



payit
government simplified

Transforming Digital Services with Paylt
Region 14 Education Service Center
for Cloud Collaboration and Storage Services
via National Cooperative Purchasing Alliance

RFP# 15-21
22 July 2021, 2:00 PM CST



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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
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

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

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

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

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

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

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$35 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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

Evaluation Criteria

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

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

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

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 | PayIt, LLC |
| Address | 1100 Main St. Suite 700 |
| City/State/Zip | Kansas City, MO 64105 |
| Telephone No. | (913) 314-3825 |
| Fax No. | (253) 669-9380 |
| Email address | mike@payitgov.com |
| Printed name | Michael S. Plunkett |
| Position with company | Co-Founder & COO/CFO |
| Authorized signature |  |

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 16, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Paylt, LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 16, 2021, referenced as Contract Number 14-01, 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 Cloud-Based, SaaS Solution for Government Transaction Processing;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

| Entity Name | Zip Code | State | PO or Job # | Sale Amount |
|--------------------|-----------------|--------------|--------------------|--------------------|
| | | | | |
| | | | | |
| | | | | |

Total

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

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

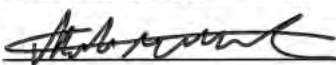
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

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

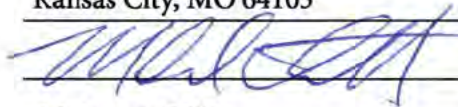
◆ General Provisions

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: August 16, 2021

Vendor:

PayIt, LLC
Name: Michael S. Plunkett
Title: Co-Founder & COO/CFO
Address: 1100 Main St. Suite 700
Kansas City, MO 64105
Signature: 
Date: 16 August 2021

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

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

◆ **Residency**

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

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

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

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

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 - Contact Person: Michael S. Plunkett
 - Title: Co-Founder & COO/CFO
 - Company: PayIt, LLC
 - Address: 1100 Main St. Suite 700
 - City: Kansas City State: Missouri Zip: 64105
 - Phone: (913) 314-3825 Email: mike@payitgov.com

- Purchase Orders

Contact Person: Katie Beth DeSchepper

Title: Director, Sales Operations

Company: PayIt, LLC

Address: 1100 Main St. Suite 700

City: Kansas City

State: Missouri

Zip: 64105

Phone:

Email: katiebeth@payitgov.com

- Sales and Marketing

Contact Person: Neil Graham

Title: Chief Revenue Officer

Company: PayIt, LLC

Address: 1100 Main St. Suite 700

City: Kansas City

State: Missouri

Zip: 64105

Phone: (206) 890-2071

Email: ngraham@payitgov.com

- ◆ Pricing Information

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

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

- Yes No

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

- Yes No

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

- Yes No

Tab 4 – Vendor Profile

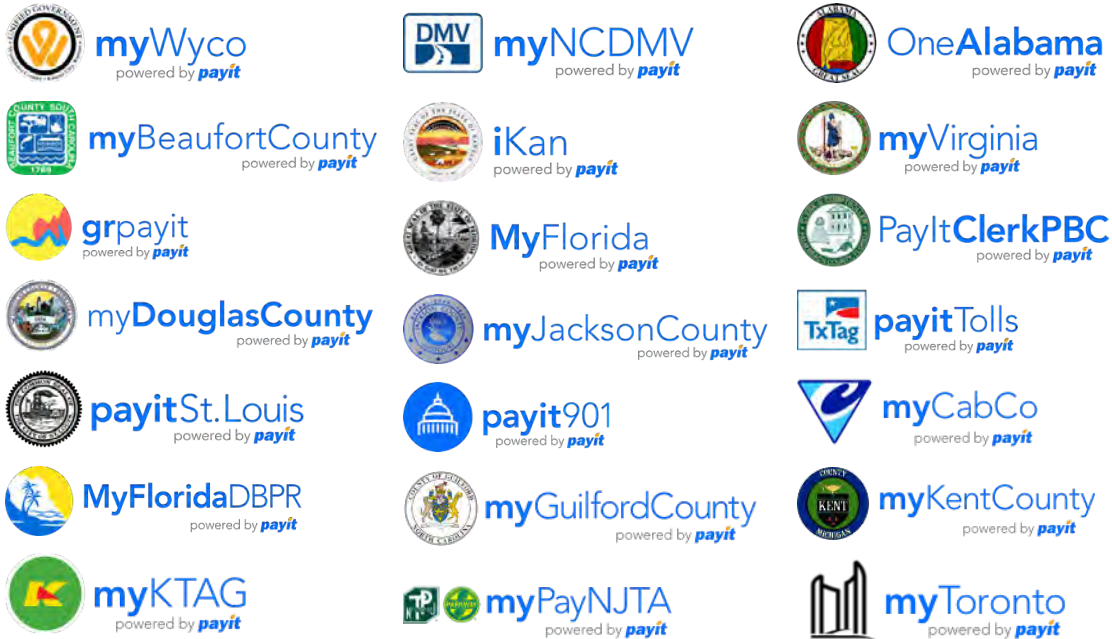
Company's official registered name.

