

Proposal response to:
Region 14 Education Service Center
Request for Proposal # 24-20
Municipal and Utility Billing Services

November 19, 2020

**774 Mays Blvd.
#10-377
Incline Village, NV 89451
(916) 259-1293
TruePointSolutions.com**



Region 14 Education Service Center

RFP # 24-20

Municipal and Utility Billing Services



Submitted by:

**TruePoint
Solutions
3262 Penryn Rd.
Suite 100-B
Loomis, CA 95650**

***Submittal Due
2:00PM (CST)
November 19, 2020***

November 19, 2020

NCPA
P.O. Box 701273
Houston, TX 77270

RE: Region 14 Education Service Center RFP # 24-20 Municipal & UB Services

To whom it may concern:

TruePoint Solutions is pleased to submit our response to Region 14 Education Service Center (herein "Region 14 ESC")'s Request for Proposals (RFP # 24-20) Municipal and Utility Billing Services. After a thorough review of your stated requirements, we feel that TruePoint can provide you with software and services which will exceed your expectations. The TruePoint Solutions team brings decades of experience serving the operations and billing needs of Municipalities and Special Districts. As a company we possess over 750 years of experience working with IT solutions designed for local government agencies

TrueBill Technology:

The TruePoint "TrueBill" Utility Billing system was developed using the latest, Microsoft-Centric browser-based technology. The system is focused on operational billing, CIS, and accounts receivable management for Water, Sewer and Refuse-based agencies. While there are solutions that have been in the marketplace longer than the TruePoint solution, many of these are entombed in aging technologies.

Our solutions are not tired legacy applications with a new user interface bolted on top. They are built from the ground up using current generation tools, development platforms and techniques. We believe it is in the best interest of Region 14 ESC to select a solution that is based upon the most current 'proven' technologies. TruePoint billing products are designed to operate using the latest browser-based technology and take full advantage of web services architecture. TrueBill was developed using Microsoft .Net architecture, optimized as a native MS SQL Server application and taking full advantage of MS Active Directory and MS SQL Reporting services. Integrations with Asset Management systems, Finance applications, GIS and virtually any other external applications become easier as well as more reliable and supportable.

TruePoint is a Microsoft partner and a member of the Microsoft Developer Network. We have made a commitment to the Microsoft platform and we believe SQL Server to be the best database option available. By leveraging Microsoft's other products like Office and SharePoint, TruePoint can provide a robust application while easily integrating to Region 14 ESC's other core IT platforms and systems.

COMPANY OVERVIEW

- TruePoint Solutions

Incorporated:

- 2004
- 51 employees

Professional Services:

- Business Analysis
- Configuration
- Data Conversion
- Report Development
- Event Scripting
- Interface Development
- Consulting
- Training

Industry:

- State and Local Government

Industry Focus:

- Land Management and Permitting
- Business and Trade Licensing
- Code Enforcement
- Asset Management
- Electronic Document Review
- Utility Billing
- IT Consulting

TrueBill Functionality:

As compared to most vendors implementing a single module or system, TruePoint takes a more comprehensive approach to our Utility Billing systems implementations. We allocate invaluable pre-implementation planning time to evaluate and discuss all your potential options in terms of Utility Billing system integration which includes Asset Management integration, GIS integration, agency-wide Cash Receipting (POS) strategy and Financials integration.

You are faced with the opportunity not just to replace your current Utility Billing system, but to streamline the entire Operations-side of your agency.

The net result is a truly integrated system that far surpasses a generic Utility Billing system replacement that will pay dividends well into the future. If any of these integrations are something you want to tackle in the future, that's fine. We can work with you to build your long-term operations-side road map that makes the most of your current investment in systems and infrastructure. Most of our Utility Billing implementations involve Asset/Work Management and GIS integration with our Utility Billing system. What is unique about our approach is our ability to offer true, native Asset/Work Management integration out-of-the-box without the need for custom 3rd party middleware. Due to our advanced system architecture, our integration with 3rd party Asset/Work Management systems is direct, real time and is more functional, reliable, and supportable than anything else on the market.

Water Management, not just Water Billing

The TrueBill system is much more than a traditional Utility Billing system. Native functionality includes Backflow Management, Debt Management, Conservation Program Management, Water Budgeting and Irrigation Water Management and of course full Meter Management and POS/Cash Management functionality.

Integrations:

A major advantage of our system design is that it provides us the ability to integrate with peripheral applications such as Finance (General Ledger) Asset Management and GIS applications directly and in real-time without the need for custom middleware. Never, have Utility Billing, Asset Management-Work

Management and GIS applications been able share information and communicate in such a direct, native environment.

Customer Service now has a real-time window into the Asset/Work Management application directly from the Utility System. Field staff have access to customer data in the Utility System directly from within their Work Management application, all in real time. The same holds true for GIS and Financial systems integrations.

The net result of this approach is a system that features highly reliable, supportable integrations based on web services architecture that provide our customers with the ultimate in functionality, supportability, and long-term flexibility.

TruePoint Approach to your RFP

We have proposed our CIS/Customer Billing core application (TrueBill), our Customer Query and Payment Portal (TrueCIP), TrueCashiering, our cash management and point-of-sale application, and our available backflow Management module.

As mentioned earlier, after a thorough review of your RFP, it appears that TruePoint can provide a combination of software and services that will meet or exceed your expectations.

The TrueBill Utility Billing system is a 100% true browser-based application. To promote the inherent “access anywhere” advantages of this technology, we license the product on an annual subscription basis, with unlimited user access.

In Closing...

The content contained in this document is based on the information outlined in your RFP. It is anticipated that adjustments could need to be made to the final proposal based on information retrieved in additional discussions with Region 14 ESC. The following response represents our current understanding of Region 14 ESC’s requirements and objectives with respect to your organization’s integrated Utility Customer Billing system project.

TruePoint Solutions has the passion, desire, qualifications, and determination to assure success for Region 14 ESC. We don’t take lightly the importance of this opportunity and its ultimate impact on your staff, local businesses, and citizens. Our established track record of on-time, on-budget implementations is directly attributable to our thorough implementation planning.

We would like to take this time to thank you for your consideration in allowing us to demonstrate TruePoint’s successful strategy to implement a business critical solution for Region 14 ESC. We look forward to working with you and to the prospect of building a long-term relationship.

Regards,



Kent Johnson
TruePoint Solutions
(916) 259-1293 office
(916) 607-4490 mobile
(916) 256-1975 fax

www.truepointsolutions.com

Table of Contents

LETTER OF TRANSMITTAL	3
TABLE OF CONTENTS.....	7
TAB 1 – MASTER AGREEMENT	9
TAB 2 – NCPA ADMINISTRATION AGREEMENT	17
TAB 3 – VENDOR QUESTIONNAIRE	20
TAB 4 – VENDOR PROFILE	23
TAB 5 – PRODUCTS AND SERVICES	30
TRUEBILL – UTILITY BILLING SOLUTION	30
<i>System Components.....</i>	<i>30</i>
<i>Global Product Features.....</i>	<i>30</i>
<i>Microsoft-Centric</i>	<i>30</i>
<i>System Design</i>	<i>31</i>
TRUECIP – CUSTOMER INFORMATION PORTAL	41
<i>Product Benefits and Features</i>	<i>41</i>
TAB 6 – REFERENCES.....	44
TAB 7 – PRICING.....	49
TAB 8 – VALUE ADDED PRODUCTS AND SERVICES.....	50
TAB 9 – REQUIRED DOCUMENTS	51
CLEAN AIR AND WATER ACT & DEBARMENT NOTICE	52
CONTRACTOR REQUIREMENTS	53
ANTITRUST CERTIFICATION STATEMENTS (TEX. GOVERNMENT CODE § 2155.005)	55
ADDITIONALLY REQUIRED DOCUMENTS	56

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

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

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$20 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

