

A photograph of four business professionals (three men and one woman) in business attire standing on the stone steps of a large, classical-style building with columns and arched windows. They appear to be in conversation.

**ONE EASY-TO-USE PLATFORM,
TAILORED TO YOU.**

No coding. No scripting. No hassles.

Software and SaaS Solutions
RFP#39-20

Tab 1 – Master Agreement / Signature Form



Tab 1 – Master Agreement

General Terms and Conditions

◆ Customer Support

- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within request in accordance with Vendor's service level agreement (available at www.teamdynamix.com/SLA).

◆ 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, provided, however, (i) funds sufficient to pay the license fees by the client are not appropriated by state or local government legislative bodies for the client's use for causes outside of the client's control and (ii) the client has made all reasonable efforts to request and justify the appropriation of sufficient funds. 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 Vendor's gross negligence or willful misconduct. This indemnity is in addition to any indemnities set out in direct agreements with clients.
- To the extent permitted by law, the total, cumulative liability of each Party arising out of or related to this Agreement or the services provided hereunder, whether based upon contract, in tort or any other legal or equitable theory, including those related to privacy law, shall be limited to the amounts paid by Region 14 ESC for the service giving rise to the claim during the twelve (12) month period preceding the first event giving rise to the liability. The existence of more than one claim shall not enlarge this limit. The foregoing limitation of liability shall not apply to: (i) bodily injury or death; (ii) Vendor's indemnification obligations; and (iii) a client's or Region 14 ESC's obligation to pay amounts owed for services provided hereunder.
- In no event shall either party be liable for and special, incidental or consequential damages, even if such party has been advised of the possibility thereof including but not limited to loss of data or information of any kind, lost profits, lost business revenue, cost of replacement services, or failure to realize expected savings and regardless of whether any claim for such recovery is based upon theories of contract, negligence or tort (including strict theories of contract, negligence or tort (including strict liability)). Each party hereby waives, for itself and its successors and assigns, any and all claims for special, incidental or consequential damages.

◆ 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.
 - Vendor's performance shall comply with all applicable laws, rules, and regulations, except where Vendor has identified in its VPAT that not all aspects of its licensed product comply with WCAG 2.0 AA and thus may not fully comply with the ADA.

- ◆ 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. Supplemental agreements will remain in place even after cancellation of this Contract and 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. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. Except as provided in the first paragraph to this Section, 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. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions

- Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 - \$15 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.

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

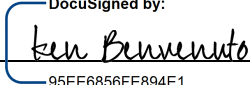
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ 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	TeamDynamix
Address	1600 Dublin RD #200
City/State/Zip	Columbus/OH/43215
Telephone No.	877-752-6196
Fax No.	N/A
Email address	ken.benvenuto@teamdynamix.com
Printed name	Ken Benvenuto
Position with company	CEO
Authorized signature	 95EE6856FE894E1...

A photograph of four business professionals (three men and one woman) in business attire standing on the stone steps of a large, classical-style building with columns and arched windows. The scene is brightly lit, suggesting daytime.

**ONE EASY-TO-USE PLATFORM,
TAILORED TO YOU.**

No coding. No scripting. No hassles.

Software and SaaS Solutions
RFP#39-20

Tab 2 – NCPA Administrative Agreement



Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and TeamDynamix Solutions LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 01-121, 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 Software and SaaS Solutions;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

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

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

◆ **General Provisions**

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

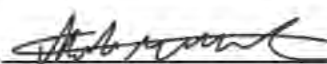
National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 77270

Signature: 

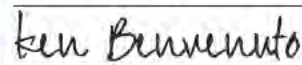
Date: December 8, 2020

Vendor: TeamDynamix

Name: Ken Benvenuto

Title: CEO

Address: 1600 Dublin Rd #200 Columbus, OH 432

Signature: 

Date: November 17, 2020

DocuSigned by:

95EE6856FE894E1...

A photograph of four business professionals (three men and one woman) in business attire standing on the stone steps of a large, classical-style building with columns and arched windows. The scene is brightly lit, suggesting daytime.

**ONE EASY-TO-USE PLATFORM,
TAILORED TO YOU.**

No coding. No scripting. No hassles.

Software and SaaS Solutions
RFP#39-20

Tab 3 – Vendor Questionnaire



Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

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

- **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

- **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Columbus, State of Ohio

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

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

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

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

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

◆ **Distribution Channel**

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

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Jessica Newsome

Title: Controller

Company: TeamDynamix Solutions LLC

Address: 1600 N. Dublin Road, Suite #200

City: Columbus State: Ohio Zip: 43215

Phone: 877-752-6196 Email: accounting@teamdynamix.com

▪ Purchase Orders

Contact Person: Jessica Newsome
Title: Controller
Company: TeamDynamix Solutions LLC
Address: 1600 N. Dublin Road, Suite #200
City: Columbus State: Ohio Zip: 43215
Phone: 877-752-6196 Email: accounting@teamdynamix.com

▪ Sales and Marketing

Contact Person: David Geiger
Title: VP, Sales
Company: TeamDynamix Solutions LLC
Address: 1600 N. Dublin Road, Suite #200
City: Columbus State: Ohio Zip: 43215
Phone: 877-752-6196 Email: david.geiger@teamdynamix.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

A photograph of four business professionals (three men and one woman) in business attire standing on the stone steps of a large, classical-style building with columns and arched windows. They appear to be in conversation.

**ONE EASY-TO-USE PLATFORM,
TAILORED TO YOU.**

No coding. No scripting. No hassles.

Software and SaaS Solutions
RFP#39-20

Tab 4 – Vendor Profile



Tab 4 – Vendor Profile

Please provide the following information about your company:

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

TeamDynamix Solutions LLC

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

TeamDynamix was established and has been offering the requested services since 2001.

TeamDynamix offers integrated IT Service Management (ITSM) and Project Portfolio Management (PPM) through a cloud-based platform. Higher Education organizations leverage our solution to improve their IT maturity, optimize resources, and to deliver an enhanced end-user experience.

TeamDynamix has established itself as an industry leader by offering easy to use, own, and operate solutions. Our solutions, which require no coding or scripting, were built to ease the public sector and education market's resource constraints. In addition, the platform can be easily expanded for campus-wide use and is often deployed to Facilities, Resident Life, and Marketing.

TeamDynamix has extensive experience with Higher Education, K-12, and state and local government clients. Our client community includes entities such as The University of Wisconsin, California State University, Cornell University, and the City of Sunnyvale. These clients leverage TeamDynamix to optimize resources and deliver a high level of service to their end-users. On average, our customers are serving a community of 12,000 end-users, including students, staff, parents, and teachers. The vast diversity within the user base is reflected in how the product is built. The WCAG 2.0 compliant Client Portal is easily configured for specific end-users, is highly indexable, and can be searched via Google.

