

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT to the Piggyback Agreement for Debtbook Cloud Based Software Subscription No. 1629 dated _____, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as “CITY”,

and

FIFTH ASSET, INC., a Delaware corporation, having its office and place of business at 300 W Summit Ave Suite 110, Charlotte, NC 28203, hereinafter referred to as “CONTRACTOR” (collectively, the “Parties,” and each a “Party”)

WHEREAS, OMNIA Partners (formerly the National Cooperative Purchasing Alliance, “NCPA”) and Fifth Asset, Inc. d/b/a DebtBook (“CONTRACTOR”) entered into NCPA/OMNIA Contract No. 14-03 for Debt and Lease Management Software and Consulting Services on August 16, 2021; and

WHEREAS, the Parties entered into Piggyback Agreement for Debtbook Cloud Based Software Subscription No. 1629 on November 14, 2022, ("Original Agreement"), and approved by City Ordinance No. 2023-13; and

WHEREAS, the cooperative contract Contract No. 14-03, under which the Original Agreement was awarded, remains in effect through July 31, 2026, and any contracts or purchase orders executed prior to that date remain governed for their full term, as evidenced by the Status & Coverage Confirmation Letter attached hereto and incorporated herein as Exhibit “1,” and

WHEREAS, the CITY and CONTRACTOR have mutually agreed to extend the Original Agreement for one (1) additional two (2) year period.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement No. 1629 effective November 14, 2022, approved and adopted by Ordinance No. 2023-13, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.
3. The parties acknowledge and agree that the contract amount has been revised to thirty-eight thousand three hundred and ninety dollars (\$38,390.00) for the new contract term, as set forth in the Pricing Schedule attached hereto and incorporated herein as Exhibit “2.”
4. The parties hereto agree to extend the Original Agreement No. 1629 for one (1) additional two-year period, ending November 13, 2027 under the same terms and conditions.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assigns and shall be fully effective as though the extension and amendment had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPAÑO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

Fifth Asset, Inc.

Witnesses:

Jack Kilgore
Jack Kilgore
(Print or Type Name)

[Signature]

Rich Roddey
(Print or Type Name)

By:

[Signature]
Hunter Robinson, Treasurer & Secretary

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 3 day of November, 2025, by Hunter Robinson as Treasurer & Secretary of Fifth Asset, Inc., a Delaware corporation on behalf of the corporation who is personally known to me or who has produced _____ as identification.

NOTARY'S SEAL:

Amy Mourning O'Brien
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
November 13, 2027

Amy Mourning O'Brien
NOTARY PUBLIC, STATE OF NC

Amy Mourning O'Brien
(Name of Acknowledger Typed, Printed or Stamped)

202231900010
Commission Number



Fifth Asset, Inc. d/b/a DebtBook ("DebtBook")
PO Box 667950
Charlotte, NC 28266

October 30, 2025

City of Pompano Beach, FL ("Customer")
100 West Atlantic Blvd.
Pompano Beach, FL 33060

RE: OMNIA Agreements

Dear Customer,

We are writing to inform you that the current OMNIA agreement (Contract Number 14-03) under which DebtBook provides products and services is scheduled to conclude on **July 31, 2026**. Please note, however, that this agreement will continue to govern and cover any existing contracts or purchase orders executed prior to that expiration date, for the duration of their respective terms.

DebtBook has submitted a bid to OMNIA Partners for a new agreement intended to replace the current one upon its expiration. We will provide further updates as additional information becomes available regarding the award and effective date of the new OMNIA agreement.

DebtBook will continue to honor Contract Number 14-03 through the remainder of the Term of Customer's agreement, regardless of the outcome of the bid.

We appreciate your continued partnership and look forward to supporting your organization without interruption.

Sincerely,

Liam Resch

Liam Resch, Counsel & Assistant Secretary

Cc: Michael Juby, Chief Financial Officer & Vice President



City of Pompano Beach, FL

100 West Atlantic Blvd.
Pompano Beach, FL 33060
United States

Allison Feurtado
allison.feurtado@copbfl.com
954-786-4501

Quote created: November 5, 2025
Quote expires: December 5, 2025
Quote created by: Jack Kilgore

The proposed pricing set forth below is based on an initial term of 24 months and includes the products and services listed below.