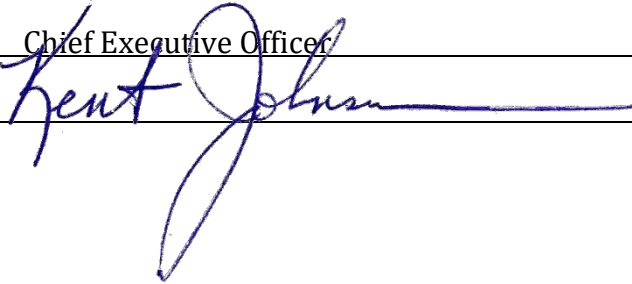
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ 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 _____ TruePoint Solutions, LLC _____
Address _____ 3262 Penryn Rd., Suite 100-B _____
City/State/Zip _____ Loomis, CA 95650 _____
Telephone No. _____ 916-259-1293 _____
Fax No. _____ 916-259-1293 _____
Email address _____ kjohnson@truepointsolutions.com _____
Printed name _____ Kent Johnson _____
Position with company _____ Chief Executive Officer _____
Authorized signature _____  _____

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 11-51, 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 Municipal and Utility Billing Services;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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


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

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

◆ General Provisions

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: December 8, 2020

Vendor:

TruePoint Solutions, LLC
Name: Kent Johnson
Title: Chief Executive Officer
Address: 744 Mays Blvd, #10-377
Incline Village, NV 89451
Signature: 
Date: November 17, 2020

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 Loomis,
State of CA

◆ **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: Kent Johnson

Title: Chief Executive Officer

Company: TruePoint Solutions

Address: 774 Mays Blvd. #10-377

City: Incline Village State: Nevada Zip: 89451

Phone: 916-259-1293 Email: kjohnson@truepointsolutions.com

▪ Purchase Orders

Contact Person: Kent Johnson
Title: Chief Executive Officer
Company: TruePoint Solutions
Address: 774 Mays Blvd. #10-377
City: Incline Village State: Nevada Zip: 89451
Phone: 916-259-1293 Email: kjohnson@truepointsolutions.com

▪ Sales and Marketing

Contact Person: Chris Crupi
Title: TruePoint National Account Manager
Company: TruePoint Solutions
Address: 7650 E Broadway Blvd Suite 101
City: Tucson State: Arizona Zip: 85710
Phone: (480) 208-8910 Email: ccrupi@truepointsolutions.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 Yes No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.

TruePoint Solutions, LLC

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

TruePoint Solutions is a software and services company, solely focused on Information Technology Solutions for local government agencies, water companies and special districts. TruePoint was formed in late 2004 and commenced operations in January 2005. We have grown our company organically over the last 15 years and have built a reputation in the market of which we are very proud. Our team now consists of over 50 members, most of whom have dedicated their IT careers to working with local government.

TruePoint brings a substantial amount of valuable industry experience to the table. Our management team averages 30 years of Public Sector IT experience designing, developing, implementing, and supporting complex government related applications and services. Not only does our team offer significant industry experience, but that experience was garnered by working together as a team, at TruePoint and at our predecessor company. Our talented team has an exceptional resume of specific industry expertise to help your agency achieve success. As TruePoint, we have implemented numerous accounts with third party products and our own product suite.

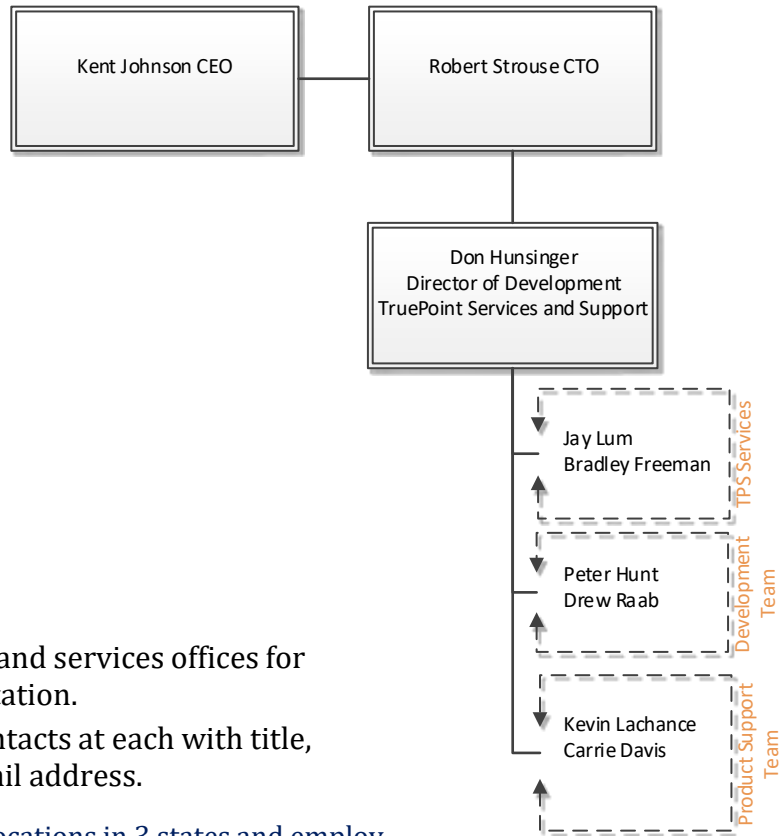
TrueBill Technology – The TruePoint “TrueBill” Utility Billing system was developed using the latest, Microsoft-Centric browser-based technology. The system is focused on operational billing, CIS, and accounts receivable management for Water, Sewer and Refuse-based agencies. While there are solutions that have been in the marketplace longer than the TruePoint solution, many of these are entombed in aging technologies.

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

n/a

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

TruePoint Key Resources



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

TruePoint Solutions has office locations in 3 states and employ resources located across North America:

Loomis, CA	Tucson, AZ	Incline Village, NV
3262 Penryn Rd. Ste. 100B Loomis, CA 95650 (916) 577-1470 office	7650 East Broadway Blvd Suite 101 Tucson, AZ 85710 (520) 300-4175	774 Mays Blvd, #10-377 Incline Village, NV 89451 (916) 256-1975 fax

Here is the contact information for key contacts – Kent Johnson and Chris Crupi:

Kent Johnson, CEO
 774 Mays Blvd, 10-377, Incline Village, NV 89451
 (916) 607-4490 mobile, (916) 259-1293 office ext 202,
 (916) 256-1975 fax
 kjohnson@truepointsolutions.com

Chris Crupi, National Account Manager
 7650 E Broadway Blvd Suite 101, Tucson, AZ 85710
 (480) 634-4285 office (480) 208-8910 mobile
 ccrupi@truepointsolutions.com

- ◆ Define your standard terms of payment.

TruePoint Solutions standard terms of payment are Net 30.

- ◆ Who is your competition in the marketplace?

Some examples of other vendors that we commonly see in the marketplace include Advanced Utility Systems, Cogsdale, Harris Computer Systems and Tyler Technologies.

- ◆ What differentiates your company from competitors?

TruePoint's differentiators can be summed up in three words (experience, success, commitment).

Experience - The TruePoint Solutions team brings decades of experience serving the operations and billing needs of Municipalities and Special Districts. As a company we possess over 750 years of experience working with IT solutions designed for local government agencies with more experience from both the state and local government and system integrators perspective. The experience we have gained allows us to provide proven innovative ideas for successful implementations.

Success - After 14 years, our first customer is still using TrueBill today. They found initial success 14 years ago, and each year since, like many customers, evaluate their software needs. For them, each year they have decided to stay with success and stay with TrueBill.

Commitment - Long term employees (many of whom started working for agencies similar to yours) show the commitment our team has to our successful TrueBill implementations. We do whatever it takes to retain our customers because along

with our employees, our customers should be treated with respect and part of our business family.

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

TruePoint Solutions would intent to market this contract on our website, through additional marketing initiatives using digital and other online formats, and while attending and participating in industry related conferences and events.

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

TruePoint Solutions will send out internal communications to our employees and provide a point of contact internally for any questions and/or potential opportunities that arise related to the NCPA program.

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

TruePoint Solutions allows for agencies to submit requests for information via our website. We would expect to follow-up with each individual prospective agency in order to determine their specific interests and tailor fit a solution to meet their needs. The scope of each individual project is unique and therefore does require consultation from TruePoint.

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

TruePoint Solutions Support Team is located in Loomis, CA and is available via telephone 8am-5pm PST. Access to our support website is available 24/7 and customers may request appointments for support outside of normal hours in advance.

