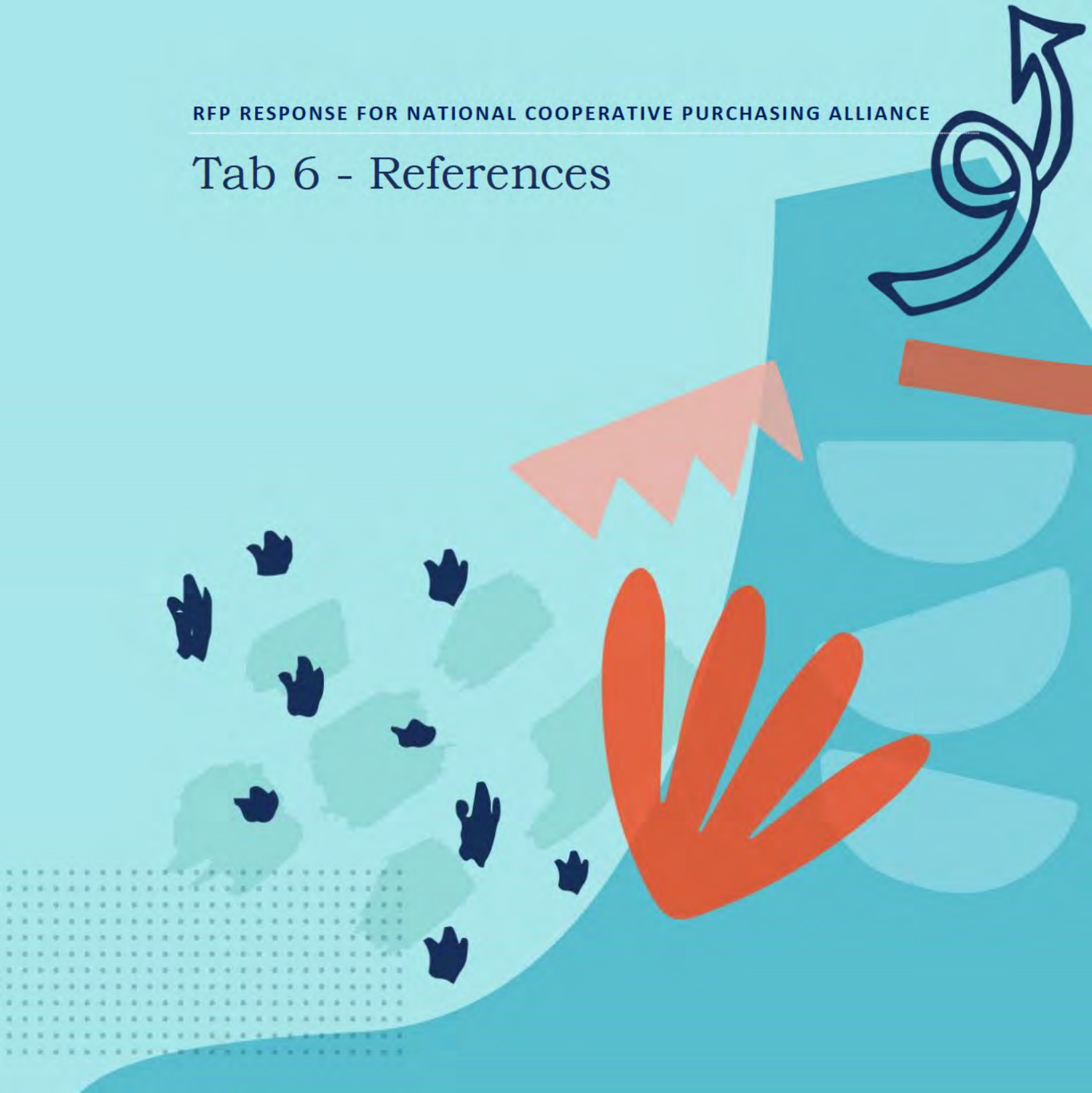
LINQ ERP allows for the automatic application of an asset through customer defined rules. For example, if a business rule is anything over \$2,500 using a budget code is an automatic asset, LINQ ERP can accommodate this business use case.
 - **Asset Maintenance**

LINQ ERP allows for a user to maintain all aspects of an asset, including marking it as depreciable, view the PO or receiving document, or tracking the location of an asset.
- **Warehouse**

LINQ ERP includes warehouse management and can track warehouse item acquisition, bar code items, and inventory management. Warehouse is fully integrated with the requisition, purchasing, receiving, and payment process components within LINQ ERP. For example, purchases can flow directly into warehouse management without double entry.
- **LINQ Time**

LINQ Time is a full featured time and attendance management solution, built on the Attendance on Demand solution. LINQ Time automates the synchronization of time sheets and absences.

Tab 6 - References





- ◆ **Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.**

- ◆ **All references should include the following information from the entity:**
 - **Entity Name**
 - **Contact Name and Title**
 - **City and State**
 - **Phone**
 - **Years Serviced**
 - **Description of Services**
 - **Annual Volume**

Tab 7 – Pricing





- ◆ **Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.**

Price lists must contain the following: Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers). Description Vendor's List Price Percent Discount to NCPA participating entities

Not To Exceed Pricing NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity. The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation. NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Please see separate excel pricing form submitted separately per submission instructions.

RFP RESPONSE FOR NATIONAL COOPERATIVE PURCHASING ALLIANCE

Tab 8 – Value Added Products and Services





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

LINQ's sole focus is on K-12 School Districts and Charter organizations. Additional products and/or services available within our portfolio includes:

- School Nutrition
- State Child Nutrition
- Forms and Workflow
- e-Grants Management
- Digital Menus

RFP RESPONSE FOR NATIONAL COOPERATIVE PURCHASING ALLIANCE

Tab 9 – Required Documents





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



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 \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(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.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

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

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

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



Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

(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).

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

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

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

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in



compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

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 § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 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. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.



CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Offeror: EMS LINQ, LLC

Address: 2528 Independence Blvd., Ste 200

City, State, Zip: Wilmington, NC, 28412

Authorized Signature: *FA*


Date: 07/01/2022



Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	<u>EMS LINQ, LLC</u>
Print Name	<u>Matt Muller</u>
Address	<u>2528 Independence Blvd., Ste 200</u>
City, State, Zip	<u>Wilmington, NC, 28412</u>
Authorized signature	<u></u>
Date	<u>07/01/2022</u>



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 EMS LINQ, LLC

Address 2528 Independence Blvd., Ste 200

City/State/Zip Wilmington NC 28412

Telephone No. 910-799-0121

Fax No. 910-799-5927

Email address proposals@linq.com

Printed name Matt Muller

Position with company Chief Revenue Officer

Authorized signature 



Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) **Maintain** all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) 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 the FTA Administrator, the U.S. DOT Office of the Inspector General, 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 non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain 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. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

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 applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 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 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 that are flowed to Contractor from Awarding Participating Agency.
 - 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 that are flowed to Contractor from Awarding Participating Agency.

- 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, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, 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 and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, 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 knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly 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, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

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

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

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



State Notice Addendum

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

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

http://www.usa.gov/Agencies/State_and_Territories.shtml

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