Paylt, LLC

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

Multiple visits to the DMV prompted our founder, John Thomson, to establish Paylt in 2013 with a simple mission: to simplify government interactions for constituents and government partners alike. We deliver on this mission by continuously improving our industry-leading, cloud-based government interaction platform... a platform which is specifically architected to deliver a more modern, personalized experience for agencies with configurable, flexible solutions that place the citizen at the center of every transaction.

Since our foundation, we have grown from a few municipal clients processing a few thousand transactions a month to an enterprise-scale organization which has processed over \$1 billion in revenue for State and local agencies over the years. Our sole focus is on serving government states, cities, counties, and municipalities in North America. Our notable solutions include the following:



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

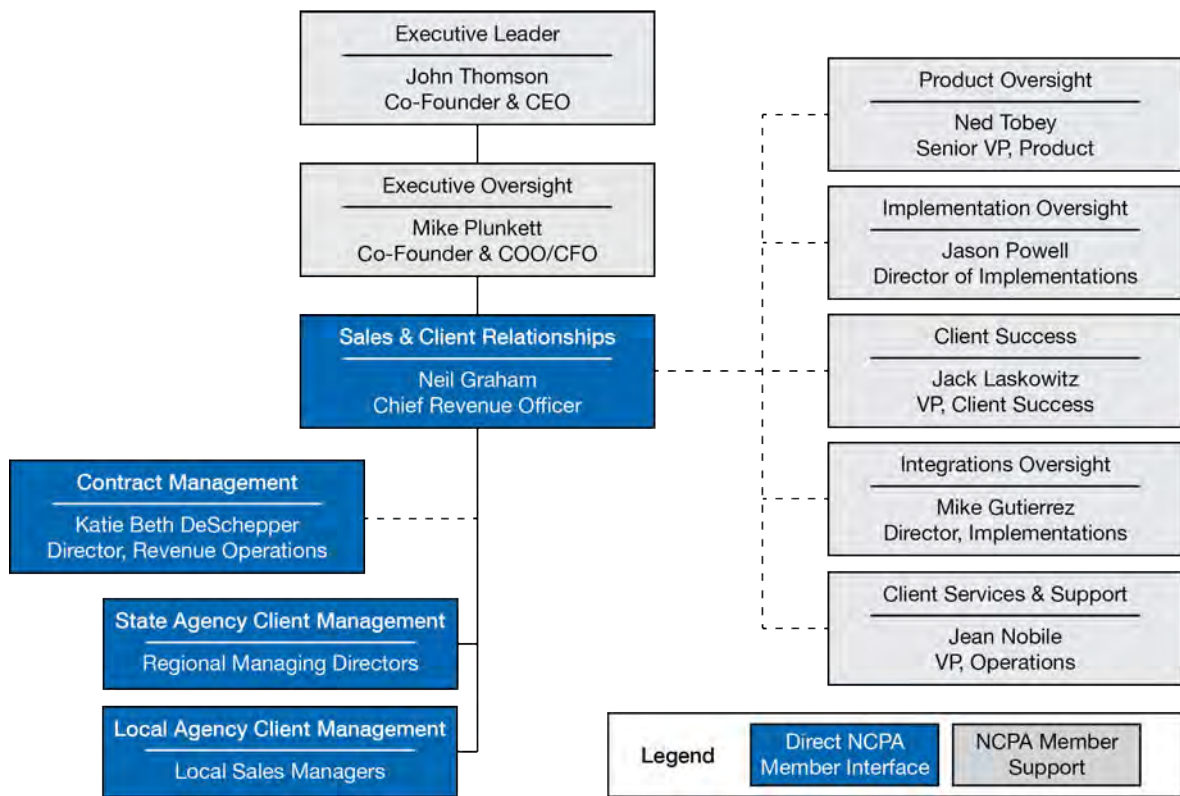
07-926-7880

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

NCPA members in State agencies will interface directly with the Regional Managing Director assigned to their region. Local members will interface directly with the Local Sales Manager assigned to their region. These Paylt team members are supported by Katie Beth DeSchepper, Director of Revenue Operations who provides operational and contract support, and Neil Graham who provides sales, relationship, and overall client support from an agency's request for a demonstration through value and goal alignment, contracting, implementation, and ongoing business success.

Executive oversight and leadership are provided by Mike Plunkett, our Co-Founder & COO/CFO and John Thomson, Co-Founder & CEO.

NCPA members will be supported by leaders across the global Paylt organization in product, implementation, client success, integrations, and post-implementation support.



As demonstrated in this chart, NCPA members are well supported throughout the life of their relationship with Paylt by leaders in the organization with an average of 25 years of experience supporting technology and business success in the public sector.

Corporate office location.

Paylt is centrally headquartered in Kansas City, Missouri.

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

Our Kansas City, Missouri corporate office serves as the primary sales and service location for all clients.

List the names of key contacts at each with title, address, phone, and email address.

The primary contact for any state or local agency to request further information is:



Neil Graham
Chief Revenue Officer
(206) 890-2071
ngraham@payitgov.com

Define your standard terms of payment.