- ◆ Green Initiatives

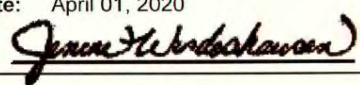
- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,
- Energy conservation, ensure efficient computing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

TruePoint tries to incorporate environmental sustainability into all of our proposal efforts. We prefer to submit all proposals electronically, greatly reducing environmental impacts. All materials provided in hardcopy format are presented in a format permitting easy removal and recycling of paper – i.e., 3-ring binding. In general, TruePoint tries to minimize

to the extent possible the unnecessary use of bulky binders, folders, binding clips or other items that do not conduce to easy recycling. Finally, we have not submitted any or a greater number of samples, attachments or documents not specifically requested.

◆ 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.
- TruePoint is a certified Accela services partner in early 2005, TruePoint has been engaged on well over 130 Accela implementation projects.
- TruePoint Solutions, LLC is an Infor alliance partner in good standing, since 2013.
- TruePoint Solutions is a certified small business in the State of California
- Our company offers contracting vehicles through California’s CMAS and also the Federal GSA Schedule 70.
- Business License/Permit

BUSINESS LICENSE/PERMIT		COUNTY OF PLACER	
"For Services Provided in the Unincorporated Areas of Placer County Only"		JENINE WINDESHAUSEN, TREASURER - TAX COLLECTOR 2976 Richardson Drive • Auburn, CA 95603 Phone: (530) 889-4120	
BUSINESS NAME:	True Point Solutions, L L C	NONTRANSFERABLE	
BUSINESS OWNER:	Kent Johnson	BUSINESS TYPE:	0149
BUSINESS LOCATION:	3262 Penryn Road 100-B Loomis, CA 95650	DESCRIPTION:	Computer Software & Services
TRUE POINT SOLUTIONS, L L C 3262 PENRYN ROAD 100-B LOOMIS, CA 95650		Business License Number: 98179 Expiration Date: April 01, 2020 By: 	
TO BE POSTED IN A CONSPICUOUS PLACE			

- CA Secretary of State Limited Liability Company Statement of Information



State of California Secretary of State

STATEMENT OF INFORMATION (Limited Liability Company)

L



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 06 2010

Date: CMAJ

Debra Bowen
DEBRA BOWEN, Secretary of State

Filing Fee \$20.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. LIMITED LIABILITY COMPANY NAME (Please do not alter if name is preprinted.)

TruePoint Solutions, LLC

This Space For Filing Use Only

DUE DATE:

FILE NUMBER AND STATE OR PLACE OF ORGANIZATION

2. SECRETARY OF STATE FILE NUMBER

200423910170

3. STATE OR PLACE OF ORGANIZATION

California

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE

CITY AND STATE

ZIP CODE

3262 Penryn Rd., Suite 100-B

Loomis, CA

95650

5. CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY)

CITY

STATE

ZIP CODE

3262 Penryn Rd., Suite 100-B

Loomis

CA

95650

NAME AND COMPLETE ADDRESS OF THE CHIEF EXECUTIVE OFFICER, IF ANY

6. NAME

ADDRESS

CITY AND STATE

ZIP CODE

Kent Johnson

3262 Penryn Rd. Ste. 100-B

Loomis, CA

95650

NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER (Attach additional pages, if necessary.)

7. NAME

ADDRESS

CITY AND STATE

ZIP CODE

Kent Johnson

3262 Penryn Rd. Ste. 100-B

Loomis, CA

95650

8. NAME

ADDRESS

CITY AND STATE

ZIP CODE

Robert Strouse

3262 Penryn Rd. Ste. 100-B

Loomis, CA

95650

9. NAME

ADDRESS

CITY AND STATE

ZIP CODE

Keith Hobday

3262 Penryn Rd. Ste. 100-B

Loomis, CA

95650

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California address. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and item 11 must be left blank.)

10. NAME OF AGENT FOR SERVICE OF PROCESS

Tom Balarsky

11. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

CITY

STATE

ZIP CODE

6920 Fair Oaks Blvd., Suite 205

Carmichael

CA

95608

TYPE OF BUSINESS

12. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY

Software Development and Services for Public Sector and Local Government Agencies

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

Matthew Cohagan

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

Matthew Cohagan
SIGNATURE

Business Dev

TITLE

December 2, 2010

DATE

Attachment – Additional Manager or Member (Partner)

Name	Address	City and state	Zip Code
Don Hunsinger	3262 Penryn Rd., Ste 100-B,	Loomis, CA	95650

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.

TrueBill – Utility Billing Solution

In TrueBill UB, TruePoint offers a customer service and billing solution which will enable your Agency to serve your customers more effectively by offering efficient access to account information, service orders, and service based assets. The browser-based software will allow personnel to view and maintain accounts from any terminal without the need for client based software, thus eliminating the burden of complicated communications and synchronization routines. TrueBill enables your agency to work more effectively with features such as:

System Components

- Utility Billing
- Service Orders
- Customer Payment/Inquiry Portal
- Central Cash Management
- Misc. Accounts Receivable
- Full Meter Management
- Conservation Management
- Water Budgeting
- Debt Management
- Backflow Prevention with Field Inspector Portal
- Routing
- Financials Integration
- Standard Work Order/CMMS Integration
- And much more...

The TrueBill solution will increase your staff productivity by giving them better tools that will allow them to provide a higher level of service to your customers.

Global Product Features

- Browser based
- Intuitive, user friendly interface
- Anywhere, anytime access via secure web browser
- User definable screens and queries
- MS Office integration
- Built in notes and alerts functionality
- Embedded Document management
- Customer managed forms
- Customizable Workflows
- Unlimited User Licenses

Microsoft-Centric

- SQL Database
- MS Sharepoint Integration
- MS ASP.Net
- MS Active Directory, single sign on
- Easily extend applications to external/mobile devices such as laptop, phone, kiosk
- MS SQL Reporting
- MS Office integration
- Ease of integration with 3rd party applications via Web Services
- Standard interfaces to many 3rd party Financial systems and Asset Management systems

System Design

Customer Service – Account Inquiry and Maintenance

The TrueBill Account Inquiry screen is designed to give Customer Service Agents an overview of a customer’s information to answer and take action on most of the customer calls on the first screen. For the calls that require more detailed information, the screen is designed with links and tabs to get the Customer Service Agent to the information as quickly as possible without lengthy lookups or the need to navigate through several screens.

The screenshot shows the TrueBill Account Inquiry screen for Amanda Roper. The interface includes a top navigation bar with options like Refresh, Add Log, Add Alert, Add Service Order, Add Pending Charge, View Map, and Attachments. The main content area is divided into several sections:

- Account Information:** Account # 000131-90, Residential, Amount Due \$149.80, Pending Charges \$0.00, Pending Payments \$149.80. Customer: Amanda Roper. Service Address: 1497 Storey St. Meridian, ID 83646. Status: Activated. Alerts: No Checks - Customer has three NSF charges.
- Current Usage:** Water Service (As of August 2015: 0 Gal x 1000) and Sewer Service (As of August 2015: 0 Gal x 1000). A table shows usage for July and August.
- Services:** Water Service (3/4" Flat Water - 1.0000 connection) and Sewer Service (Metered Service, 3/4" Vehicle, 0.75in).
- Service Orders:** 1 item, Request Type: Submitted, Status: Open, Final Read: 08/04/2015.
- Logs:** 5 items, including alerts and service changes.
- Quick Links:** Contact, Owner, Suspend Account, Suspension History, Move In / Move Out Tool, Estimate Bills, Delinquency History, Payment Arrangement, Mortgage Loans, Create Credit Memo, Create Invoice, Create Payment, Create Refund, Collecting Payment.

Figure 1 – Account Inquiry Screen

Service Orders

The TrueBill Service Order Module is a highly customizable service orders system that can handle items from escalation of customer inquiries, to orders for the replacement of utility services.