Treasury

Item & Description		Year 1	Year 2
Debt Accounting	List Price	\$5,000.00	\$5,000.00
Annual recurring fee for DebtBook's debt accounting software-as-a-service application provided to Customer through access to the Application Services	Discount	(\$2,600.00)	(\$2,520.00)
	Subtotal	\$2,400.00	\$2,480.00
Debt Management Core	List Price	\$20,000.00	\$20,000.00
Annual recurring fee for DebtBook's debt management software-as-a-service application provided to Customer through access to the Application Services	Discount	(\$10,600.00)	(\$10,310.00)
	Subtotal	\$9,400.00	\$9,690.00

Compliance

Item & Description		Year 1	Year 2
Lease & SBITA Management Complete	List Price	\$15,000.00	\$15,000.00
Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services	Discount	(\$7,900.00)	(\$7,680.00)
	Subtotal	\$7,100.00	\$7,320.00

Annual Summary

	Year 1	Year 2
Recurring Subscription Fees	\$18,900.00	\$19,490.00
One-Time Implementation Fees	\$0.00	
Annual Total	\$18,900.00	\$19,490.00
TOTAL CONTRACT VALUE		\$38,390.00

The pricing and terms in this proposal are preliminary and subject to change. Final pricing will be confirmed only on the execution and delivery of a formal agreement between the parties.

ORDINANCE NO. 2023- 13**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PIGGYBACK AGREEMENT FOR A DEBTBOOK CLOUD BASED SOFTWARE SUBSCRIPTION BETWEEN THE CITY OF POMPANO BEACH AND FIFTH ASSET, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Piggyback Agreement between the City of Pompano Beach and Fifth Asset, Inc. for the purchase of DebtBook Licenses; a copy of the Agreement is attached and incorporated by reference as if set forth in full.

SECTION 2. That the proper City officials are authorized to execute the Agreement between the City of Pompano Beach and Fifth Asset, Inc.

SECTION 3. If any provision of this Ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this

Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 25th day of October, 2022.

PASSED SECOND READING this 8th day of November, 2022.

DocuSigned by:

Rex Hardin

502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:

Asceleta Hammond

62AB0835850F4A1...

ASCELETA HAMMOND, CITY CLERK

/jrm

9/22/22

l:ord/2022-287

Contract No. 1629

DocuSigned by:



AGREEMENT FOR DEBTBOOK CLOUD BASE SOFTWARE SUBSCRIPTION (No.1629)**BETWEEN****CITY OF POMPANO BEACH, FLORIDA****AND****FIFTH ASSET, INC.**

THIS AGREEMENT made and entered into on November 14, 2022, (hereinafter "Effective Date") by and between:

CITY OF POMPANO BEACH, a municipal corporation organized and existing under the laws of the State of Florida, having its principal office at 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, referred to here as "City."

and

FIFTH ASSET, INC., a Delaware corporation authorized to do business in the state of Florida, whose mailing address is 300 West Summit Avenue, Suite 110, Charlotte, NC 28203 (hereinafter "Contractor").

City and Contractor may also be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City wishes to enter into this Agreement for purchase of software subscription services to the DebtBook cloud based platform (hereinafter "Agreement") with Contractor; and

WHEREAS, the Code of the City of Pompano Beach at Section 32.41(C) provides authority for the City Manager to piggyback City purchase of goods and services with state or local public contracts within certain codified guidelines, which guidelines have been met; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between National Cooperative Purchasing Alliance (NCPA), and in accordance with said agreement a copy of which is referenced hereto as Exhibit A and adopted in its entirety by City and Contractor (hereinafter "NCPA's Contract"), together with and including contract renewals, amendments and change orders to the extent applicable hereto; and

WHEREAS, the City Manager has determined that piggybacking with the NCPA's Contract is necessary for access to the DebtBook platform and is the most economically advantageous way to procure this necessary software as a service in a timely and efficient manner.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. RECITATIONS. The foregoing "WHEREAS" clauses are hereby adopted and incorporated herein.

2. TERM. The term of this Agreement shall commence on the Effective Date and continue through three (3) years unless terminated earlier or extended by the Parties.

3. CONTRACT TERMS. Contractor agrees to all terms and conditions within the NCPA's Contract, with the NCPA's which is hereby incorporated into this Agreement for all purposes. In the event of conflict between the NCPA's Contract and this Agreement, the order of priority shall be: (1) this Agreement; (2) the NCPA's Contract and (3) Exhibit "B" Contractor's Proposal dated June 22, 2022.

As defined within the NCPA Contract, City and Contractor may enter into this separate supplemental agreement to further define the level of service requirements and terms over and above the minimum defined in the NCPA Contract. The supplemental terms are as follows:

A. City shall pay Contractor no more than the unit prices for the same services set forth in the NCPA's Contract and in accordance with the provisions of the NCPA's Contract in the total amount Not to Exceed forty three thousand two hundred and fifty dollars (\$43,250.00) over three years, in accordance with Exhibit B Contractor's Proposal attached and incorporated herein.

B. City of Pompano Beach shall be deemed substituted for NCPA and Region 14 ESC, with regard to any and all provisions of the NCPA's Contract, including, for example and without limitation, with regard to insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions below. All recitals, representations and warranties of Contractor made in the NCPA's Contract are restated as if fully set forth herein, made for the benefit of City, and incorporated herein.

C. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

D. Both parties agree that City may terminate this Agreement for any reason with ten (10) day notice to Contractor.

E. Public Records and Retention: City is a public agency subject to Chapter 119, Florida Statutes. Contractor and its subcontractors shall comply with public records laws, specifically to: 1) Keep and maintain public records required by the City in order to perform the service; 2) Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the

Contractor does not transfer the records to the City; and 4) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

Failure to comply with said statutory requirements may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

4. ASSIGNMENT. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

5. NOTICE. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

For City:

Allison Feurtado
100 West Atlantic Blvd.
Pompano Beach, FL 33060

Copy to:

Mark E. Berman City Attorney
P.O. Box 2083

Pompano Beach, Florida 33061

For Contractor:

Chief Executive Officer
300 W. Summit Avenue, Suite 110
Charlotte, NC 28203

6. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

7. SEVERABILITY. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable, this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from and in lieu of such illegal, invalid or unenforceable provision, City and Contractor shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling and to include as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

8. GOVERNING LAW. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

9. FORCE MAJEURE. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate

cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

10. EMPLOYMENT ELIGIBILITY. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

11. SERVICE ORGANIZATION CONTROLS AUDIT REPORT. Upon request by City, Contractor agrees to provide City with a copy of any available SOC-1/SOC-2 reports on the data center(s) hosting the Licensed Products. Upon request by City, Contractor also agrees to provide City with a copy of any available SOC-1/SOC-2 reports on the Licensed Products themselves. City agrees to treat any SOC-1 or SOC-2 reports are provided as the confidential trade secrets of Contractor in accordance with this Agreement.

12. DUPLICATES. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

DocuSigned by:
Asceleta Hammond
62AB0835850F4A1...

ASCELETA HAMMOND, CITY CLERK

DocuSigned by:
Rex Hardin
502CB780EB3F480...
By: _____
REX HARDIN, MAYOR

DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...

MARK E. BERMAN, CITY ATTORNEY



"CONTRACTOR"

Witnesses:

Michael Juby
Michael Juby
(Print or Type Name)

Alex Hutchins
Alex Hutchins
(Print or Type Name)

Fifth Asset, Inc.

By: Tyler Traudt
Tyler Traudt, Chief Executive Officer

STATE OF North CarolinaCOUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 21 day of October, 2022, by Tyler Traudt, as Chief Executive Officer of Fifth Asset, Inc., a Delaware corporation authorized to conduct business in Florida, on behalf of the corporation. He is personally known to me or who has produced drivers license (type of identification).

NOTARY'S SEAL:



Caitlyn J. Simmons
NOTARY PUBLIC, STATE OF NORTH CAROLINA

Caitlyn J. Simmons
(Name of Acknowledger Typed, Printed or Stamped)

202221000013
Commission Number



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, August 16th, 2021

Fifth Asset, Inc. dba DebtBook
ATTN: Tom Wise
1920 Abbott Street, STE 303
Charlotte, NC 28205

Dear Tom:

Region XIV Education Service Center is happy to announce that Fifth Asset, Inc. dba DebtBook has been awarded an annual contract for Debt and Lease Management Software and Consulting Services based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on July 31st, 2024. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Fifth Asset, Inc. dba DebtBook.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shane Fields', is written over the printed name.

Shane Fields
Region XIV, Executive Director



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from NCPA when there is an update to the contract. No request will be officially approved without the prior written authorization from NCPA. NCPA reserves the right to accept or reject any request.

Fifth Asset, Inc. d/b/a DebtBook (Vendor name) hereby provides notice of the following update to NCPA contract number: 14-03 on this date 02/23/2022.

Instructions: Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Dealers/Distributors/Resellers

- ☐ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☐ Additions
- ☐ Deletions
- ☐ Modifications
- ☒ Pricing Update

Other Vendor may include other notes regarding the contract update here:
(attach another page if necessary). When we originally quoted our pricing we were

limited in our ability to offer pricing for GASB 96 because the development of the product hadn't
been scoped and the market couldn't provide a projection as to the scale of the upcoming
requirement. Over the past 5 months we are now requesting to update our pricing to reflect
our understanding of the market's wants as well as our preparation with regard to our offering.

I have attached the original and the updated pricing.