Government agencies at all levels face challenges with budgetary constraints. Therefore, our flexible funding model supports deployment at no cost to agencies if they so choose. We achieve this with a transaction-based model that includes all support and configuration throughout the implementation process, as well as ongoing support for both clients and constituents; platform maintenance, upgrades, and updates; marketing, outreach, and citizen engagement support; and continuous business success including platform improvement recommendations and quarterly business reviews with a PayIt Client Success Manager.

The flexible funding model also includes a monthly subscription fee option (also inclusive of all implementation and post-implementation services), which is determined based on population served, with adjustments made for the complexity of the solution and anticipated volume.

The transaction-based model assesses a nominal transaction and convenience fee. Fees are paid at the point of purchase (passed to the constituent) or assessed per transaction (paid by the agency).

Typical payment terms for any fees invoiced fees invoiced to the client would be net 30 and invoiced monthly.

Who is your competition in the marketplace?

Government entities who wish to deliver a modern, cloud-based experience that puts the constituent at the center have limited options in the digital government space. Digital Government providers currently in the market offer COTS solutions which require lengthy customizations or custom web and mobile application developers.

As well, many government IT departments attempt to build the citizen facing user experience and integrate it with a payment platform, of which causes complexity, risk and cost that PayIt can nominalize and provide all in one. Further, government is starting to understand that the most critical component of a digital strategy is to put the citizen at the center of all interactions and provide a simple, easy user experience that drives adoption, so payments can happen in a less costly way with fewer errors and delinquencies. PayIt can be a great partner who can support and innovate faster and better in this area, so many governments are looking to outsource this to a SaaS provider and focus on other IT core competencies like scalable open integration architectures, security, and more.

Our unique, cloud-based engagement platform offers a unique, innovative solution that is proven to transform the customer experience on behalf of future-focused agencies driven to offer friendly, frictionless interaction and transaction solutions to their constituents.

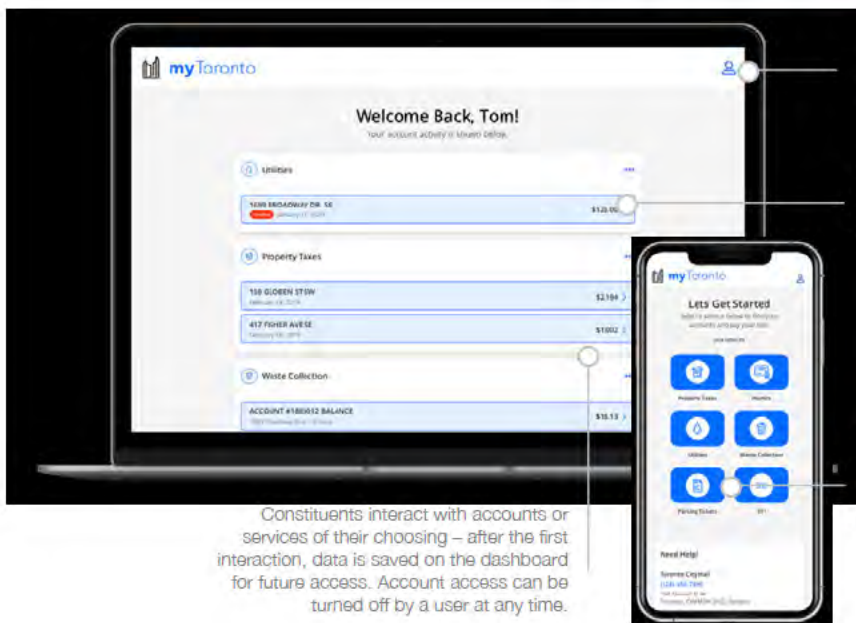
PayIt stands apart from other digital government solution providers with our no-code platform which focus on configurable workflows. Our solution seamlessly incorporates agency business rules and procedures into a simple, step-by-step user experience that delivers many benefits including:

- Reduced government office walk-in traffic
- Improved digital adoption rates
- Faster time to revenue
- Reduced delinquency rates and improved on-time payments
- Rapid adjustments to conversations based on legislative changes

We achieve this with our no-code approach to implementing solutions - a method that enables solution deployment in as few as 12 weeks, with no need for lengthy custom application development. We optimize every PayIt solution for desktop and mobile web interactions and offer a mobile application that delivers the same experience as desktop web solutions. We are the leader in the digital government marketplace because of our configuration-focused approach, open integration standards, and truly centralized citizen dashboard experience.

User Dashboard

Simple. Configurable. Centralized.



The User Profile provides access to the Digital Wallet (saved payment methods), notification settings (push notifications and email reminders), and historical transaction data such as receipts.

Constituents access a range of services from a central dashboard. Amount due, asset, and account status are prominently displayed. Clicking on an account brings up the conversation.

A native mobile application (available for Android and iOS users) offers a convenient way for constituents to access services on-the-go and ensures demographic reach to constituents without broadband access at home.

Constituents interact with accounts or services of their choosing – after the first interaction, data is saved on the dashboard for future access. Account access can be turned off by a user at any time.

What differentiates your company from competitors?