Specialized Service orders can be set up with service order Request Types, Tasks and Activities. Within this structure the service orders can:

- Be assigned and reassigned
- Be scheduled and rescheduled
- Collect custom data
- Attach costs and budget information
- Track pertinent account history

Rather than forcing your Agency to “fit” business processes into predetermined and hard coded service orders or tasks, TrueBill’s strength is its ease in setting up and configuring service orders to meet your Agency’s specific business needs. Service orders can even be configured to trigger other system actions through the “workflow” feature.

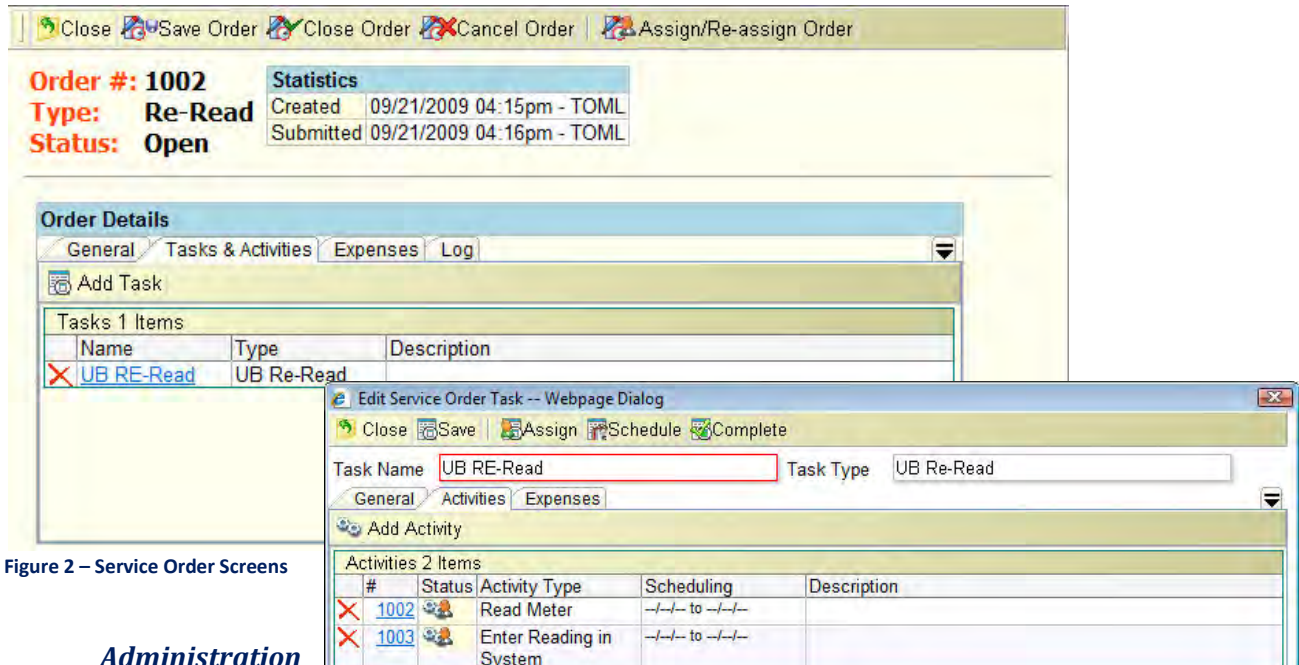


Figure 2 – Service Order Screens

Administration

TrueBill Administration functionality allows staff to easily configure, maintain and upgrade the software without lengthy processes or procedures. It also allows staff with proper security rights to establish access group permissions, create user accounts and assign users to access groups.

Configuration

It has been our experience that systems requiring complex formulas to be configured and run for account inquiry and billing calculation cause inefficient access times and lengthy billing batch runs. The TrueBill system has been designed to minimize the need for formulas by allowing built in Charge Basis types for billing calculations. This offers, among others, the advantages of reducing configuration time, reducing testing cycles, and shorter, more efficient billing calculation runs.

Maintenance

The configuration, maintenance and modification of the system, including security, rates, service order types, and the like can also be accomplished without the need for extensive technical training.¹ This allows the maintenance of the system to be accomplished by business expert personnel instead of limiting it to the Information Technology group.

Ad Hoc Queries

A powerful tool – one that is easily accessible by users throughout TrueBill – is the ability to look up specific information using customized search queries. Only the data columns that are applicable are returned, and specific filters to the data are defined so that you only get the information you require. Key features include:

- Choose columns to display
- Define the filter criteria for the data returned

¹ With the appropriate credentials and access

- Sort the results
- Export the results to CSV, Excel, text or Word
- Define private or public queries or by user access roles
- Define the number of rows to be returned for each page

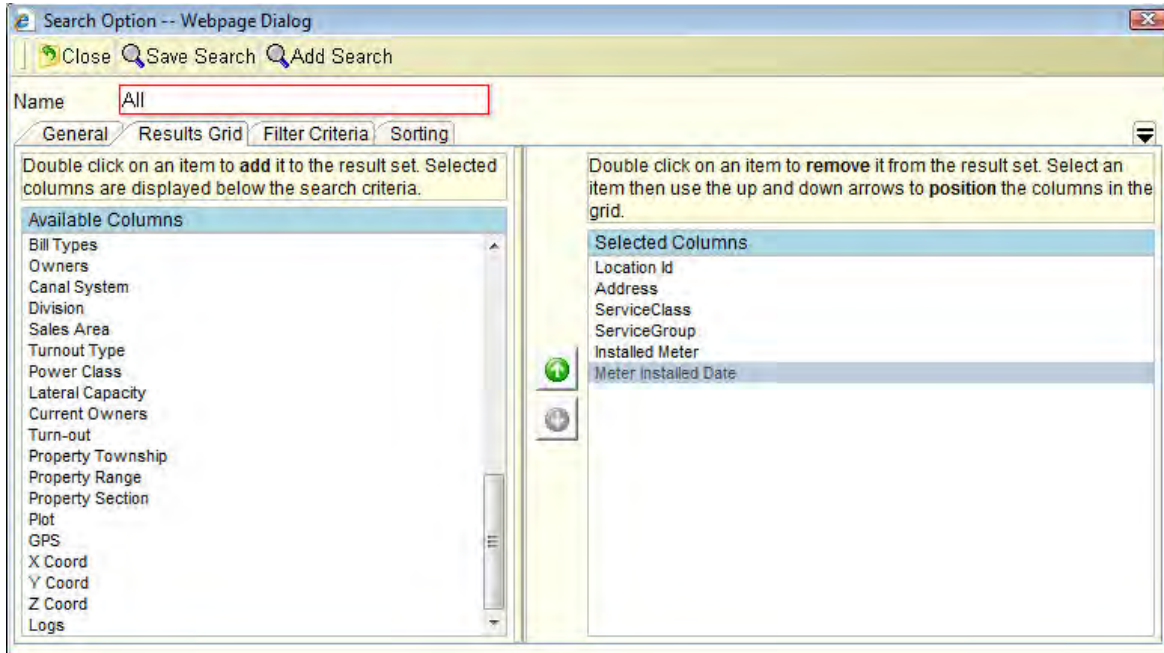


Figure 3 – Ad Hoc Query Search Engine

Customer Accounts

In the block diagram below the customer account structure has been provided to illustrate the relationships of the system.

It is this enhanced account structure that allows for multiple accounts and service locations to be linked to one customer. The customer accounts in TrueBill also provide enhanced customer service capabilities. Easy to read, easy to interpret account summaries provide quick overviews of outstanding invoices and historical information to account reps.