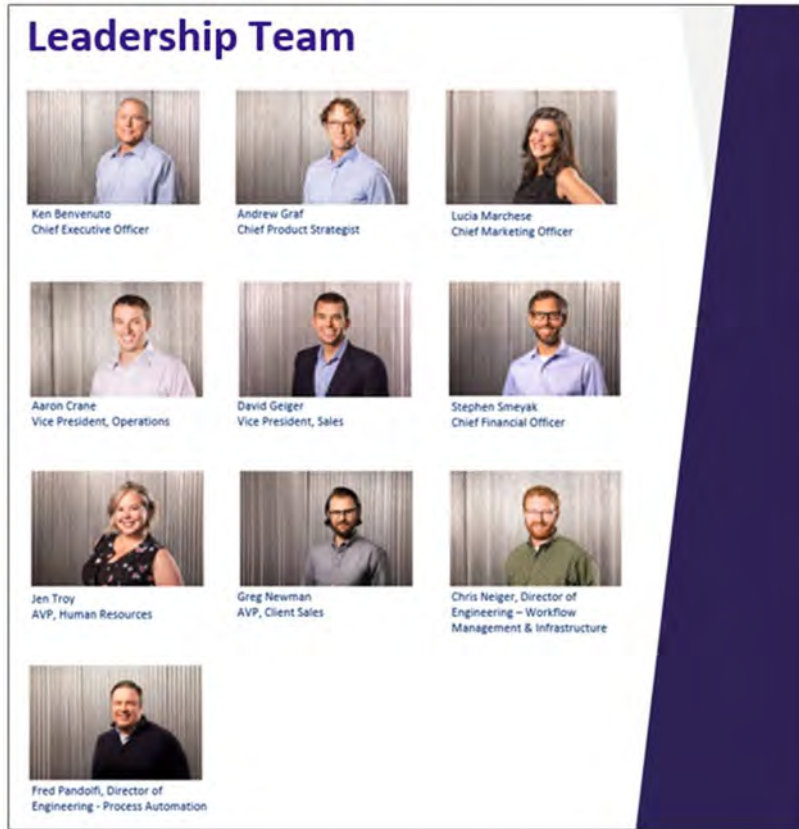
Our solution is well supported by our in-house Professional Services Team, who have conducted hundreds of implementations. The team offers a cohesive delivery with expert product and industry knowledge. As a customer, you will benefit from their vast experience. You will also join a highly interactive user community that includes monthly advisory meetings, focus groups, an online community, and an annual client summit.

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

Our DUNS number is 03-619-8095.

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

As a mature software organization, we have established a departmental structure to ensure all current and future client expectations are exceeded. The TeamDynamix leadership team brings deep software and public-sector technology experience. The leadership team and structure are represented in the diagram below. Detailed information about each leader can be viewed at <https://www.teamdynamix.com/about/leadership/>



Project Team

A key differentiator with our implementation approach is that we do not use partners or outsource any aspect of your implementation to our platform. We provide full life-cycle support from initial scoping and process consulting through configuration, training, and even post-go-live optimization. This allows us to harness best practices from hundreds of implementations, enabling clients to get the desired adoption rates and velocity from Day 1.

When a new client joins TeamDynamix, consultants from our Professional Services team are assigned to the implementation project based on a match to the client's specific requirements.

Your PPM implementation team includes resources that have obtained Project Management Profession (PMP) designations from the Project Management Institute (PMI). Resources will be assigned by Aaron Crane, Vice President of Professional Service, for this project upon vendor selection along with firm timing and scope refinement. At that time, TeamDynamix will review the resource assignments including resource background, experience, and availability. This team will then craft an implementation plan based on input and agreement with the client.

◆ **Corporate office location.**

Our services are provided in-house from our headquarters located at the following:

TeamDynamix Solutions LLC
1600 N. Dublin Road, Suite #200
Columbus, Ohio 43215

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

TeamDynamix manages all sales and services from our Columbus, Ohio headquarters.

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

The following are the key contacts for NCPA:

Name: Jeremy Jones
Title: Sales Account Executive
Address: 1600 N. Dubin Road, Suite #200
Columbus, Ohio 43215
Phone: 812-430-5819
Email: jeremy.jones@teamdynamix.com

Name: David Geiger
Title: VP, Sales
Address: 1600 N. Dubin Road, Suite #200
Columbus, Ohio 43215
Phone: 317-727-5002
Email: david.geiger@teamdynamix.com

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

We invoice customers annually and payment is typically due Net 30.

Once chosen as your provider, our initial payment schedule is as follows:

1. One-third (33%) of total professional services fees following the implementation planning phase or four weeks after the contract execution date, whichever comes first.
2. One-third (33%) of total professional services fees following the completion of configuration of TeamDynamix or eight weeks after the contract execution date, whichever comes first.
3. Remaining percentage, (34%) of total professional services fees following the completion of End User Training activities or 12 weeks after the contract execution date, whichever comes first.

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

The following is a list of our main competitors:

- ServiceNow
- Cherwell
- Ivanti
- FreshWorks
- ZenDesk
- ManageEngine
- JIRA

◆ What differentiates your company from competitors?

Our focus on the Education Market

Approximately 90% of all TeamDynamix customers are Education institutions. This means that our Education customers generate nearly all our enhancements.

Approach to Implementation

A key differentiator with our implementation approach is that we **do not** use partners to implement our platform. Having in-house implementation services allows us to harness best practices from hundreds of implementations, enabling clients to get the desired adoption rates and velocity from Day 1. Furthermore, our implementations are designed for efficiency and support Higher Education organizations of varying maturity levels.

Single platform

We provide “One Ecosystem” by offering a complete solution through a single platform which enables customers to:

- Maintain a clear view of all workloads as well as optimize resources.
- Operate across the entire organization – including facilities, human resources, marketing, and more.
- Integrate both service management with project management solution.

Ease of use

Our solution is easy to use, own, and operate. There is no coding or scripting involved to modify the user interface nor is there a need for developers or a fully dedicated staff. The platform can be rolled out quickly making an immediate impact on the customer’s organization in addition to their bottom line.

Client Community

Our support team interacts with our user community daily. With our Knowledge Base and Service Catalog we share common questions and answers, take enhancement requests, and intake issues or problems for live interaction. We are also available by phone, email, or through the portal to resolve issues or to discuss feedback.

Client Feedback

We conduct transactional surveys triggered by certain activities. These include implementation milestones and customer support calls. All feedback is reviewed by our executive team. Currently, our Net Promoter Score is 87. This far exceeds the B2B SaaS Best Practice score of 55 and an industry average of 41.

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

TeamDynamix leverages an integrated marketing program leveraging a rich technology stack to support all activities, AI account targeting, automated marketing drips, and outbound calling efforts. Our database includes IT contacts across the Public Sector, Higher Education, K-12, Not-for-Profit, and Healthcare.

The following details our existing marketing programs to these sectors and highlights areas in which we can jointly work with NCPA Customers and Target lists.

Marketing Channels

TeamDynamix focuses on marketing to the Public Sector, Education, Not-for-Profit, and Healthcare segments. The following integrated marketing program is in place today. We will work with NCPA to leverage these channels to target NCPA customers specifically.

TeamDynamix will regularly meet with NCPA to ensure that there is a formal and well-executed marketing plan in place. **A few key areas are highlighted in bold below.**

Targeting Outbound

Using a targeted list including a combination of sequenced emails and phone calls leveraging a unique message tech platform, **OutReach**, we can set up a sequence of emails and calls aimed at introducing the partnership.

Ongoing Drip Campaigns

All contacts can be placed into an automated drip, which will drip key thought leadership content to the target audience to remain top of mind and relevant.

We can work with NCPA to identify specific targets to ensure that we have unique messaging to this list.

Events

TeamDynamix participates in key industry events, including HDI, ELLUCIAN LIVE, and EDUCAUSE. We also selectively attend partner events to help drive forward the relationship. In light of COVID-19, we will also look at virtual events. **If NCPA has an event in mind, we will be interested to learn more.**

Content Syndication

TeamDynamix works with key leaders in the Public Sector as well as Higher Education and the K-12 markets to generate thought leadership and to push this out to drive brand awareness. Key areas in 2020 include EDWeek for K12, eRepublic / Digital Communities, and Meritalk for State and Local Government and University Business for Higher Education. Other areas that are horizontal in nature include HDI for IT Support Desk Professionals and the Project Management Institute.

We can work with NCPA to distribute this content. For example, you can take it and leverage it in a direct mail campaign – examples are on the following pages.

Webinars

TeamDynamix conducts webinars directly as well as with partners. We will work with you to organize webinars directly for your audience, and we can invite your audience to third-party webinars. Currently, we have two planned with eRepublic for the Public Sector, one with HDI for horizontal support desk professionals, and one with the Project Management Institute.