Fastest Deployment

Due to our cloud SaaS model, our robust payment platform is live, secure and ready to be configured within 24 hours of signing a contract. A point and click configuration methodology, along with a modern, open web services-based API for integration, allows our agile-based, zero up-front cost deployment team the ability to setup PayIt around your citizen and agency needs in weeks, not months.... providing rapid solution deployment including future upgrades, updates and unlimited scale for performance and volume without downtime.



Easiest to Use and Manage

PayIt's world class conversational user experience ranks top in citizen and agency feedback for ease of use and has been awarded multiple innovation awards and accolades for its consumer grade user experience over the years. Further, initial deployment and ongoing change management is easy to learn and can be administered either by Pay It or by the agency in a non-technical user admin console. This makes change immediate and easy – no longer are IT queues for business change requests!



Lowest Total Cost of Ownership

PayIt's cloud computing technical and business model allow for lower resource project execution and ongoing change management. It also requires no hardware, software, or networking equipment, as well as no costs or burden with government data security and PCI compliance. Finally, all innovations to the platform functionality are upgraded for free and backwards compatible due to our secure AWS gov cloud multitenant model; therefore, all configurations, reports, integrations, workflows, etc. never break as we innovate to provide you more.

Describe how your company will market this contract if awarded.

We have coordinated our efforts with NCPA to market PayIt as part of your suite of solutions, and we intend to continue to leverage available NCPA marketing resources throughout the contract period to drive awareness.

Additionally, PayIt will continue to include NCPA in its outreach activities to agencies who have authorized NCPA as a contracting vehicle.

Describe how you intend to introduce NCPA to your company.

NCPA has been a part of Paylt's wheelhouse of government contracting solutions since 2016, and we are excited for the opportunity to continue our partnership. We offer continuous, ongoing training to our client-facing team members of which NCPA contracting enablement is a critical aspect. We will continue to leverage training offered by NCPA for our Paylt team members to ensure alignment and continued adoption of NCPA contracting methodologies in State, County, and City opportunities.

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

Due to the configurable SaaS nature of Paylt solutions, we do not offer a commoditized method for agencies to purchase Paylt software. We configure every solution to meet the unique needs of an individual government agency, therefore the process to start a purchase relies on reaching out to one of our qualified sales team members.

Our website highlights our capstone solutions and outlines impactful use cases, in addition to offering case studies and fact sheets for agencies to download. The best way for potential clients to request a demonstration or outreach by a sales representative is through the "talk to an expert" link at the top of our website - www.payitgov.com.

Prospective clients may also reach out directly to Neil Graham, our Chief Revenue Officer, for further information or to request a demonstration:

(206) 890-2071
ngraham@payitgov.com

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

Customer service encompasses both end-user (constituent) and customer (government agency) staff support. We base both constituent and client support in Kansas City, Missouri.

The Paylt Customer Care team supports all Tier 1 and Tier 2 requests originating from a constituent user. Tier 1 support includes all email and phone communication with constituent customers. Tier 2 requests originate from a constituent but require input from the agency or Paylt engineering to resolve.

We train every Paylt Customer Care team member on the functional use and governing business rules inherent in every in-market Paylt solution. This ensures that any constituent requesting support via email or phone receives a prompt response from our front-line support team. Support team members have access to technical, financial, and other transaction-related subject matter experts as required, in addition to a substantial content library from which to draw responses to constituent support requests. Requests for which an immediate resolution is unavailable, or support which requires agency input, escalate to Tier 2 and are mitigated accordingly.

The Paylt Client Services team supports all Tier 3 requests which originate from client staff. The dedicated Client Services team delivers all post-implementation support to government clients, including platform troubleshooting, reporting/data support, and integration stability monitoring. The Client Services team works together with the agency's assigned Client Success Manager and company-wide resources in engineering, product, operations, implementation, and integrations.

Constituent support is available via phone and chat during regular business hours (8 AM - 5 PM CT) and 24/7 via email and FAQ.

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 company's environmental policy and/or green initiatives.

Our Environmental Policy is as follows:

Paylt, LLC ("Paylt") is committed to meeting the needs of our government partners and customers, including helping our customers use this information technology to meet environmental challenges.

By considering our business needs, customer requirements and the desire to minimize adverse impact on the environment, we maintain our facilities, run our business operations, and develop products responsibly. Paylt's primary environmental impact includes:

- Energy consumption
- Vendor and supply chain management
- Business travel
- Consumption of natural resources

Our employees, customers, contractors, and suppliers cooperate to commit to environmental management through:

- Take part in efforts to improve environmental protection, knowledge sharing, methods, and working practices.
- Monitor and continuously improve performance to support environmental protection, including pollution prevention.
- Manage the consumption of energy, water, paper, and other commodities used by Paylt in day-to-day operations.
- Identify opportunities to divert, minimize, reuse, and recycle our waste stream.
- Incorporate environmental considerations into procurement processes.
- Consider environmental issues when leasing or purchasing property.
- Promote staff adoption of alternative and sustainable commuter transport options.
- Limit business travel to the highest impact activities; promote virtual alternatives whenever practicable.
- Inform internal and external stakeholders about ongoing environmental, health, and safety performance.
- Comply with applicable environmental laws and regulations.
- Educate employees on steps the company takes to protect the environment and provide channels for employees to contribute to our efforts.
- Encourage employees to report noncompliance with applicable environmental laws and regulation and conduct appropriate follow-up.