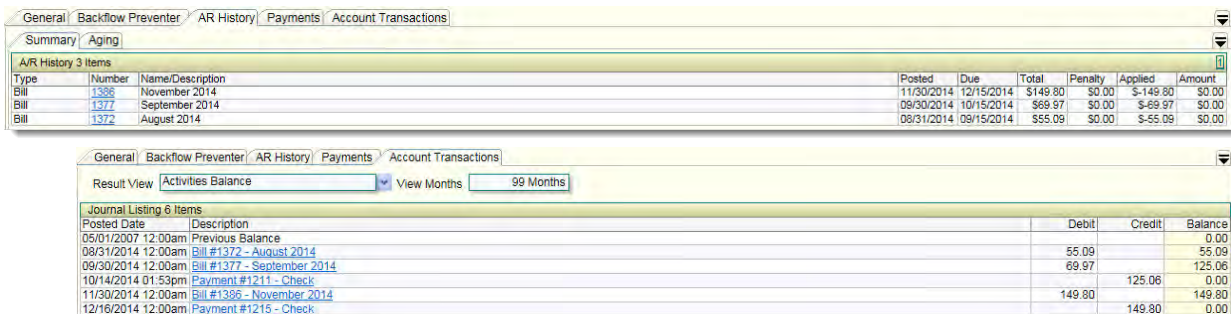
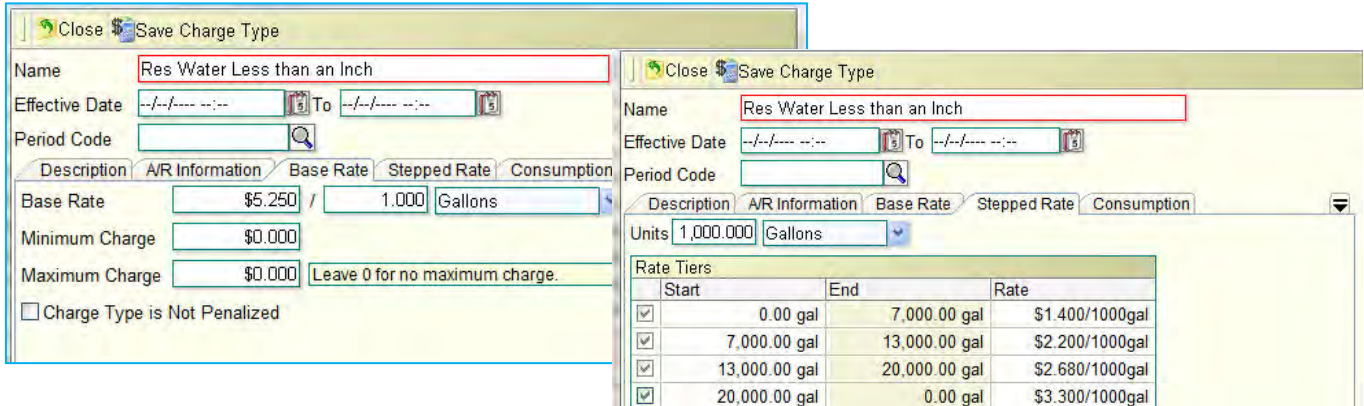


Figure 4 – Enhanced Customer Service Capabilities

TrueBill also accommodates multiple rate methods and structures that are easily configured and controlled. Customers are charged for services according to specified rate combinations that can be broken down by many factors including:

- Account class
- Agency
- Bill type
- Service type
- Meter size
- Many more



Bill Generation

Generating bills for a period takes only a few minutes on average allowing more time to ensure that billing is correct. Each bill is itemized to include run-times, consumption, and prior balances for your customers as well as customer specific information supplied to the Agency.

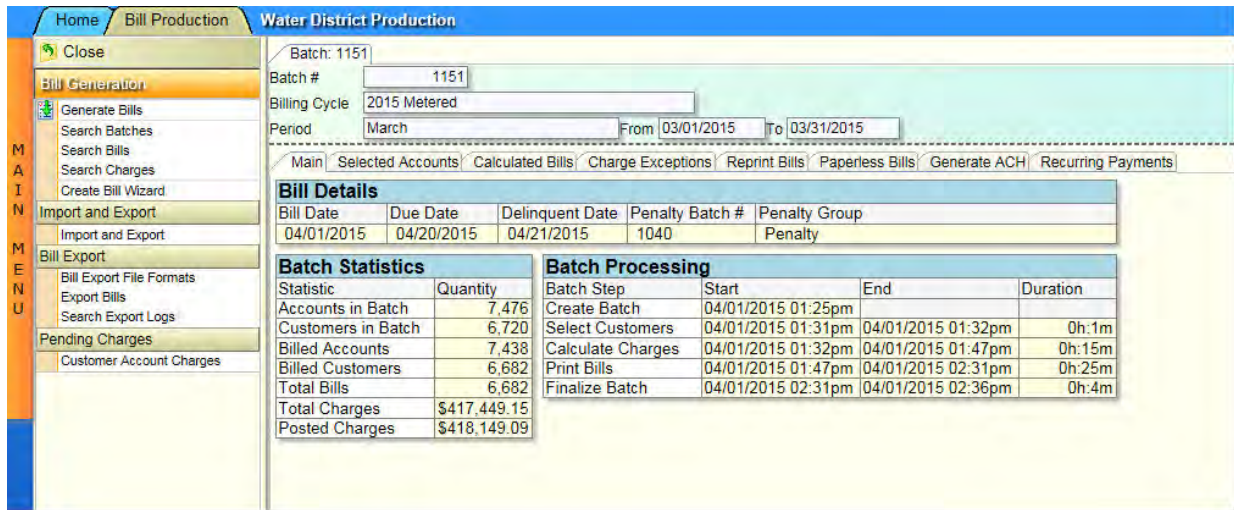


Figure 6 – Generate Bills Screenshot

Billing can also be generated for “what-if” scenarios to determine the impacts of rate changes in the system. These scenarios can be based upon a distinct group of customers or on the entire Agency.

Accounts Receivable

TrueBill automatically routes payments, charges, credits, transfers, and deposits into the correct revenue, cash, and expense account structures. These structures are defined by your Agency to match the information in their chart of accounts. TrueBill automates this process for each receivable and payment applied to the system.

Maintenance agreements, construction projects, and time and materials invoices can be tracked, billed, and paid through the system. Standard labor rates, materials costs, and taxes can also be collected. For long running projects the invoices may be incrementally created and remain open until project milestones are met.

The screenshot shows a web-based invoice entry form. At the top, there are navigation buttons: Close, Save Invoice, Post, Reset, and Print. The invoice status is 'Not Posted'. The form fields include:

- Invoice #: 15993
- Due Date: 07/20/2015
- Posted: --/--/----
- Invoice Date: 08/04/2015 08:13pm
- Delinquent: 07/21/2015
- Sales Tax: [Search]
- Type: [Search]
- Name: [Search]

The 'Bill To' section contains:

- Customer Account #: 000201-00
- Name: Gaylee S Lovelace
- Address: 300 Camino Del Oeste
- City, State, ZIP: Bakersfield CA 93309

The 'Balance' summary shows:

- Sub Total: \$80.00
- Sales Tax (0.000): \$0.00
- Invoice Total: \$80.00**
- Amount Paid: \$0.00
- Amount Due: \$80.00**

The 'Line Items' section is active, showing a table with the following data:

Item	Description	Quantity	Amount	Unit	Total	Tax
Tier 2 Hydrant	Hydrant fee per 3,750 gallons	1.0000	80.0000	3750Gal	\$80.00	<input type="checkbox"/>
		0.0000	0.0000		\$0.00	<input type="checkbox"/>

Figure 7 - Invoice Screen Shot

TrueBill allows an agency to quickly and easily report on sales for multiple categories for aging, collections, payments, and credits. This eases the challenge of identifying questionable receivables.

Reporting

All reporting for TrueBill is accomplished using Microsoft Reporting Services. Agencies can create their own reports or modify standard reports included in the software. This open reporting model allows reports to be created using a “what you see is what you get” report designer. To streamline the process, Reporting Services is fully integrated into TrueBill so users never leave the billing system to run, print and export report data.