Vendor Name: Fifth Asset, Inc. d/b/a DebtBook

Submitted By: Tom Wiese

Signature: Thomas Wiese

Date: 02/23/2022

For Use by NCPA Only:

Vendor Manager: Mike Muscara

Signature: Michael Muscara

Date: 02/24/2022

Contract Manager Name: Micaela Flores

Signature: Micaela Flores

Date: 02/24/2022



Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: NCPA Request for Vendor Contract Update Multi Signature Muscara
Document created: 02/23/2022 22:53:07
Document pages: 2
Document ID: ebd7b2ce9b27407395f680a89b05b26c8eadcf28
Document Sent: 02/23/2022 22:59:12 UTC
Document Status: Signed
 02/23/2022 23:10:40UTC

Sender: contracts@ncpa.us
Signers: guest_signer_565715283600@no.reply, mmuscara@ncpa.us, contracts@ncpa.us
CC: tom.wiese@debtbook.com

Client	Event	By	Server Time	Client Time	IP Address
SignNow Web Application	Uploaded the Document	contracts@ncpa.us	02/23/2022 22:53:07 pm UTC		23.119.86.91
SignNow Web Application	Copied from Template	contracts@ncpa.us	02/23/2022 22:53:09 pm UTC		23.119.86.91
SignNow Web Application	Signing link clicked		02/23/2022 22:53:09 pm UTC		23.119.86.91
SignNow Web Application	Signing link user reported: tom.wiese@debtbook.com	contracts@ncpa.us	02/23/2022 22:59:13 pm UTC	02/23/2022 22:59:11 pm UTC	54.152.209.23
SignNow Web Application	Viewed the Document	guest_signer_565715283600@no.reply	02/23/2022 22:59:15 pm UTC	02/23/2022 22:59:15 pm UTC	23.119.86.91
SignNow Web Application	Added a Text	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added a Text	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added a Text	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added a Text	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added a Text	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added a Text	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added a Text	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added a Text	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added a Text	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added a Text	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added a Text	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added a Text	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added an Attachment	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added an Attachment	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Signed the Document	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added a Checkbox	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Added a Text	guest_signer_565715283600@no.reply	02/23/2022 23:10:39 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Document Saved	guest_signer_565715283600@no.reply	02/23/2022 23:10:40 pm UTC	02/23/2022 23:10:38 pm UTC	23.119.86.91
SignNow Web Application	Document Downloaded	guest_signer_565715283600@no.reply	02/23/2022 23:10:56 pm UTC	02/23/2022 23:10:55 pm UTC	23.119.86.91
SignNow Web Application	Viewed the Document	mmuscara@ncpa.us	02/24/2022 13:00:39 pm UTC	02/24/2022 13:00:45 pm UTC	172.58.194.149
SignNow Web Application	Signed the Document	mmuscara@ncpa.us	02/24/2022 13:07:57 pm UTC	02/24/2022 13:08:03 pm UTC	172.58.194.149
SignNow Web Application	Added a Text	mmuscara@ncpa.us	02/24/2022 13:07:57 pm UTC	02/24/2022 13:08:03 pm UTC	172.58.194.149
SignNow Web Application	Added a Text	mmuscara@ncpa.us	02/24/2022 13:07:57 pm UTC	02/24/2022 13:08:03 pm UTC	172.58.194.149
SignNow Web Application	Document Saved	mmuscara@ncpa.us	02/24/2022 13:07:57 pm UTC	02/24/2022 13:08:03 pm UTC	172.58.194.149
SignNow Web Application	Viewed the Document	contracts@ncpa.us	02/24/2022 14:25:36 pm UTC	02/24/2022 14:25:37 pm UTC	69.110.128.8
SignNow Web Application	Signed the Document	contracts@ncpa.us	02/24/2022 14:26:24 pm UTC	02/24/2022 14:26:25 pm UTC	69.110.128.8
SignNow Web Application	Added a Text	contracts@ncpa.us	02/24/2022 14:26:24 pm UTC	02/24/2022 14:26:25 pm UTC	69.110.128.8

SignNow Web Application	Added a Text	contracts@ncpa.us	02/24/2022 14:26:24 pm UTC	02/24/2022 14:26:25 pm UTC	69.110.128.8
SignNow Web Application	Document Saved	contracts@ncpa.us	02/24/2022 14:26:25 pm UTC	02/24/2022 14:26:25 pm UTC	69.110.128.8

Pricing

Includes Debt Management, GASB 87 & GASB 96



Tier	Debt & Lease Obligations Outstanding (# and \$)	Setup Charge	Annual Fee	Year 1 Cost
1	Up to 15 and \$50 million	\$0	\$6,500	\$6,500
2	Up to 75 or \$200 million	\$0	\$9,750	\$9,750
3	Up to 150 or \$1 billion	\$0	\$15,000	\$15,000
4	Up to 300 or \$3 billion	\$0	\$25,000	\$25,000
5	Up to 500 or \$5 billion	\$10,000	\$40,000	\$50,000
6	Up to 750 or \$7 billion	\$20,000	\$55,000	\$75,000
7	Up to 1,000 or \$8.5 billion	\$35,000	\$65,000	\$100,000
8	Up to 1,250 or \$10 billion	\$50,000	\$75,000	\$125,000
9	Up to 1,500 or \$12 billion	\$60,000	\$90,000	\$150,000