Vendor Certifications

Paylt is a certified PCI Level 1 Merchant Service payment provider and undergoes annual audits and regular penetration testing in support of ongoing security compliance.

Additionally, Paylt is SOC 2 Type 2 certified.

The AWS GovCloud infrastructure has been designed and is managed in alignment with regulations, standards, and best practices, including:

- Federal Risk and Authorization Management Program (FedRAMP)

- Service Organization Controls (SOC) 1/American Institute of Certified Public Accountants (AICPA): AT 801 (formerly Statement on Standards for Attestation Engagements [SSAE] No. 16)/International Standard on Assurance Engagements (ISAE) 3402 (formerly Statement on Auditing Standards [SAS] No. 70)
- SOC 2
- SOC 3
- Payment Card Industry Data Security Standard (PCI DSS)
- International Organization for Standardization (ISO) 27001
- ISO 27017
- ISO 27018
- ISO 9001
- Department of Defense (DoD) Security Requirements Guide (SRG) Impact Levels 2 and 4
- Federal Information Security Management Act (FISMA)
- US Health Insurance Portability and Accountability Act (HIPAA)
- FBI Criminal Justice Information Services (CJIS)
- National Institute of Standards and Technology (NIST) 800-171
- International Traffic in Arms Regulations (ITAR)
- Federal Information Processing Standard (FIPS) 140-2
- Family Educational Rights and Privacy Act (FERPA)

Tab 5 – Products and Services

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.

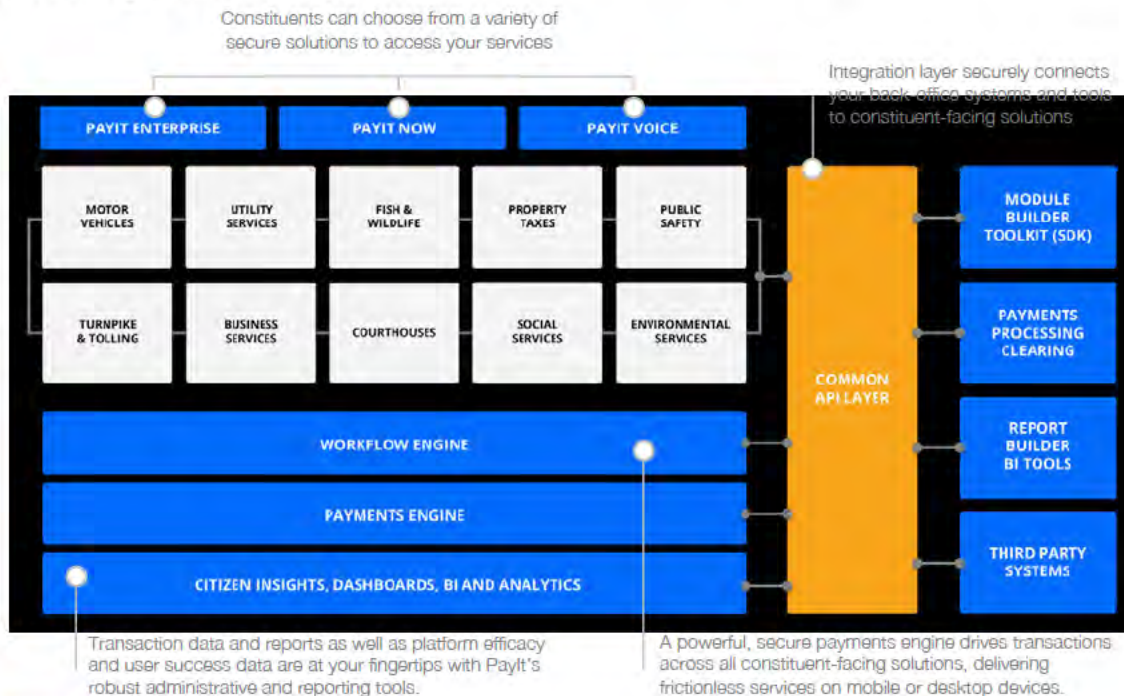
The following is a list of suggested (but not limited to) Cloud-based, SaaS solutions for Government Transaction Processing categories. List all categories along with manufacturer that you are responding with:

- ✓ **Motor Vehicle Services**
- ✓ **Turnpike & Transportation**
- ✓ **Utility Services**
- ✓ **Parks & Wildlife**
- ✓ **Permits & Licenses**
- ✓ **Environmental Services**
- ✓ **Citations**
- ✓ **Taxes & Fees**
- ✓ **User Profile & Personalized Services**

All the above services are developed and maintained by PayIt.

Digital Services with the PayIt Platform

Contactless, digital solutions are the future of safe, reliable revenue collection and the PayIt Platform is suited to meet the needs of government agencies now and in the future. Our mission is to deliver contactless, digital services in a user-friendly experience; and our patent-pending solution – known as the PayIt Platform – is uniquely suited to revolutionize how constituents interact with government agencies by providing frictionless digital service delivery.