If NCPA would like to conduct a webinar, we can supply content and speakers.

Digital / Web / Advertising

We can work with you to create a dedicated web page for your audience to offer the most relevant assets and key contact details in one place. Through DemandBase, it is possible also to target specific accounts with digital advertising. **We can handpick accounts from your audience and then offer up highly targeted advertising to promote the relationship.** Publishing on the NCPA website could include articles, guest blogs, and our thought leadership content.

Social Media

We will work with NCPA to engage in social posting. This includes LinkedIn and Twitter by posting specific content, engaging in tagging, and following activities.

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

TeamDynamix has a dedicated channel management resource who works closely with inside sales, marketing, and field sales. Using this resource as your primary contact, we will engage in a kick-off meeting and then a series of planning calls. During these planning calls, we will establish the roll-out program which can include:

- Sales training webinars
- Briefing documents
- Lunch & learn or Meet & greet with your team

We will also establish a cadence for routine check-in meetings that will allow our Marketing and Sales teams to assist in any joint promotional activities.

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

TeamDynamix offers an online web experience that includes the ability to gain deep insight into our product functionality. We also provide recorded demos and thought leadership content to help your constituents understand our complete product offering. In addition to these resources, we would be happy to create a dedicated landing page (TeamDynamix.com/NCPA) where we can place the most relevant material to your members.

We intend to work with NCPA to create the most viable communication channel for your members. This can also include custom recorded content and webinars that are tailored to your audience.

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

Hours of Support

In working with TeamDynamix, you will enjoy a dedicated services organization with public sector experience. The organization is set-up to offer both Tier 1 and Tier 2 support through our team, primarily located at our headquarters in Columbus, Ohio.

Phone and email support are available from 8 a.m. to 9 p.m. ET. Self-service is available by accessing the TeamDynamix portal and Knowledge Base, which is available 24 hours a day, seven days a week. In addition, the TeamDynamix Data and Infrastructure team monitors the application 24 hours a day, seven days a week to ensure operations. A production issue/outage during non-business hours would be handled immediately by the Data and Infrastructure team. If the incident could not be resolved within a reasonable time, all customers impacted by the issue would be notified.

Ticket Response Times

Our standard turnaround time for tickets is four hours.

◆ **Green Initiatives**

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

TeamDynamix is a cloud-based solution; therefore, we allow customers to maximize a paperless experience by utilizing web-based protocols, requests, and information. In addition, the TeamDynamix asset application can aid you in making smart choices regarding asset use and energy expenditures, minimizing your carbon footprint.

◆ **Vendor Certifications (if applicable)**

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

Not applicable.

A photograph of four business professionals in business attire standing on the steps of a grand, classical building with columns and arches. The scene is brightly lit, suggesting daytime.

**ONE EASY-TO-USE PLATFORM,
TAILORED TO YOU.**

No coding. No scripting. No hassles.

Software and SaaS Solutions
RFP#39-20

Tab 5 – Products and Services / Scope



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) categories. List all categories along with manufacturer that you are responding with:
 - Software
 - Animation and Modeling
 - Business Productivity
 - Digital Publishing
 - Digital Video
 - Engineering and CAD
 - Health & Science
 - K-12
 - Languages
 - Licenses
 - Math
 - Music & Audio
 - Programming
 - Film and TV Production
 - Operating Systems and Utilities
 - Security
 - Test Prep
 - Training
 - Utilities
 - Web Publishing
 - SaaS
 - Cloud Based Applications
 - Citizen and Resident Engagement
 - Meeting Automation
 - Website Design
 - Communication Tools
 - Documentation Solutions
 - Online Transactions
 - Software Portfolio Management
 - Software Procurement Services
 - Software Asset Management & Compliance

TeamDynamix is proposing SaaS cloud-based solutions for IT Service Management and Project Portfolio Management as detailed below.

ITSM Solution Overview

Incident Management

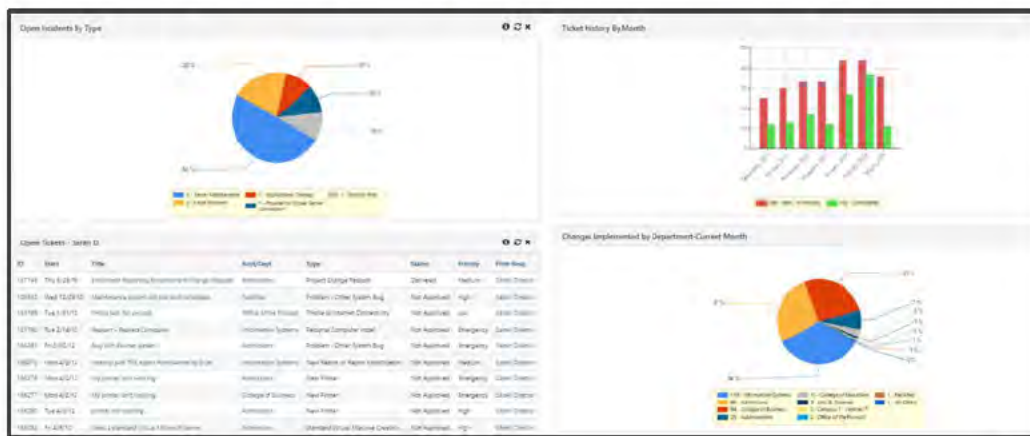
Incident Creation

Incidents can be created using the following methods:

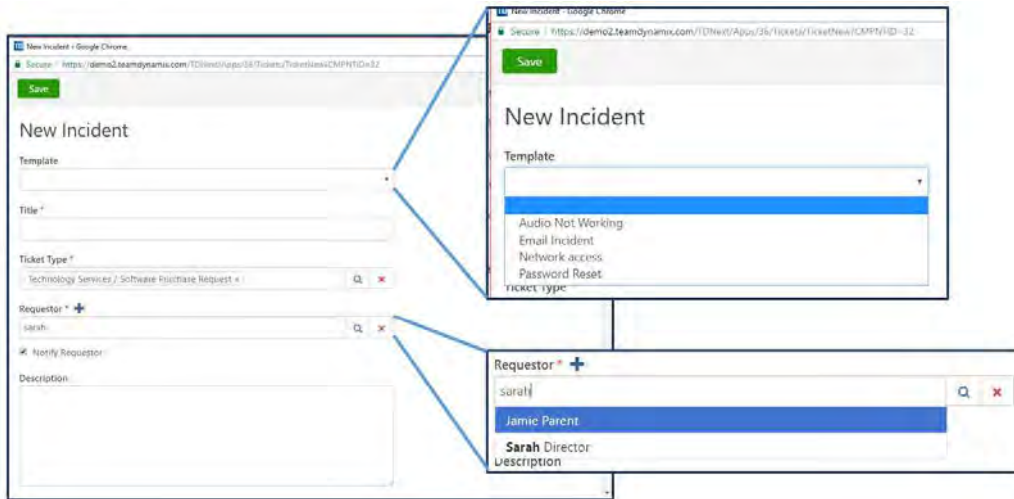
- Manually in the TeamDynamix application
- From a request in the Client Portal/Service Catalog
- Via email
- Via API
- Via other Web Services – to include TeamDynamix ticket-workflow steps.

Managing Requests

TeamDynamix provides technicians at a glance access to open requests. Easily accessible information and click through charts make it easy for technicians to find and engage with the work they need to.