DebtBook

RFP #21-21

Debt and Lease Management Software and Consulting Services

Issue Date: June 8th, 2021

Created by:

Tom Wiese
DebtBook
Vice President, Sales

Prepared for:

National Cooperative Purchasing Alliance

Table of Contents

Letter of Transmittal

Tab 1: Master Agreement

General Terms and Conditions

Evaluation Criteria

Signature Form

Tab 2: NCPA Administrative Agreement

Tab 3: Vendor Questionnaire

Tab 4: Vendor Profile

Tab 5: Products and Services

Tab 6: References

Tab 7: Pricing

Tab 8: Value added Products and Services

Tab 9: Required Documents

Letter of Transmittal

National Cooperative Purchasing Alliance,

At DebtBook, our mission is to make great debt and lease management easy. We're building software to empower you to drive your organization to new heights.

As we will demonstrate throughout this response, DebtBook has been developing a custom debt and lease management solution for government finance for over two years - we're doing it in collaboration with government finance teams around the Country to make sure our industry gets the tools we deserve.

While our company will not be able to demonstrate the 10 - 20 years of use in the marketplace, nor the 1000+ corporate clients our competitors serve, we know this is the key factor which is causing more than 20 new government finance teams to choose DebtBook every month - we offer the latest technology, a compelling vision for consolidated debt, lease (GASB 87) and IT contract (GASB 96) management software, an unmatched implementation experience and a government first focus.

Our product roadmap provides full functionality well in advance of the 6/30/22 requirements while also allowing the local governments, school districts, higher education, and non-profits to help shape our product to benefit local governments around the Country. We will also do all of this at substantially lower cost than our competition - our way of giving significant value back to the City for collaborating with us on this project.

We are pleased to make this proposal to you and any local governments, school districts, higher education, and non-profits that may be interested in working together and are eager for the opportunity to collaborate together. This Proposal is firm for a period of 90 days and the . Please do not hesitate to reach out should you have additional questions.

Sincerely,



Tyler Traudt
Founder and CEO
Fifth Asset, Inc d/b/a DebtBook

tyler.traudt@debtbook.com
(804) 317-2917
1920 Abbott St, Ste 303
Charlotte, NC 28203

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.

Evaluation Criteria

Pricing (40 points)

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

Ability to Provide and Perform the Required Services for the Contract (25 points)

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

References (15 points)

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

Technology for Supporting the Program (10 points)

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

Value Added Services Description, Products and/or Services (10 points)

- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name	Fifth Asset, Inc. d/b/a/ DebtBook
Address	1920 Abbott Street STE 303
City/State/Zip	Charlotte, NC 28203
Telephone No.	(817) 307-1181
Fax No.	
Email address	tom.wiese@debtbook.com
Printed name	Tom Wiese
Position with company	Vice President, Sales
Authorized signature	<i>Tom Wiese</i>

Tab 2: NCPA Administrative Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, 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 Debt and Lease Management Software and Consulting 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 (NEEDS TO BE COMPLETED)**
 - 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
Type text here				

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: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor:Fifth Asset, Inc. d/b/a/ DebtBookName: Tom WieseTitle: Vice President, SalesAddress: 1920 Abbott Street STE 303Charlotte, NC 28205Signature: Tom WieseDate: July 21, 2021

Tab 3: Vendor Questionnaire

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

◆ States Covered

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

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

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

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

☐ American Samoa

☐ Northern Mariana 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 Charlotte, State of NC

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

- ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
☒ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

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

◆ **Distribution Channel**

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

- ☐ Manufacturer Direct ☐ 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: Tom Wiese

Title: Vice President, Sales

Company: Fifth Asset, Inc. d/b/a DebtBook

Address: 1920 Abbot St STE 303

City: Charlotte State: North Carolina Zip: 28203

Phone: (817) 307-1181 Email: tom.wiese@debtbook.com

- Purchase Orders

Contact Person: Tom Wiese

Title: Vice President, Sales

Company: Fifth Asset, Inc. d/b/a DebtBook

Address: 1920 Abbot St STE 303

City: Charlotte State: North Carolina Zip: 28203

Phone: (817) 307-1181 Email: tom.wiese@debtbook.com

- Sales and Marketing

Contact Person: Tom Wiese

Title: Vice President, Sales

Company: Fifth Asset, Inc. d/b/a DebtBook

Address: 1920 Abbot St STE 303

City: Charlotte State: North Carolina Zip: 28203

Phone: (817) 307-1181 Email: tom.wiese@debtbook.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

- ♦ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4: Vendor Profile

Please provide the following information about your company:

Company's Official Registered Name:

Fifth Asset, Inc. d/b/a DebtBook

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

DebtBook was founded in early 2019 after spending years helping government and non-profit finance teams solve complex financing problems.