The PayIt Platform consists of multiple layers of interconnected architecture that, collectively, empowers government agencies to continuously deliver innovative digital services to their constituents. Transforming how government delivers digital services requires a paradigm shift away from custom-coded solutions to standardized platforms which are configured out-of-the-box to meet or exceed unique constituent needs. Choosing PayIt to configure, deliver, and manage your digital solutions offers the following benefits:

- Flexible workflows empower simple conversational adjustments following changes in business rules or legislation.
- Stable, standard platform deployment on the highly secure AWS GovCloud.
- Fully hosted, managed, and maintained by PayIt.
- Secure interfaces or integrations with all back-office systems; integrations for new back-office systems provided at no additional cost.
- Award-winning user interface delivers high rate of user transaction success without additional support.
- No setup or licensing fees – all costs included in base transaction fees.
- Proven operational cost savings.

Distinguishing Constituent User Features

The foundation of PayIt services stem from the Digital Wallet, which securely stores a constituent’s history with an agency, including citations, receipts, and payment information.

The PayIt platform offers features that users expect from modern mobile and web apps, and opportunities for our government partners to connect with their customers and generate significant costs savings, including:

- Notice and Alert Management
- Store Outstanding Citations, Receipts & Documents on Mobile Device or in Web App
- Agency Can Communicate with Customers, Including Sending Notifications, Bills, and Notices to Mobile Devices
- Secure Payment Processing, Reconciliation, and Routing

PayIt delivers both web and mobile apps that provide a modern, personalized user experience to complete transactions, make payments, store documents, and stay connected with their custom user profile. For example, this would enable a user to complete a process, such as paying a ticket, in the web app. Then, through their profile in the system, the user could access their receipt in the mobile app on their smartphone or tablet device.

Digital Wallet



1. The foundation of digital service delivery is the ability for constituents to manage their addresses, login information, and payment methods and access receipts and other important documents from a single location. We call this the "Digital Wallet."

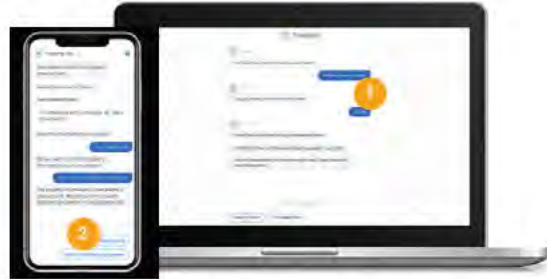
2. Payment methods are securely stored in the Wallet and used for accessing online transactions.

The Conversational Interaction

Proven to be 98% successful on the first attempt

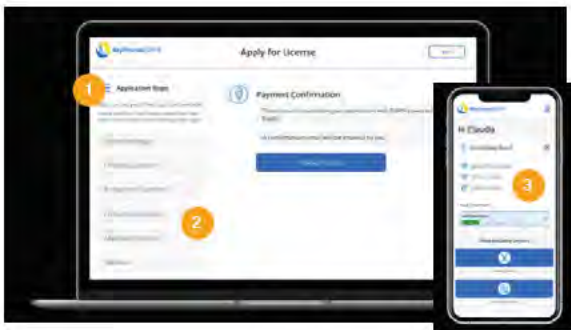
Digital Teller

1. A powerful Workflow Engine incorporates business rules, delivering an intuitive experience based on existing agency processes, ensuring relevant information is captured and routed back to systems of record.
2. Pre-loaded responses prompts constituents to progress through the interaction quickly and easily – on both desktop web and native mobile application experiences.



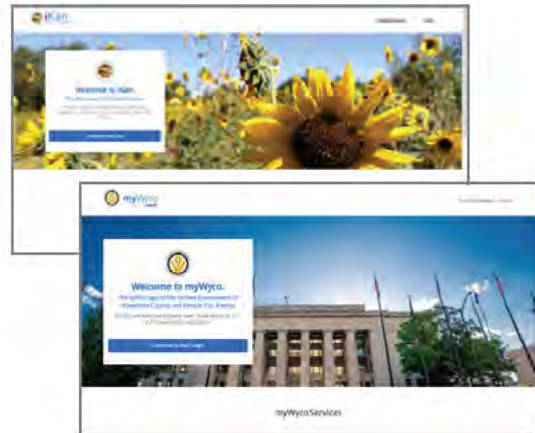
Professional & Business Licensing Wizard

1. Applications are a breeze with the step-by-step “wizard” process that walks an applicant through a professional or business license application.
2. Steps are business-rules based, designed to capture relevant documents from a scanner or mobile phone camera, and can be re-configured at any time to accommodate for changes in statute or legislative rules.
3. As with all Paylt Premium Platform solutions, a native mobile application provides the same experience as on the web.



Modern Interfaces Drive Customer Confidence

The Paylt platform is engineered on top of a scalable, performant AWS GovCloud platform that drives payment processing and user interactions alike. This architecture drives an intuitive, modern digital user experience that provides a consistent look and feel for citizens to interact with multiple services from government agencies.