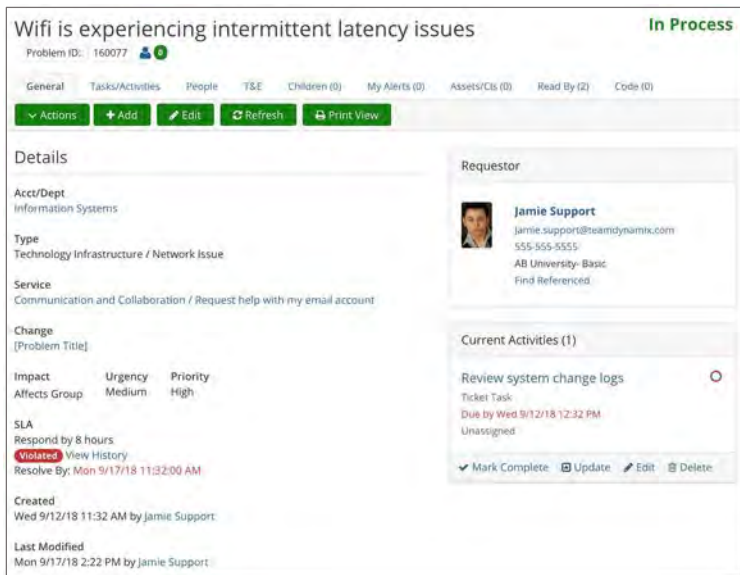


TeamDynamix makes it fast and easy for technicians to create intake and manage incidents with template tools and type-ahead fields.



In addition, TeamDynamix provides mobile management of incidents and other requests on phones and tablets.

Incidents can be automatically pre-populated with a basic solution “punch list” to ensure maximum efficiency and proper process.

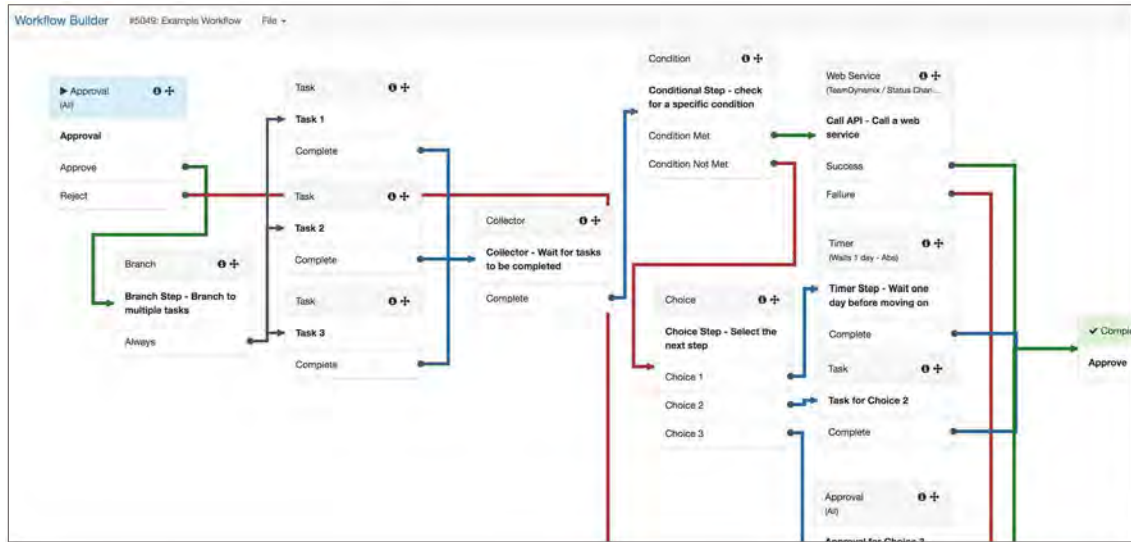


Incidents can easily have mass actions applied, and TeamDynamix can work within the ITIL schema for all classifications of tickets. Therefore our tool includes the ability to create a parent Problem, Change, or Release ticket, while the underlying Incidents can maintain their autonomy to allow for rapid and efficient customer service as well as allowing for automatic cascading of status updates to Child tickets if desired.

TeamDynamix can create and update Knowledge Base articles based on previous incidents. The Knowledge Base is available 24 hours a day, seven days a week.

Prioritization, Assignment, and Escalation of Tickets

TeamDynamix includes a powerful automation rules engine which can prioritize, assign, and escalate tickets based upon business rules and conditions. TeamDynamix also has a drag and drop **workflow builder**, which makes it easy to support business processes and includes automation workflow steps with no additional licensing.



Service Requests

Service requests can be easily entered right from an online portal. Users will be able to select the specific service and complete a custom form for that service to gather specific details. Based on the type of request, the platform will automatically route the ticket or request approvals, if necessary, and then begin to track the ticket for progress. The submitting party will be able to check back in the portal to see the status.

TeamDynamix can determine the priority of the request with a prioritization matrix. The end-user can customize this matrix to ensure the basis of the resulting priority score is on the urgency of the request and the level of impact it is causing.

TeamDynamix has a drag and drop workflow builder that makes it easy to support business processes such as approvals and includes automation workflow steps with no additional licensing. So the request can move onto fulfillment after proper approvals automatically.

Service Catalog

TeamDynamix includes a Service Catalog out of the box which allows for public, protected, and role-specific access to the services the institution provides. Service pages can be accessed via major search engines (Google), the TeamDynamix Client Portal, or using an easy-to-navigate category structure in the Service Catalog. In addition, every service can have a customizable form associated with it to collect necessary information for request fulfillment.

Knowledge Base

Our built-in Section 508 and WCAG 2.0 AA compliant Knowledge Base can support your organization's Knowledge-Centered Service (KCS®) goals and processes. The Knowledge Base integrates seamlessly with our self-service Client Portal and ticketing tools. You can create, edit, and view collective knowledge in one, organized spot enabling you to not only share knowledge across your department but across the entire enterprise.

Creating Efficiency

TeamDynamix allows you to follow KCS best practices when managing your workload. When entering a ticket, technicians can search the Knowledge Base from the new ticketing window. In addition, technicians can create articles directly from tickets, associate used articles to tickets, track the usage and views of articles, and send articles to clients directly from tickets and the Knowledge Base. Integration of Knowledge Base articles into the Service Catalog also aids in ticket deflection.

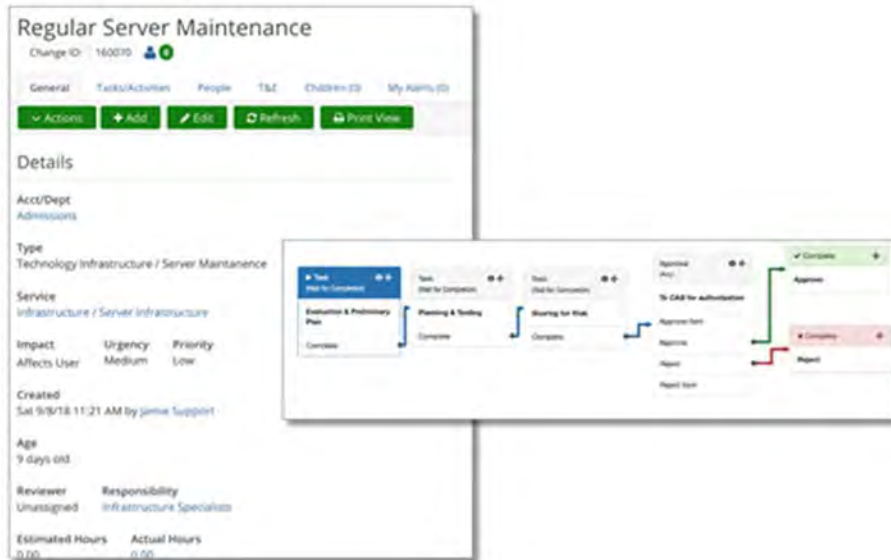
Knowledge Base Articles

Complete the simple creation of Knowledge Base articles using a rich text editor that allows you to apply article templates quickly, embed videos and images, and add hyperlinks. Our KCS-aligned Knowledge Base enables you to run articles through a KCS lifecycle process (e.g., Draft, Not Submitted, Submitted for Review, Approved, Archived). Articles can be related to each other, allowing users to access connected knowledge concepts. For improved searchability, our solution allows for the association of keywords and tags for each Knowledge Base article. In addition, every Knowledge Base article has an incorporated rating space as well as an area for authenticated and public users to leave comments.