We know that the decisions made by finance teams have a tremendous impact on our lives: tax increases or decreases, enrollment costs, affordability and availability of quality healthcare and housing, construction of parks, schools, roads and critical water infrastructure, and the overall solvency of their organizations.

Given the impact these professionals make on our lives, how is it that little to no innovation has occurred around the tools available to help do the job. We wanted to make sure at least one technology company was focused on empowering these professionals with better software.

With the support of many governments and non-profits right here in North Carolina, Tyler formed the company in early 2019. He was quickly joined by Erik Pelletier as a co-founder, having spent a career developing technology products, most recently as the Chief Digital Officer and VP of Product at MIT. Marty Feinstein joined to provide our team with the finance specific programming expertise required after spending 30+ years in public finance, most recently as the Head of the Finance Structuring Group at Citigroup. Then Josh Kohn joined to run Client Operations after a career with the Army Rangers and JP Morgan.

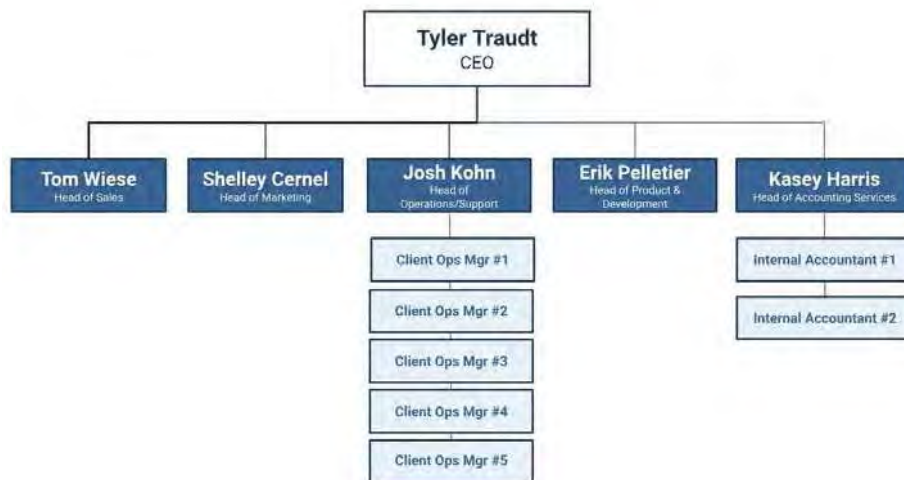
In October of 2019 DebtBook closed its seed round of financing, led by influential investors Meeting Street Capital and the 2040 Fund and launched the debt management platform in February of 2020. Given the tremendous demand for the product, DebtBook raised an additional ~\$2 million from investors in late August of 2020 and early March of 2021 to accelerate our investment in the product.

At DebtBook, we're on a mission to make great debt and lease management easy. We have the team, expertise, financial backing and customer buy-in to make that happen.

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

11-732-5997

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



An organizational chart of those individuals that will be regularly involved with the NCPA contract has been provided above with a brief summary of the individuals' involvement below.

- Head of Sales - Responsible for making the market aware of the contract and securing new partnerships
- Head of Marketing - Provide documentation and additional market messaging highlighting DebtBook's involvement in the NCPA contract.
- Head of Operations/Support - The members of this team highlighted above will be responsible with the ongoing communication and support of clients who have contracted using NCPA.
- Head of Product & Development - Responsible for continuously improving the product and ensuring the product meets industry standards such as the GASB 87 statement.
- Head of Accounting Services - Responsible for ensuring all aspects of DebtBook's accounting outputs, such as General Ledger entries, are properly met.

Corporate office location.

1920 Abbott Street
STE 303
Charlotte, NC 28203

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

DebtBook completes its sales and support functions/services from its corporate location within Charlotte, North Carolina.

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

NCPA's Key Contact:



Tom Wiese
Head of Sales

Tom brings 10+ years of experience working within a sales capacity from leading a team within a Fortune 100 company to most recently leading the sales team at a technology company focused on bringing innovative solutions to municipal clients. Tom's focus is on building DebtBook's brand through open and honest conversations with the market.

Phone: (817) 307-1181

Email: tom.wiese@debtbook.com

Key Contacts throughout the Organization:



Tyler Traudt
Co- Founder
and CEO

Tyler has spent his entire career helping governments and non-profits finance projects. As both an investment banker and financial advisor, he gained firsthand experience with the challenges faced by finance teams as they plan for, execute and manage their debt.

Phone: (804) 317-2917

Email: tyler.traudt@debtbook.com



Erik Pelletier
Co-Founder and
Head of Product

Joining DebtBook after spending five years as the Chief Digital Officer and VP of Product at MIT, Erik has spent his career developing easy to use software for both businesses and consumers.