Above: Users can be confident they are interacting with an authorized State or Agency site due to substantially similar interfaces, which are widely configurable to reflect agency imagery.

Further, Paylt solutions are designed to integrate with government agencies' existing digital properties to support agency-compliant workflows that still deliver a delightful experience for a citizen interacting with a government service.

Our powerful payment engine drives configurable payment features such as payment plans, alerts, and payment reminders that drive improved revenue capture and payment compliance. Further, advanced search capabilities with Paylt make finding and interacting with services simple and frictionless.

Fully-Stacked Payment Solutions Citizens Expect

The Paylt Platform is purpose-built for government, offering the payment features government agencies demand, coupled with a friendly user interface that constituents expect. Our platform allows us to offer configurable transaction services that are easily implemented according to business requirements, and workflows easily accommodate the addition of new services – from rapid solution deployment to hands-on customer support, Paylt offers the best value on the market for the cost. All payments are processed securely through WorldPay, a global leader in payment processing. Standard payment features include the following:

- ✓ 24/7 payment processing with minimal downtime for updates
- ✓ PCI Level 1 Merchant Compliance
- ✓ Facilitated by a global processor
- ✓ Configurable payment rules and schedules based on agency business rules
- ✓ Accepts ACH/eCheck and all major credit cards (Visa, MC, AmEx, Discover)
- ✓ Transaction verification & tokenization
- ✓ Configurable payment workflows
- ✓ Toggling of payment type acceptance at the platform and individual account level

Constituents are increasingly interacting with government agencies on their mobile and desktop web devices. As a leading provider of transaction and digital government services, Paylt is uniquely positioned in the market to not only offer the payment features citizens demand, but deliver these services in a friendly, frictionless manner that makes paying for government services delightful.

Ensuring Transaction Confidence with Robust Security Measures

Maintaining the security of your constituents' data is of the utmost importance; therefore, we take security very seriously at Paylt. Our security features go above and beyond:

- ✓ PCI-DSS Level 1 Merchant compliance is handled by Paylt
- ✓ Continuous platform monitoring identifies and mitigates security risks automatically
- ✓ Integrates with SSO providers for maximum identity security
- ✓ Payment data is tokenized and encrypted both in-flight and at rest
- ✓ Dedicated Paylt security team monitors platform security and performance
- ✓ AWS GovCloud is specifically architected to meet stringent gov't security standards

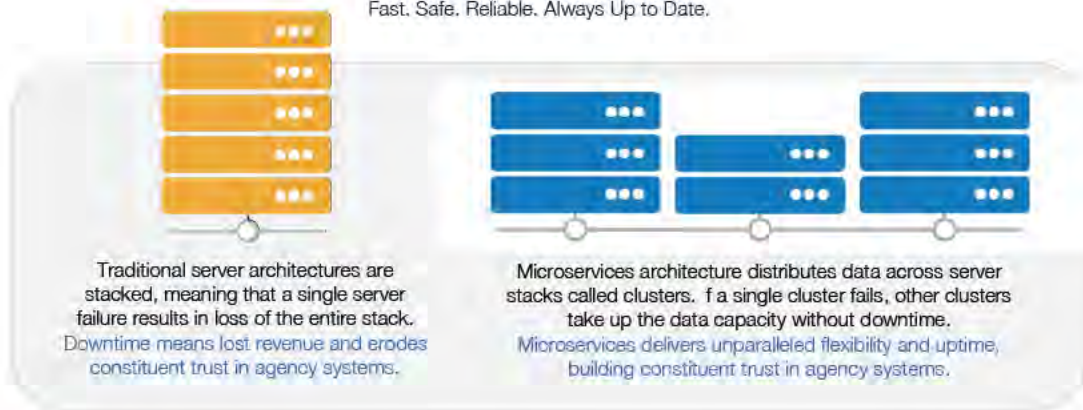
Paylt handles all aspects of security management – from continuous platform monitoring to risk mitigation through security patches, upgrades and updates. The constituent-facing application is built on a powerful payments engine that delivers instant transaction approval and Level 1 PCI compliance. Administrative tools deliver robust reporting, business intelligence, and analytics to agency staff that integrate with any existing third-party systems. A significant aspect of Paylt's ability to provide industry-leading uptimes is founded in our microservices architecture, which allows for redundancy, load balancing, and rapid iteration deployment.

State of the Art Platform Architecture

The Paylt Platform is architected to provide stability, security, and scalability to our government clients and their constituents. The Paylt Platform is hosted in the Amazon Web Services (AWS) GovCloud, which is specifically designed to provide the security and reliability that government demands. The constituent-facing application is built on a powerful payments engine that delivers instant transaction approval and Level 1 PCI compliance. Administrative tools deliver robust reporting, business intelligence, and analytics to agency staff that integrate with any existing third-party systems. A significant aspect of Paylt's ability to provide industry-leading uptimes is founded in our microservices architecture, which allows for redundancy, load balancing, and rapid iteration deployment.

Why Microservices?

Fast. Safe. Reliable. Always Up to Date.