Knowledge articles can be accessed via major search engines (Google automatically indexes public elements), the TeamDynamix Client Portal, or using an easy to navigate category structure in the Knowledge Base. Permissions can be set on articles and categories, making them visible only to those with the appropriate access. All articles have a revision history to prevent accidental data loss.

Change Management

TeamDynamix supports all the organization's request for change (RFC) processes with simple creation and robust workflows to ensure that protocols automated, logged, and easily managed in a central location.



Attributes can be added to Change tickets to record the type of Change (Standard, Emergency, Normal) and the Change ticket can be assigned to one of several possible Change workflows to ensure compliance with organizational rules. Change tickets can incorporate the affected asset or Configuration Items as well as any conflicts with existing blackout periods or maintenance windows will automatically be detected and display.

Problem Management

Problem management helps address root causes to avoid future incidents and allows the management of many related incidents within one problem to save time and improve communication.

The screenshot displays the 'Network Access Down - Fawcett' problem page. The main view shows details for the problem, including the account/dept (College of Business), type (Technology Infrastructure - Printing / Network Problem), priority (High), and SLA (Respond by 2 hours and resolve by 24 hours). A 'Viewed' status is indicated. The 'Created' date is Thu 10/27/16 3:09 PM by Jamie Support. A secondary window shows a list of child tickets:

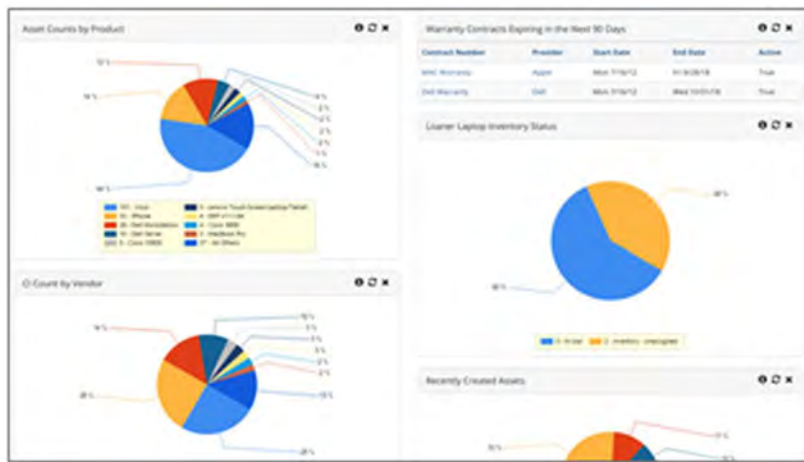
ID	Title	Classification	Requester	Acct/Dept	Type	Status	Remove
158215	Network outage	Incident	Jim Clark	Advancement	Technology Infrastructure - Printing / Network Incident	Resolved	Remove
158216	Cannot log in to Wireless Network	Incident	Jim Clark	Advancement	Technology Infrastructure - Printing / Network Incident	Resolved	Remove

Within TeamDynamix, child tickets of Problems can continue to be worked on by assigned personnel while work at the Problem level can be performed (Root Cause Analysis, etc.) When appropriate, the Problem ticket can be updated, and the resolution status, as well as messaging to people affiliated with all children tickets can be cascaded to make updating and messaging more efficient.

Asset Management

The TeamDynamix asset application provides full scope asset tracking, as well as the ability to manage status, relationships, and ownership of assets. Each asset type can track all data necessary to manage the asset and the asset's lifecycle. Assets can be created in the system via our out of the box upload tool, via API, as well as manually.

The asset system simplifies the management of assets, inventories, and service work.



Dependencies between Assets/CIs helps identify change schedules which do not cause outages or break service level commitments.

Server Infrastructure Upgrade
Change ID: 155258

General | Tasks/Activities | People | Tools

Actions: Add, Edit, To

Details

Acct/Dept: College of Business

Type: Technology Infrastructure - Printing / Server Maintenance

Service: Bucket / Server Change

Impact: Affects User | Urgency: Medium | Priority: Low

Created: | Last Modified:

Detected Conflicts

- During Blackout Window**
This conflicts with the "Academic Year 2014-2015" blackout window.
- Outside Child CI's Maintenance Window**
This is outside of the "LMS Maintenance Window" maintenance window on OWS (MS0000) [Tag OWS (LMS)].

Start Date: 1/18/2017 6:01 PM | **Due Date:** 1/18/2017 7:01 PM | **Find Available Period**

Available Periods

- Sat 1/21/17 12:00 AM - 8:00 AM
- Sun 1/22/17 12:00 AM - 12:00 PM
- Sat 1/28/17 12:00 AM - 8:00 AM
- Sun 1/29/17 12:00 AM - 12:00 PM

Reporting

TeamDynamix is loaded with out of the box reporting for measuring quality and performance. TeamDynamix also provides a rich report builder which allows anyone to easily build reports and dashboards without any coding or scripting skills. We can import data from other sources as well as export data to Microsoft Excel, HTML, and Adobe PDF.

The TeamDynamix Analysis also application allows you to report across the entire platform and all processes.

ABC University

Desktop | Analysis | Portfolio Planning | Assets/CIs | IT Services | Finance | Projects / Workspaces | My Work

Refresh | Edit Analysis Desktop | New | Reports

Desktop

Portfolios

- Project Searches
- Active Projects Search
- Admission's Project Overview
- Basic Portfolio Report
- Capital Projects

Resource Reports

- Availability Report
- Schedule Report
- Projects by Resource Report
- Resource Allocation Report

Standard Reports

- Actual hrs Report
- Hrs Summary Report
- Scheduled v Actual Hrs
- Scheduled v Actual Hrs By Req...
- Projects vs. Tickets
- Manager Analysis
- Organizational Report
- User Status Report
- User Work Report

Issues Closed This Month

Title	Project/Workspace	Priority
Tech issue	Blackboard Update to Service Pack 13	Low
test	Connectyard implementation	Low
Project Planning	Degreescripts Implementation	Low
test test functionality properly	Blackboard Update to Service Pack 13	High
App still not working	Blackboard Update to Service Pack 13	Low
May break tool - Must test before rollout	Blackboard Update to Service Pack 13	High
New issue	Integrate Housing Portal with Admissions Portal	Low
need more time	Blackboard Update to Service Pack 13	Low
script changed	Integrate Housing	Low

Chargeability By Month

Line chart showing chargeability percentage by month. Bar chart showing chargeability by month.

Academic Systems Portfolio Risk

Pie chart showing risk distribution. Legend: 32 - Low, 4 - High, 4 - Medium/High, 3 - Medium.

Tickets by Service

ID	Title	Type	Status
155128	service update	Service	Resolved

At Risk Projects

Health	Name	Percent Complete	Manager
--------	------	------------------	---------

Mobile Capabilities

Our application is built on the Bootstrap framework, natively providing high quality, high accessibility responsive design. All activities are easily accessible in the tool from mobile devices and browsers. There are no limitations based on device size.

TeamDynamix Project Portfolio Management Solution

The TeamDynamix PPM suite is a full-featured project and portfolio management tool that supports the full project and portfolio lifecycle. With TeamDynamix Project Portfolio Management, you will have the visibility and control you need over project requests – ensuring you can see all potential impacts.

We can help you support any methodology: Waterfall, Agile, KANBAN, Card Wall, and Task Lists. Our solution allows you to manage issues, risks, baselines, documents, budget performance, as well as foster team collaboration.