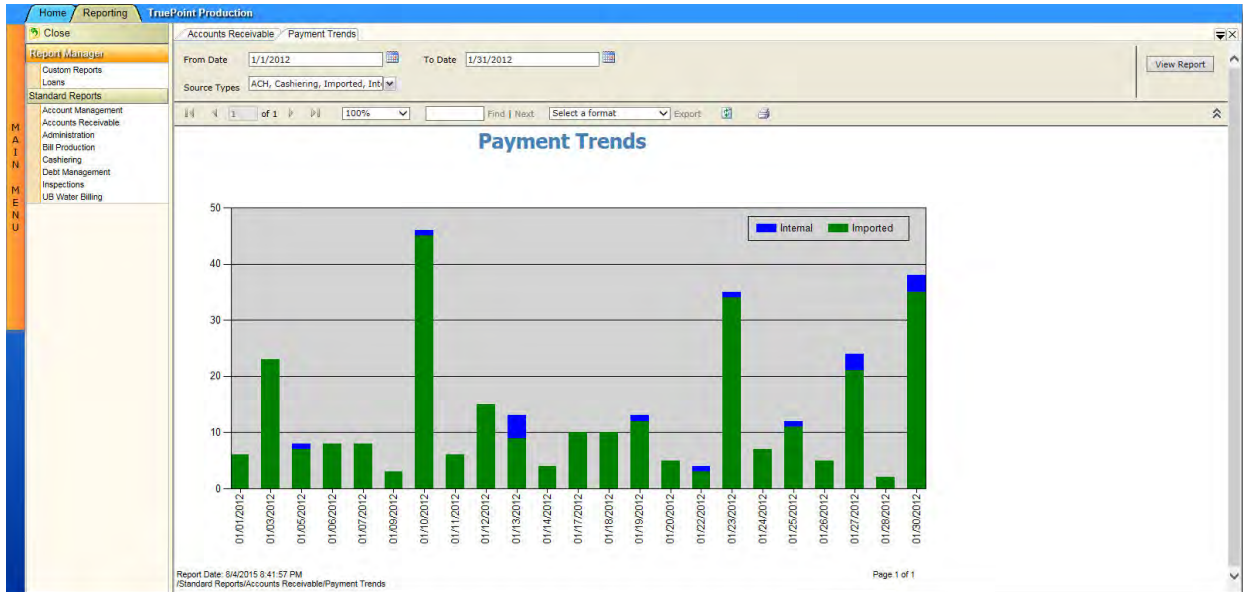


Figure 8 - Report Generation

Statement/Invoice/Bill Presentment

Statements, invoices, and bills in TrueBill are customizable to provide the information that customers need to assist them in paying for services. Custom tear-offs, remittance slips, preprinted forms, and envelopes can be accommodated. Current and prior statements can be reprinted at any time to include current payments and amounts.

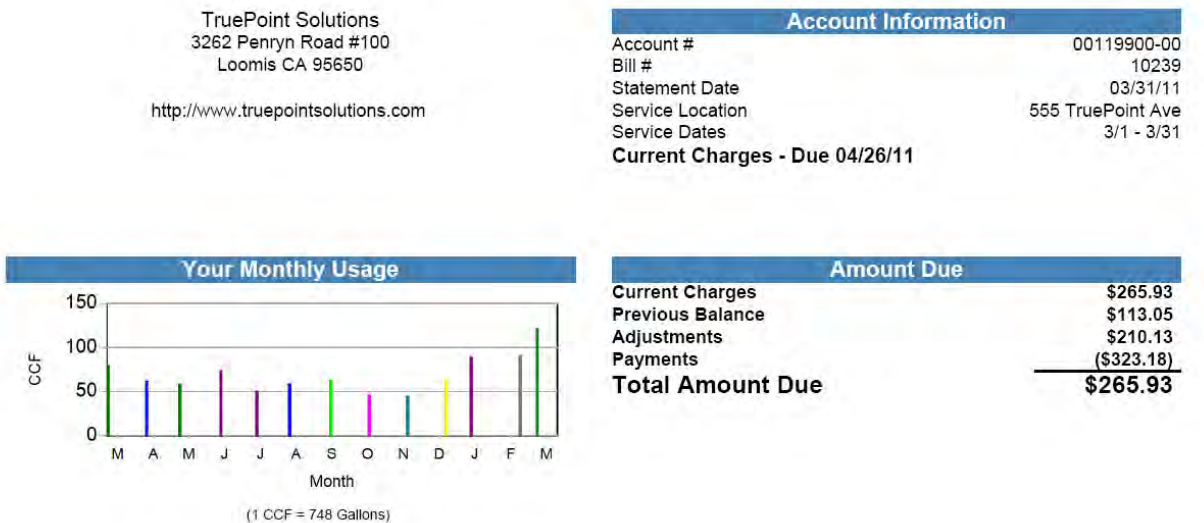


Figure 9 – Bill Statement Example

Route Management

TrueBill allows users to create, edit and maintain address routes through Route Management. This feature allows for defining route numbers, assigning service locations to routes, viewing and re-arranging the sequence order of service addresses within a route. It also allows the user to auto-sequence the route based on the order in which readings were ‘walked’ within the route.

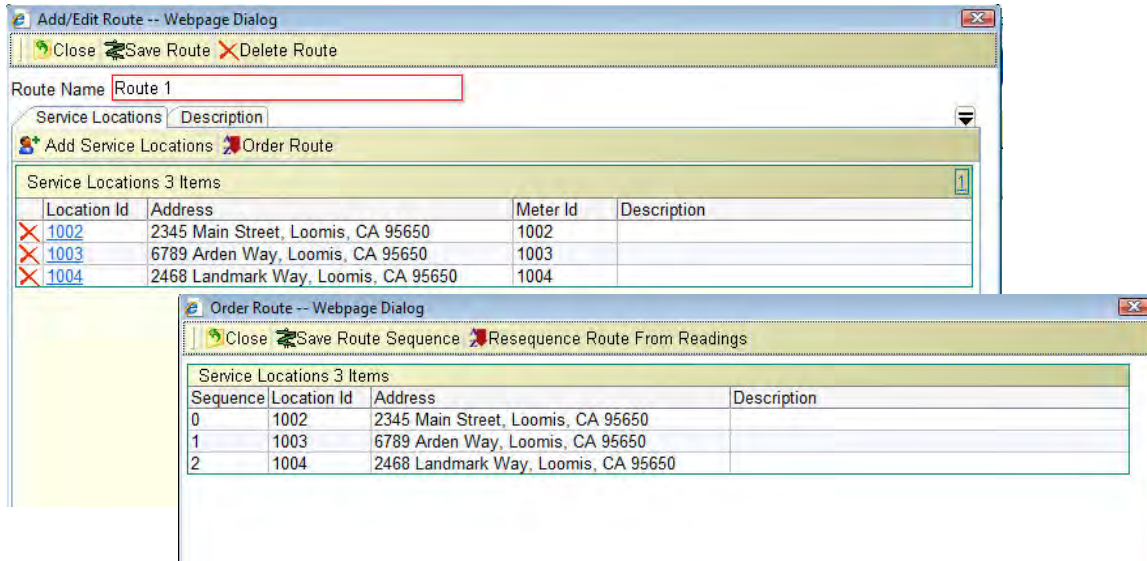


Figure 10 – Route Management Screen Shots

Reading Review

TrueBill allows the user to review meter readings imported from outside meter reading systems. With the Reading Review feature, the user can:

- Review usage statistics using one of several TrueBill algorithms to identify items such as High Usage, Low Usage, rollovers, missing or zero consumption, usage at inactive or suspended accounts, low side usage and many other statistical items
- Include Reader Code information from your readers system such as Tempers and Leak Detections
- Issue service orders such as re-reads or meter leak inspections upon reviewing exceptions
- Estimate consumption on readings that were not able to be gathered in the field
- Manually enter readings when necessary.

The Reading Review can be configured to automatically highlight many different exceptions based on your Agency rules and regulations for abnormal readings.