Stay Safe with Redundancy

AWS instances are spread across multiple "availability zones" in the GovCloud. Availability zones are unique physical locations spread across multiple GovCloud data center regions, with each "zone" consisting of multiple secure data centers. Availability zones support the GovCloud, on which your application data is persisted. By distributing the database instance across multiple zones, any minor service degradation at one zone is automatically picked up by the others in a process automated by Paylt's architecture and underscored by AWS redundancy and failover processes.

Get Fast with Automatic Load Balancing

At the outset of the project, the Technical Lead assesses the current transaction load and set the load capacity - called clusters - to meet the current load at a minimum. As transaction volumes scale up or down based on seasonal volumes as well as user adoption rates, the government agency's instance on the AWS GovCloud automatically balances the load, scaling clusters as necessary to meet peaks and valleys in volume.

Remain Up to Date with Rapid Instance Development

An inherent capability of Paylt's architecture is the capability to rapidly deploy instances for a variety of purposes; for example, during a deployment of a standard system upgrade the new instance would be rolled out to the AWS GovCloud as the old instance is removed and all resources would be adopted to the new instance without any system downtime. This architecture provides the ability for Paylt to push upgrades and updates to the platform as they are developed with no noticeable impact to users - eliminating the need to compile upgrades and updates for a single downtime push.

Tab 8 – Value Added Products and Services

Our enterprise platform solutions include all of the necessary support agencies require to be successful for years to come, including:

- Citizen engagement and marketing
- Comprehensive post-implementation support
- Platform analytics, reporting, and administrative tools
- Global platform upgrades, updates, and security patches
- Continuous platform monitoring and incident response management

All of these services are included at no additional cost to agencies and are designed to drive continuous revenue capture growth through engagement, business success, enhancements, and uptime.

User Adoption & Marketing Services

- Solution pre- and post-launch marketing
- Alignment with internal agency communications teams
- Social media marketing, search engine optimization & marketing (SEO & SEM), email marketing, and press releases
- Print media and graphics supports for mail inserts, table tents, banners, and other print collateral
- Marketing channel analysis, analysis, and campaign optimization

Client Success Management

- Dedicated, single point of contact support and critical support SLAs
- Ongoing business reviews, innovation planning, expansion opportunities, and performance reviews
- Insight and analytics support that drives continuous solution efficacy
- Tier 1 client support
- Executive oversight

End-User Support

- Phone, email, and help desk support for cashiers, agency staff, and citizens alike
- Divert support resources from agency staff to PayIt Customer Care team

Reporting and Analytics

- Role-based, on-demand access to 24/7 reports and real-time transaction data
- Configurable reports can be ingested into agency financial systems, delivered via SFTP, sent via email, and accessed in the reporting dashboard at any time
- Summary analysis and KPI dashboards show changes over time (MoM, YoY, etc.)

Upgrades and Updates

- Bug fixes and security patches are deployed seamlessly and automatically with no downtime
- Payment security enhancements are continuously monitored, developed, and pushed to existing client instances



Above: Cabarrus County North Carolina, a Property Tax client, has seen significant improvement in its online revenue capture over its previous provider in only a few months on the PayIt Platform – a demonstration of PayIt's ability to both reduce costs and drive improved revenue capture with value added services.

- Minor conversational adjustments and enhancements to user experience are deployed in concert with agency stakeholders

Continuous Platform Monitoring

- Automatic, 24/7 monitoring is programmed into the platform that alerts engineering staff if an issue is detected
- Pre-incident detection ensures engineering staff can identify, isolate, and mitigate a downtime instance before it occurs
- Comprehensive security measures prevent breaches
- Continuous security scans identify and isolate threats before they occur
- A dedicated Paylt security team thoroughly investigates and identifies the root cause of suspected threats

At Paylt, the success of an agency's business is our primary goal, and our value-added solutions are delivered at no additional cost to ensure that every government client achieves significant ROI.

Tab 9 – Required Documents


The following required documents are included in this section:

- Clean Air and Water Act/Debarment Notice (signed)
- Contractor Requirements (signed)
- Antitrust Certification Statements (signed)
- Required Clauses for Federal Funds Certifications (no exceptions)
- Required Clauses for Federal Assistance by FTA (no exceptions)
- State Notice Addendum (no exceptions)

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>PayIt, LLC</u> |
| Print Name | <u>Michael S. Plunkett, Co-Founder & COO/CFO</u> |
| Address | <u>1100 Main St. Suite 700</u> |
| City, State, Zip | <u>Kansas City, MO 64105</u> |
| Authorized signature | <u></u> |
| Date | <u>7.15.21</u> |

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

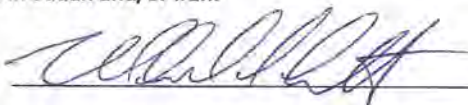
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

Business Operations in Sudan, Iran

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

Authorized signature



Date

7-15-21

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 | PayIt, LLC |
| Address | 1100 Main St. Suite 700 |
| City/State/Zip | Kansas City, MO 64105 |
| Telephone No. | (913) 314-3825 |
| Fax No. | (253) 669-9380 |
| Email address | mike@payitgov.com |
| Printed name | Michael S. Plunkett |
| Position with company | Co-Founder & COO/CFO |
| Authorized signature |  |

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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