Depending upon your needs, you can create complex plans for advanced project managers or simple task lists for more basic needs. The key to TeamDynamix is that there is a portfolio-driven approach; you can easily optimize resources against multiple projects and tickets. TeamDynamix has a variety of tools at your disposal. From project portfolio management tool, to project request intake, governance, and scoring, to resource and demand management; we can assist you in building an enterprise-level tool.

What separates TeamDynamix is that our tool provides the flexibility to grow into areas of greater maturity while not robbing the parts of the tool you are currently using. This allows smooth and seamless scalability with a software tool that acts as a strategic partner, not a tool that acts as an anchor as you scale and grow.

Requests

Project requests can easily be offered through the TeamDynamix Client Portal or through web forms that may exist on other web pages. The level of detail users can capture at this initial phase is entirely configurable. Requestors can view the status of their project request as it moves through the project request process.

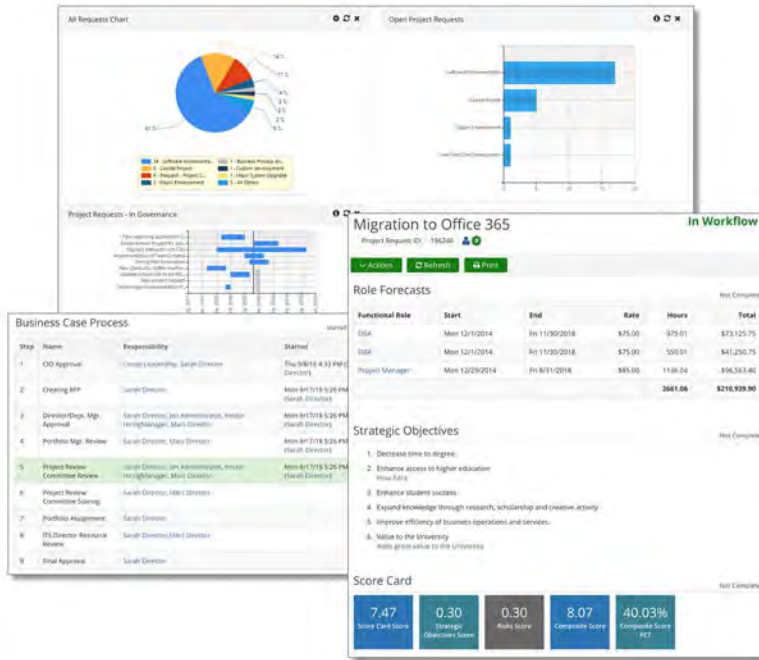
The screenshot displays three overlapping components of the TeamDynamix PPM suite:

- IS Project Vetting Process:** A document outlining the steps for project vetting, including a governance process example flowchart.
- IT Project Request Form:** A web form for creating a new project request. Fields include Project Name, Sponsor Name (Susie Staff), Department (Finance), Start Date, End Date, and Project Description. A 'Save' button and help options are visible.
- Project Governance Table:** A table showing the status of project governance tasks. The table is titled 'Project Governance' and includes a timestamp 'started Tue 9/11/18 10:48 AM (5 work days ago)'. The table has columns for Order, Name, Responsibility, Started, and Completed.

Order	Name	Responsibility	Started	Completed
1	PMO Initial Review	Sarah Director, Audrey PM	Tue 9/11/18 10:48 AM (Susie Staff)	Tue 9/11/18 12:23 PM (Sarah Director)
2	Steering Committee Scoring & Review	Kelly DBA, Sarah Director	Tue 9/11/18 12:23 PM (Sarah Director)	Tue 9/11/18 12:23 PM (Sarah Director)
3	Executive Leadership Review and Sign Off	Sarah Director, Marc Director	Tue 9/11/18 12:23 PM (Sarah Director)	

Portfolio Planning

Manage project requests in a centralized location with role forecasting, budget forecasting, and scorecards.



Managing Projects

Manage individual projects with dashboards, plans, and a collaborative feed.

The dashboard displays the following components:

- Projects/Workspaces:** ERP System - Upgrade and Maintenance (Audrey PM, 80% complete, Wed 5/17/17 - Fri 6/28/19). Description: "This section contains a nontechnical description of the project, usually in narrative form, which may serve to acquaint new r...more".
- Plans:** App development task board (Wed 9/18/13 - Mon 12/10/18, 87% complete) and Upgrade and New Development Plan (Mon 6/11/18 - Fri 9/28/18, 75% complete).
- Tasks Summary Chart:** A pie chart showing task status distribution: 23% Completed (green), 47% In Process (yellow), 18% Not Started (blue), 4% Overdue (red), and 2% Delayed (purple). A legend below indicates: 23 - Completed, 4 - Overdue, 1 - Delayed, 9 - In Process, 13 - Not Started.
- Issues Summary Chart:** (Placeholder for a chart).
- Feed:** A collaborative feed with filters for Edits, Status Changes, and Comments. A post by Sarah Director (private) states: "ERP System - Upgrade and Maintenance / Plan / App development Changed Status from 'Work backlog' to 'Completed'. Changed Percent Complete from '0%' to '100%'".
- Video Conferencing wall:** A grid of task cards categorized by status: New (1, 4, 15), In Process (3, 7, 10), Completed (8, 25), and On Hold (0, 2, 5). Cards include tasks like "Identify impactful changes to organization and assign process owner" (100%), "Manager training and reporting configuration" (100%), "Set project guidelines" (100%), "Discuss and create reports needed to improve daily operations", "Use Case Testing according to business processes", "Manager training and reporting configuration" (100%), "Discuss and create reports that require approval workflows" (Feb 2 - May 31), "Video testing", and "Place licensed user appropriate user purposes of ticket".
- TeamDynamics Windows Plan Manager - Admissions Housing Portal Integration (in TeamDynamics):** A Gantt chart showing a project schedule from 2016 to 2017. The chart includes a task list with columns for WBS, Status, Title, Start Date, End Date, and Prio. 12. The right side shows a Resources list with assigned hours for various team members.

Capacity and Resource Management

Easily manage capacity and resources with our capacity planner and resource manager.

The screenshot displays a software interface for Capacity and Resource Management. It features a main table for 'Availability' and a secondary table for 'Allocations: All Roles'.

Availability Table:

	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018
All Roles (12)	-4,597.53	4,336.40	4,999.26	4,322.09	4,994.42	-4,614.71	4,860.75	5,326.53	4,928.55	5,180.78	5,185.69	4,953.30	5,427.90
Banner Specialist (1)	143.00	130.00	149.50	130.00	149.50	143.00	136.50	149.50	136.50	143.00	143.00	136.50	149.50
Custodial Crew (2)	352.00	320.00	368.00	320.00	368.00	352.00	336.00	368.00	336.00	352.00	352.00	336.00	368.00
DBA (3)	5.00	-5.00	7.50	-20.00	-27.50	5.00	262.50	287.50	262.50	275.00	275.00	262.50	287.50
Developer (2)	102.00	88.60	104.79	-88.60	108.00	102.00	96.00	106.00	96.00	102.00	102.00	96.00	108.00
Director (3)	116.96	241.07	277.23	241.07	277.23	265.18	253.13	277.23	316.13	331.18	336.09	325.50	356.50
Facilities Manager (1)	176.00	160.00	184.00	160.00	184.00	176.00	168.00	184.00	168.00	176.00	176.00	168.00	184.00

Allocations: All Roles Table:

Item	Type	Status	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19
Joe Tech									
*Change/Operations/Maintenance Workspace	Workspace	Current	60.00	30.00	60.00	60.00	60.00	0.00	0.00
*User Support	Workspace	Current	15.00	15.00	15.00	15.00	15.00	0.00	0.00
All Tickets	Ticket	Current							
Developers Workspace	Workspace	Current	20.00	20.00	20.00	20.00	0.00	0.00	0.00
ERP System - Upgrade and Maintenance	Project	Current							
Integrate Housing Portal with Administration Portal	Project	Current	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Alternative Resources Table:

This grid indicates a resource's availability as if they were assigned the current schedule for this request. Click Substitute Resource to substitute that resource for the requested resource. This action will not approve or reject the request.