Select	Hold	Location	Meter Id	Reading Date	Reading	Usage/Normal	Prev Reading	Reading By	Reader Code	Estimate Code	Reading Type	Reader Method	Comments
<input type="checkbox"/>	<input type="checkbox"/>	000128 313 E Montgomery Ave	000123 3/4" Vehicle 0.75in	12/11/14 12:00pm	28gal x 1,000	5gal x 1,000	11/12/14 02:35 pm	ireilford			Manual		
<input type="checkbox"/>	<input type="checkbox"/>	000128 313 E Montgomery Ave	000123 3/4" Vehicle 0.75in	12/15/14 12:00pm	25gal x 1,000	1gal x 1,000	12/11/14 12:00 am	ireilford			NULL	Not Specified	
<input type="checkbox"/>	<input type="checkbox"/>	000128 2102 N Lark Pl	000788 3/4" Vehicle 0.75in	12/11/14 12:00am	31gal x 1,000	7gal x 1,000	11/12/14 02:35 pm	ireilford			Manual		
<input type="checkbox"/>	<input type="checkbox"/>	000128 2102 N Lark Pl	000788 3/4" Vehicle 0.75in	12/15/14 12:00pm	31gal x 1,000	0gal x 1,000	12/11/14 12:00 am	ireilford			NULL	Not Specified	
<input type="checkbox"/>	<input type="checkbox"/>	000456 118 W Cherry Ave	000456 3/4" Vehicle 0.75in	12/11/14 12:00am	23gal x 1,000	5gal x 1,000	11/11/14 12:00 am	ireilford			Manual		
<input type="checkbox"/>	<input type="checkbox"/>	000456 118 W Cherry Ave	000456 3/4" Vehicle 0.75in	12/15/14 12:00pm	44gal x 1,000	21gal x 1,000	12/11/14 12:00 am	ireilford	Tamper		NULL	Not Specified	
<input type="checkbox"/>	<input type="checkbox"/>	000130 201 E Walnut St	000010 3/4" Vehicle 0.75in	12/11/14 12:00am	30gal x 1,000	8gal x 1,000	11/11/14 02:35 pm	ireilford			Manual		
<input type="checkbox"/>	<input type="checkbox"/>	000130 201 E Walnut St	000010 3/4" Vehicle 0.75in	12/15/14 12:00pm	60gal x 1,000	30gal x 1,000	12/11/14 12:00 am	ireilford			NULL	Not Specified	
<input type="checkbox"/>	<input type="checkbox"/>	000131 1497 Storey St	000011 3/4" Vehicle 0.75in	12/15/14 12:00pm	30gal x 1,000	8gal x 1,000	11/12/14 02:35 pm	ireilford			NULL	Not Specified	
<input type="checkbox"/>	<input type="checkbox"/>	1035432101 123 Main St	M1135542 3/4" Manual 0.75in	06/12/13 07:36pm	5,748cf x 100	328cf x 100	02/15/13 12:00 pm	ireilford	Leak		Manual		
<input type="checkbox"/>	<input type="checkbox"/>	711632101 897 Fair Oaks Blvd	V1175471 3/4" Vehicle Read 0.75in	06/12/13 07:34pm	7,623cf x 100	101cf x 100	Reading is 44.0% lower than normal Using statistics from Seasonal Average.	ireilford			Manual		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2126574801 123 Main St	V1123496 3/4" Manual 0.75in	06/12/13 07:35pm	1,942cf x 100	188cf x 100		ireilford			Manual		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2135632103 8955 Hidden Ave	V8305732 5/8" Vehicle Read 0.63in	06/12/13 07:36pm	24cf x 100	98cf x 100		ireilford			Manual		
<input type="checkbox"/>	<input type="checkbox"/>	4049655201 1021 Zinfandel Way	M178097E 1" Manual Read 1in	06/12/13 07:33pm	3,520cf x 100	168cf x 100		ireilford			Manual		

Figure 11 -Usage Reading Review Screen Shot

Cash Receipting

The TrueBill Cash Receipting /Point of Sale system allows distributed, secure real-time payment processing and receipt printing. Rapid keyboard input as well as optional BAR Code scanning, interfaces to cash drawers, receipt printers as well as automated remittance processing systems are standard. Tight security and full audit trail reporting assure compliance with your internal controls.

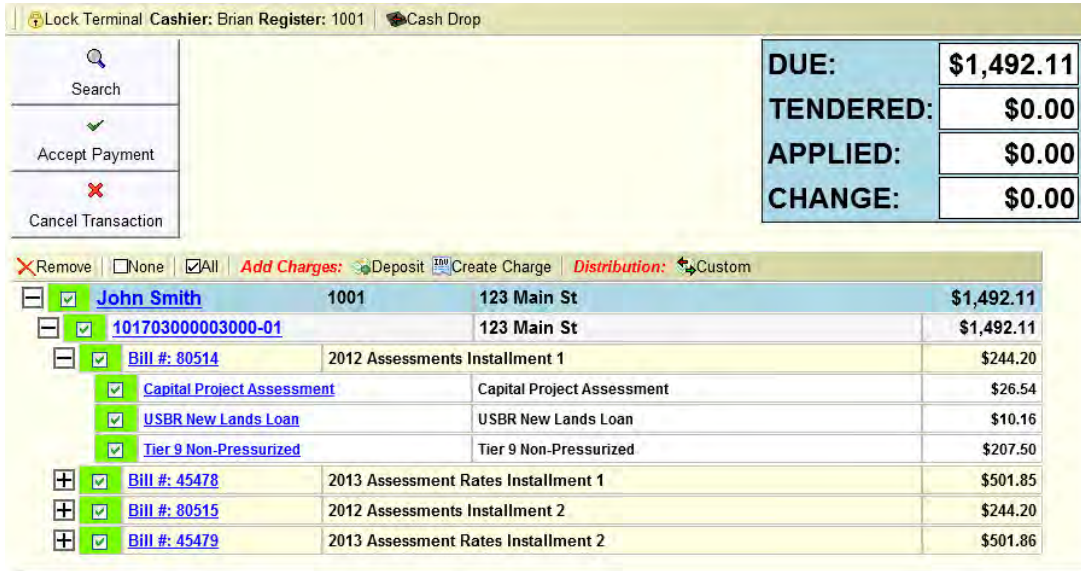


Figure 12 – Cash Receipting Screenshot

Debt Management

TrueBill will allow the user to manage delinquent accounts through the Debt Management module. With the Debt Management feature, users can:

- Create collection processes for multiple account types
- Mirror your collections process with our user defined steps
- Automatically generate service orders for accounts eligible for service shut off
- Automatically apply fees to accounts in the collections process



Figure 13 - Collection Process Screen Shots

Customize Workflows

TrueBill will allow users to customize areas of the system that need to be extended to incorporate specific agency requirements. This could range from messages that would be displayed to the user to more advanced automation features that increase productivity.

Key Features:

- Create an Unlimited number of Rules
- Show Customized Messages or Warnings
- Select the available Rule Event such as OnLoad, OnAdd, OnUpdate, etc.
- Select the predefined Rule Target that can send an email, execute stored procedures, etc.

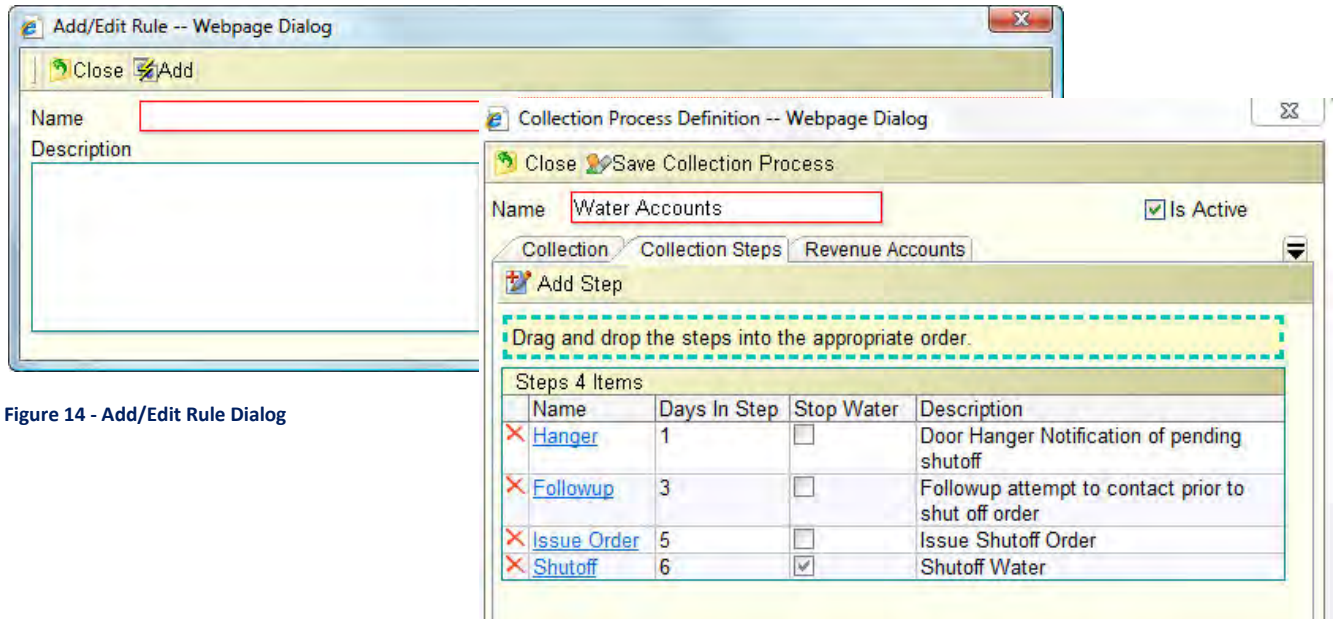


Figure 14 - Add/Edit Rule Dialog

Example of the available events from service orders:

Name	Description
OnAssign	Event to be processed when the assignment value changes during an update.
OnReassign	Fires when the request is about to be reassigned. This event fires if the request was previously assigned.
OnAfterAdd	Event that is processed after the service request is first created.
OnBeforeDelete	Fires when the request is about to be deleted. The transaction not open at this time.
OnBeforeUpdate	Fires when the request is about to be updated.
OnAfterDelete	Fires after the request has been deleted. The transaction is open at this time and can be rolled back.
OnAfterUpdate	Fires after the request has been updated. The transaction is open at this time and can be rolled back.
OnBeforeValidate	Fires before validation occurs on the object. This gives the opportunity to manipulate the data prior to the validation event.
OnAfterValidate	Fires after validation occurs on the object. If common validation fails then this event will not fire.
OnBeforeSave	Fires before an add or an update. A transaction will be open at this point that will roll back any changes if subsequent events fail.
OnAfterSave	Fires after an add or update has been processed.

Figure 15 - Service Orders Events Sample

TrueCIP – Customer Information Portal

TrueCIP is an online application that gives your customers immediate access to account and billing history. Features of TrueCIP include the ability to make payments, submit service orders, and check billing and usage history in up-to-the-minute customer account views.

The TrueCIP software breaks the limits of content based web strategies by interactively communicating with the TrueBill database. This provides online functional capabilities that go far beyond the typical Utility agency’s current web capabilities.



Figure 16 – Portal Billing History Diagram

Product Benefits and Features

24 hours a day, 7 days a week, 365 days a year, from anywhere that you have internet access.

- Make payments
- Check usage and billing status
- View Graphical Consumption Summaries
- Create and submit Service Orders
- Quickly see the status of all accounts
- Secure, PCI Compliant payment processing
- Reduced staff labor time

Detailed account history, including consumption history, billing and payment history and current bill amount can be displayed in the portal. Customers can securely interact with the Agency 24 hours a day/7 days a week to make payments and check account status while receiving answers to most of their questions online.

Integrate your Utility Operations...

TruePoint Solutions

...with our Utility Billing Customer Information Hub

- Harness the power of integrated CIS/Asset Management and GIS systems
- Why settle for just a Utility Billing system when you have the opportunity to implement an overall Customer Information Management Strategy that includes integrated Utility Billing, Asset Management and GIS systems?

The screenshot displays a web-based GIS interface. On the left, there is a navigation pane with a tree view of data layers. The main area shows a map with several blue icons representing meters. A pop-up window titled 'Meter ID: 32560376' provides detailed information for a selected meter. Below the map, there are links for 'Open Meter' and 'Zoom to'.

Meter ID: 32560376	
Meter Type:	BA_2_5D
Size:	2.0000
Meter Units:	CF x 100.0000
Serial #:	32560376
Reader:	Badger
Manufacturer:	Badger
<hr/>	
Location Id:	0000553
Meter Serial #:	32560376
Location:	5210 MONISON AVE
Meter Type:	BA_2_5D
Register Internal Id:	70838148
Installed:	Tue Jan 3 2006
Account Class:	Commercial

- Browser Based
- MS SQL
- Full Web Services Integration
- SRS Reporting
- Active Directory

www.truepointsolutions.com

3262 Penryn Rd., Suite 100-B, Loomis, CA 95650 tel: 916-259-1293

- ◆ Respondents must define the types of billing services they are providing, categorize those services and provide a matrix of pricing for each service, based on the transactions per period, or a similar metric.

TruePoint Solutions offers billing services for Water (Potable and Recycled), Sewer, Refuse and other miscellaneous billings. Please refer to our pricing matrix provided as a separate file.

- ◆ Minimum services required – Water, Sewer, Waste Collection, Gas, Electric, Property Management billing services. Billing services must be available via traditional mailed services and or via electronic commerce services by email or website based. Companies that can provide both options are preferred.

TruePoint Solutions offers billing services for Water (Potable and Recycled), Sewer, Refuse and other miscellaneous billings. Please refer to our pricing matrix provided as a separate file.

- ◆ Companies are encouraged to provide detailed information about their underlying technology and to provide a robust list of value added and stand alone products and services related to billing services.

Our solutions are not tired legacy applications with a new user interface bolted on top. They are built from the ground up using current generation tools, development platforms and techniques. We believe it is in the best interest of the Agency to select a solution that is based upon the most current ‘proven’ technologies.

TruePoint billing products are designed to operate using the latest browser-based technology and take full advantage of web services architecture.

TruePoint is a Microsoft partner and a member of the Microsoft Developer Network. We have made a commitment to the Microsoft platform and we believe SQL Server to be the best database option available. By leveraging Microsoft’s other products like Office, SQL Reporting and Active Directory, TruePoint can provide a robust application while easily integrating to Region 14 ESC’s other core IT platforms and systems.

- ◆ Pricing should be given as a matrix of service options, including Full Service, based on the number of period transactions or a well-defined similar metric. Discounts for NCPA members must be clearly defined in each respondent’s price program. All prices should be shown only as part of Tab VII.

As recommended, we have provided our Pricing as a separate file. Please refer to our Pricing Proposal for details.

Tab 7 – Pricing

- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Pricing should be given as a matrix of service options, including Full Service, based on the number of period transactions or a well-defined similar metric. Discounts for NCPA members must be clearly defined in each respondent's price program.
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

We have included our pricing as a separate electronic document.

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.
- ◆ Additional related products and services respondents provide should also be included in the price proposal.

In addition to TruePoint’s own suite of products for utility billing, TruePoint’s offerings also extend to professional services related to the Infor Public Sector suite of software products for Asset Management and Community Development, the Accela suite of Civic Solutions and the DigEplan product for electronic plan review.

These professional services offerings include, but are not limited to project management, business analysis, system configuration, testing, data migration, 3rd-party interface development, training, report development and support.

These additional offerings are available at the listed Professional Services – By Category rates listed within our price list.

Tab 9 – Required Documents

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

We have provided these documents below.

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 TruePoint Solutions, LLC

Print Name Kent Johnson

Address 3262 Penryn Rd., Suite 100-B

City, State, Zip Loomis, CA 95650

Authorized signature 

Date November 18, 2020

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

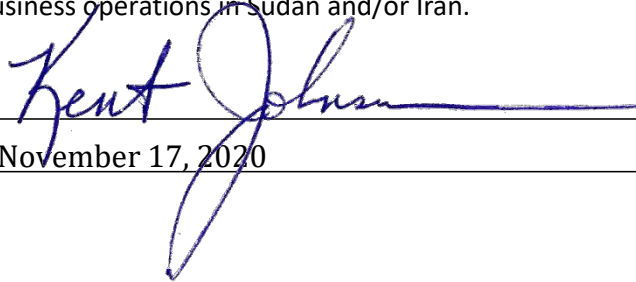
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

Business Operations in Sudan, Iran

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

Authorized signature



Date

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 TruePoint Solutions, LLC

Address 3262 Penryn Rd., Suite 100-B

City/State/Zip Loomis, CA 95650

Telephone No. 916-259-1293

Fax No. 916-259-1293

Email address kjohnson@truepointsolutions.com

Printed name Kent Johnson

Position with company Chief Executive Officer

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>