Josh Kohn
Co-Founder
and Head of
Client
Operations

Josh joined DebtBook in May 2020 as the Head of Client Operations, having previously worked at Passport Labs where he provided client focused technology solutions for municipalities across the country. Josh brings additional industry and operational expertise from his three years working at JP Morgan in Public Finance Investment Banking after serving six years as an Officer in the United States Army.



Kasey Harris
Head of
Accounting
Services

Kasey joined DebtBook after 13 years of experience in public and private accounting roles, most recently with CLA where she audited state and local government agencies. She is committed to providing more effective tools to local government professionals that are powerful and easy-to-use. Kasey is a Certified Public Accountant (CPA).

Define your standard terms of payment.

Net 30 Days

Who is your competition in the marketplace?

While DebtBook offers consolidated debt and lease management software, DebtBook's competitors are broken into one of two categories: Debt Management or Lease Management.

Debt Management:

- Sympro by Emphasys
- DBC Debt Manager by SS&C Technologies
- Mun-Ease

Lease Management:

- LeaseQuery
- LeaseCrunch
- EZLease

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

The chart below provides a breakout of DebtBook's Annual Sales by Category.

Categories	Annual Sales
Cities/Counties	\$1,300,000
K-12	\$35,500
Higher Education	\$65,000
Other	\$61,000

What differentiates your company from competitors?

Debt & Lease Management in One Application - DebtBook is proud to say that it has built an application that can beat the best applications in Debt Management as well as the best applications in Lease Management. However, with DebtBook being the only organization able to offer both Debt AND Lease Management... DebtBook's solution is unmatched in the market.

- *Debt Management* - DebtBook started as a Debt Management solution that was built by industry professionals for industry professionals. In other words, DebtBook's founding team took its experience in working with municipal and non-profit clients and combined it with ongoing client conversations to build a solution that eliminates errors while streamlining efficiencies. Whether a client is interested in seeing their Debt split by Type, Fund, Purpose, or Project or creating Year End Reporting Notes that meet GFOA Certificate of Achievement in Financial Reporting standards... DebtBook has created a solution that can do it all.
- *Lease Management* - With the introduction of the GASB 87 standard it made sense for DebtBook to move into helping municipalities and non-profits manage their leases. While GASB 87 is focused on the reclassification of Operating and Capital Leases we also know that GASB 96 is next and will be focusing on IT leases. As such, DebtBook's ability to show forward looking lease schedules, deferred inflow of resources, custom charts, in addition to high level summaries of both the Lessee and the Lessor side of leases makes DebtBook's solution a truly unique offering in the market.

White Glove Onboarding - If we are not removing headaches we are doing something wrong. We are continually hearing from our clients how easy we have made the onboarding experience. Specifically, we take a process that many organizations have been hesitant to address (loading Debt and Leases into an application) and we do 90% of the work. The only ask of the local governments, school districts, higher education, and non-profits is going to be answering questions that a particular lease can't answer and confirming the details DebtBook has loaded into the application. This White Glove onboarding experience has truly become a differentiator for DebtBook.

Sharing of Information - One of the benefits of a cloud hosted environment is that it can be accessed from anywhere. Whether staff is attending a City Council meeting or working from home... all of the information they need is available. Additionally, DebtBook understands the wide variety of individuals that are involved with the day to day operations including accountants, lawyers, financial advisors, and more. DebtBook's application encourages sharing access and maintaining a level of control over the information and data available. The local governments, school districts, higher education, and non-profits will maintain full control of their data through the use of role based access controls which will allow the local governments, school districts, higher education, and non-profits to assign read-only access to particular individuals and "Admin" access to other individuals.

Flexible Solution - DebtBook understands that the needs of a University with an enrollment of 5,000 and a finance department of two people is vastly different than the needs of a City with a population of multiple millions and a finance department staffed by 50 people. As such, DebtBook has build a solution that meets the needs of organizations of all sizes. This can be seen in DebtBook functionality that on the surface may seem subtle but has a profound impact at the time of need. For example, on each page of DebtBook's application, staff members are able to export all of the details into a pre-formatted Excel spreadsheet. If a manager or City Council member were to ask about very specific leases, this functionality allows City staff to aggregate the leases and provide a report in minutes without sacrificing on details such as the forward looking lease schedules, deferred inflow of resources, underlying asset, lease asset, and more. This example of time savings serves both small and large municipalities alike.

Describe how your company will market this contract if awarded.

We are committed to ensuring the market is aware of this procurement and the resulting selection. As such, we have proposed two methods for informing the market about the award but we would love the opportunity to engage with NCPA on additional methods for distributing awareness. Whether this is a message distributed directly from NCPA or another successful method of distribution... we are willing to discuss anything.