Resource	Pri Func Role	Substitute	Jun 16	Total
Chris Developer	Developer	Substitute Resource ⚠	29.31	29.31
DBA Resource	DBA	Substitute Resource	-36.38	-36.38
Joan Developer	Developer	Substitute Resource ⚠	-47.65	-47.65
Kelly DBA	DBA	Substitute Resource ⚠	-39.38	-39.38
			-94.10	-94.10

Reports and Dashboards

TeamDynamix provides a powerful report builder which allows anyone to easily build reports and dashboards without any coding or scripting skills. We can import data from other sources, and export data can to Microsoft® Excel, HTML, and Adobe® PDF.

Reporting can quickly identify the quantity and cost of time spent based upon any data captured on projects, including divisional goals. Additionally, Project portfolios can be created based on divisional goals. Projects can be added to portfolios, and total time can be tracked at the portfolio level.

Sample Portfolios

Portfolios (4)

Search:

Manager(s):

Created:

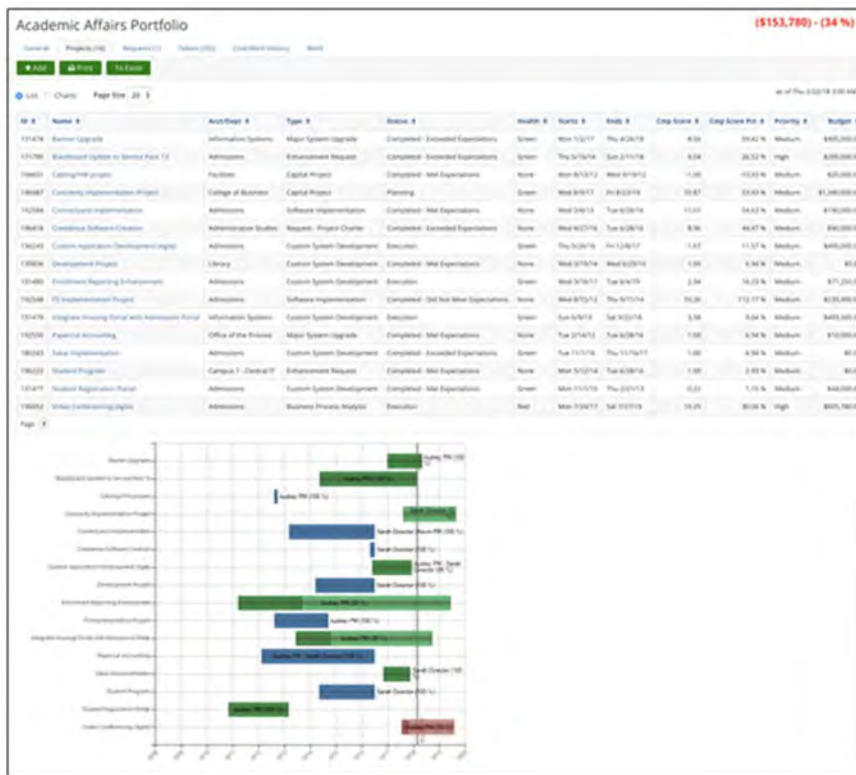
Modified:

Active Inactive Both

ID #	Name #	Manager #	Projects #	Requests #	Budget #	Start #	End #	Created #	Modified #
103	Academic Affairs Portfolio	Service Director	16	1	\$450,000.00	Sun 1/1/12	Thu 12/31/20	Tue 5/8/12 5:03 PM	Thu 8/19/12 2:08 PM
184	Construction and Facilities Projects	Sarah Director	4	0	\$2,000,000.00	Fri 1/1/16	Fri 12/31/21	Wed 6/8/16 1:34 PM	Thu 6/9/16 3:50 PM
181	Key IT Initiatives: Tech, Scholarship, Student Success, Comm/Marketing	Sarah Director	9	4	\$475,000.00	Thu 5/1/14	Thu 7/2/15	Thu 5/8/14 10:18 AM	Thu 6/9/16 3:49 PM
15	Solution Implementations, Replacements and Upgrades	Sarah Director	12	1	\$5,500,000.00	Thu 1/1/12	Wed 12/31/14	Tue 1/25/11 5:24 PM	Wed 6/8/16 2:02 PM

Page: 1

Sample Project in a Portfolio Report



Sample of Time Tracked Against a Portfolio

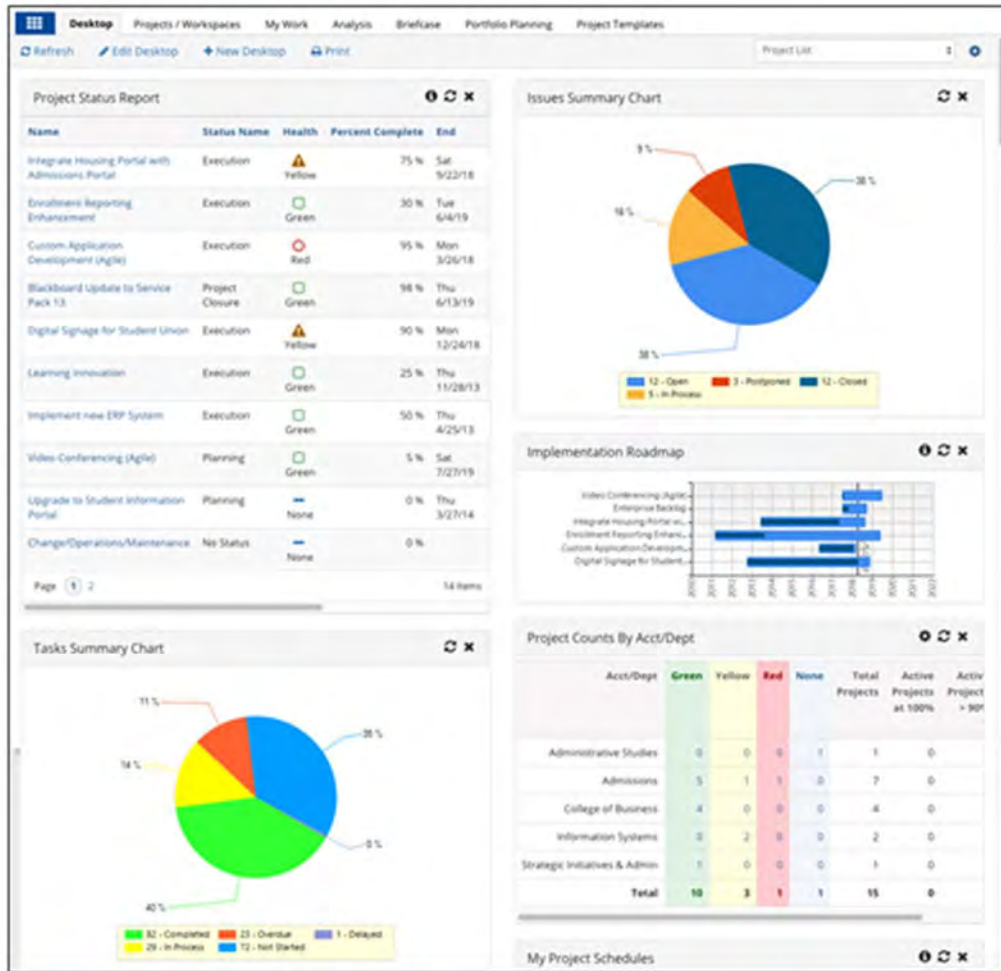


Project managers can also report project status and health by updating a project. This update will show in reports and dashboards automatically as well as be added to a project feed.

Sample Status Update

The screenshot shows a project status update form for 'Integrate Housing Portal with Admissions Portal' (Project ID: 131479). The form is titled 'Update' and includes buttons for 'Actions', 'Update', 'Refresh', and 'Print'. The project is in 'Execution' status. The 'Status' section shows 'Execution (In Process)' and '75% complete, updated Tue 10/10/11'. A note indicates 'Changed percent complete from 65% moving forward. Still have a risk due'. The 'General' section lists 'Acct/Dept: Information Systems', 'Service: Projects / Custom System Developm', and 'Type: Application Services / Custom System'. The 'Health' section shows a 'Yellow - At risk with corrective' status. The 'Portfolio(s)' section lists 'Departmental Portfolio (Service)' and 'Key IT Priorities: Tech, Stewardsh'. The 'Issues' section shows 'Open: 3/11 (45.45 %)', 'In Process: 3/11 (27.27 %)', and 'Closed: 3/11 (27.27 %)'. The 'Risks' section shows 'Identified: 2/2 (100.00 %)'. The 'Tasks' section shows 'Completed: 3/9 (55.56 %)', 'In Process: 0', and 'Overdue: 3/9 (55.56 %)', with 'Not Started: 0'. The form includes fields for 'New Status', 'Exclusion', 'Health', 'Percent Complete', 'Comments', 'Notification', 'Notify Other People', and 'Other Email Addresses'.

Sample Project Status Dashboard



Notifications

TeamDynamix also has a very flexible notification and alerting capabilities. Our solution allows you to configure notifications and alerts as well as identify recipients easily. Support teams and executive approvers can receive notifications through their dashboards and using our robust API library; you can craft further notification channels such as posting to a Slack channel.

Administrators can configure automatic ticketing notifications based on events. Support teams can use custom response templates to email end users from tickets. Technicians and end-users can reply to TeamDynamix email notifications, and it will automatically update the ticketing feed.

A photograph of four business professionals (three men and one woman) in business attire standing on the stone steps of a large, classical-style building with columns and arched windows. The scene is brightly lit, suggesting daytime.

**ONE EASY-TO-USE PLATFORM,
TAILORED TO YOU.**

No coding. No scripting. No hassles.

Software and SaaS Solutions
RFP#39-20

Tab 8 – Value Added Products and Services



TeamDynamix

Tab 8 – Value Added Products and Services

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

Training

TeamDynamix will provide tailored training programs for each user type. Each user type is configured with module and permission combinations to enable the user type to accomplish their job in the most simple and easy to understand format.

Each tailored training program is then delivered to the appropriate audience or included in “Train the Trainer” training at your customer’s discretion. Training scripts and user “Quick Guides” are also provided.

Training sessions may include:

- Technical resource training
- Administrator training
- Manager training
- User and executive training
- Client training, as needed
- Beginning integration analysis

Client-specific training sessions can be recorded and delivered in a web-compatible format as desired.

Support

Hours of Support

In working with TeamDynamix, you will enjoy a dedicated services organization with public sector experience. The organization is set-up to offer both Tier 1 and Tier 2 support through our team, primarily located at our headquarters in Columbus, Ohio.

Phone and email support are available from 8 a.m. to 9 p.m. ET. Self-service is available by accessing the TeamDynamix portal and Knowledge Base, which is available 24 hours a day, seven days a week. In addition, the TeamDynamix Data and Infrastructure team monitors the application 24 hours a day, seven days a week to ensure operations. A production issue/outage during non-business hours would be handled immediately by the Data and Infrastructure team. If the incident could not be resolved within a reasonable time, all customers impacted by the issue would be notified.

Ticket Response Times

Our standard turnaround time for tickets is four hours.

Business Process Consulting

In addition to the activities related to the TeamDynamix software application, TeamDynamix Professional Services will also provide business process consulting before, during, and after implementation. The purpose of these consulting services is to address business process issues centered around IT Service Management and Project Portfolio Management.

Each of our consulting packages can be tailored specifically to the needs of your organization.

Service Management Methodology

Our collection of industry-proven best practices built upon ITIL methodologies will help get your executive leadership team on the same page, identify and coach “Champions of Change,” and focus on important ITSM process initiatives.

We will help you:

- Create a shared vocabulary to identify and address service management issues.
- Prepare for ITSM tool improvements.

Service Desk Transformation

As the single point of contact for your end-users, your Service Desk is a powerful tool in your arsenal. Therefore, when you leverage this tool properly, your Service Management department can best serve its end-users. We can show you the fundamentals of taking your Service Desk to the next level, making it a key component to your overall strategy in improving your organizational IT maturity.

We will help you:

- Optimize service delivery for effectiveness and efficiency.
- Help users streamline the support process.
- Clarify Service Desk roles and how the Service Desk supports IT.

Process Improvement Coaching

Process improvement can mean defining or improving internal processes that help ensure new work is complete, or make existing work more effective and efficient. Our goal is to create a culture of continuous improvement within your organization.

We will help you:

- Enhance your organization’s ability to improve.
- Create and support a culture of continuous improvement.
- Alleviate resource constraints.

Project Management Methodology

Leveraging our vast experience supporting organizations at all levels of maturity, we can help build or expand your PPM capabilities through tried-and-true methodologies and industry-recognized best practices.

We will help you:

- Improve your ability to translate uncertainty into certainty.
- Create useful and repeatable project management processes.
- Support department governance visibility into initiatives and prioritization.

Out-of-the-Box Project Request Intake and Governance

TeamDynamix empowers your organization to gather ideas for new initiatives and other project work within our tool by applying any existing governance, scoring, or approval processes to allow and encourage collaboration across your organization. Project requests identified as moving forward can then seamlessly convert to active projects and be managed entirely within the TeamDynamix solution.

Value-Added Services

Many organizations find that they cannot get their initiatives to move forward because time limitations inhibit the ability to be strategic or grow their talent base. That is why many look to outside experts to help instill best practices and drive high impact projects.

TeamDynamix offers the ability to optimize your services by extending your team. By providing a dedicated resource to manage basic activities or enhance your service management output, we can help free up your time to dedicate it to the most needed.

Training/Admin Assistance

Our support team interacts with the TeamDynamix User Community daily. With our Knowledge Base and Service Catalog, we can easily share common questions and answers. We are available by phone, email, and our Client Portal to help resolve issues and discuss any feedback.

Dashboards and Reporting

We can work with you to create custom dashboards that provide information at your stakeholders' fingertips, including upper management.

Service Portal Adoption

TeamDynamix will work with you to optimize your portal – enabling every interaction point to be initiated and managed from a single location. By partnering together to build out the platform based upon your organization's unique organizational structure, workflow preferences, and vision, you will create the optimal user experience.

A photograph of four business professionals (three men and one woman) in business attire standing on the stone steps of a large, classical-style building with columns and arched windows. The scene is brightly lit, suggesting daytime.

**ONE EASY-TO-USE PLATFORM,
TAILORED TO YOU.**

No coding. No scripting. No hassles.

Software and SaaS Solutions
RFP#39-20


Tab 9 – Required Documents



Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	<u>TeamDynamix Solutions LLC</u>
Print Name	<u>David Geiger</u>
Address	<u>1600 N. Dublin Road, Suite #200</u>
City, State, Zip	<u>Columbus, Ohio 43215</u>
Authorized signature	<u></u>
Date	<u>November 17, 2020</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

November 17, 2020

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	TeamDynamix Solutions LLC
Address	1600 N. Dublin Road, Suite #200
City/State/Zip	Columbus, Ohio 43215
Telephone No.	877-752-6196
Fax No.	Not Applicable
Email address	david.geiger@teamdynamix.com
Printed name	David Geiger
Position with company	VP, Sales
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

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