Website Post - Upon receiving an award from NCPA we will publish a post on our website that speaks to NCPA's selection of DebtBook. This post will link to NCPA's website and the underlying procurement that took place. The intent of this post is to inform buyers there is a new option for purchasing while at the same time providing credibility to the process by pointing visitors to the NCPA website.

Sales Team Outreach - The more effective of the two methods we will use to promote this award is through our outreach team. This team is having conversations on a daily basis with municipalities and procurement departments and will be able to reference NCPA as a contracting mechanism at the appropriate time to the appropriate individuals.

Describe how you intend to introduce NCPA to your company.

Upon receiving an award there are three divisions of the organization that will need to be informed and trained on NCPA and how the award benefits our organization. Each of these groups have been highlighted below:

Sales - The sales team is the most critical group that we need to inform of the award. As such, an hour long training will be held in which the team will be trained on the process that took place, what the award means, and how to communicate the award. DebtBook's Vice President of Sales has extensive experience working with NCPA and will be the individual leading all of the internal trainings.

Client Operations - While Client Operations is not in the market actively seeking new contracts they are responsible for contract renewals. Therefore, this group needs to be aware of all contracting mechanisms including NCPA. In order to make them aware we will complete an hour long training to provide guidance on the process that took place, what the award means, and how the award can be communicated. Similar to the Sales training, this training will be led by the Vice President of Sales who has extensive experience working with NCPA.

Legal - Finally, it will be important that the legal team is aware of this contract award and how we can incorporate the award into our standard documentation. A similar training as Sales and Client Operations will be completed with less of a focus on external messaging and more focused on documentation and processes.

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

DebtBook does not offer any type of online catalog and/or ordering website for the purchasing of its application. The complex nature of our application leads to a more interactive sales process versus a traditional product that can be purchased via online catalogs.

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

Please see below for the proposed support capabilities associated with the scope of services. All support will be handled by DebtBook staff.

Self-Service Support Center - An inconspicuous part of DebtBook's application is the vast database of video snippets and step by step instructions that can be found within DebtBook's Support Center. This Support Center can be accessed 24/7/365 through the application and is constantly being updated as DebtBook's support team receives repetitive questions or as new product features are released. The Support Center can be searched using key words and the our clients' staff has the opportunity to provide feedback as to whether the information provided was helpful or not.

Dedicated Client Operations Manager - All technical support requests should be directed to the client's dedicated Client Operations Manager or to DebtBook's support team at support@debtbook.com. These cases are assigned to a Product Support Specialist and prioritized based on the severity and visibility of the issue. Technical Support will attempt to troubleshoot the issue and provide a workaround solution, or it will file a defect in DebtBook's defect tracking system for remediation. DebtBook will use commercially reasonable efforts to respond to requests and problems that reflect the urgency of the resolution of a request.

- **Contact Method:** Direct Phone, Direct Email or Generic Email (support@debtbook.com)

Generic Support Team - In addition to the client's dedicated Client Operations Manager the local governments, school districts, higher education, and non-profits will have the ability to interact with DebtBook's support team through either the real-time chat functionality within the application or the staff can send an email to support@debtbook.com. The email and chat functionality are monitored Monday through Friday from 8:00 am to 8:00 pm EST. These contact methods can be used for either technical or non-technical assistance.

- **Availability:** Monday through Friday, 8:00 AM to 8 PM EST
- **Contact Method:** In-App Chat or Generic Email (support@debtbook.com)

In addition to the traditional support listed in the above sections, DebtBook has 2 in-house accountants with decades of experience in lease accounting, an individual who spent 20+ years running the financial structuring division for one of the worlds largest private equity firms, and a subcontractor with an expertise in technology and experience working within municipalities. Please see the "Qualifications and Experience" response for additional details on these individuals.

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.**

At this time, DebtBook does not have a defined environmental policy and/or green initiative. However, the nature of DebtBook's software offering leads to a very minimal carbon footprint as our solution is a completely cloud-based solution with the ability to complete implementation virtually. Additionally, DebtBook has chosen to work with partners such as Amazon Web Services who have significant environmental/green initiatives including a goal of operating on 100% renewable energy by 2025.

Vendor Certifications (if applicable)

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

Not Applicable.

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.

Product

Allocation & Tracking of Obligations

In the top right of the DebtBook application users will see three quick access buttons that allow for information to be filtered based on TYPE, FUND, and PURPOSE. Should there be a desire for a 4th filter DebtBook can add an additional filter which has frequently be used to filter by Project or Department. Below is a brief summary of these filters.

Type

- This represents the credit type of a given obligation
- Each obligation has only one Type
- Examples: General Obligation, Revenue, Note

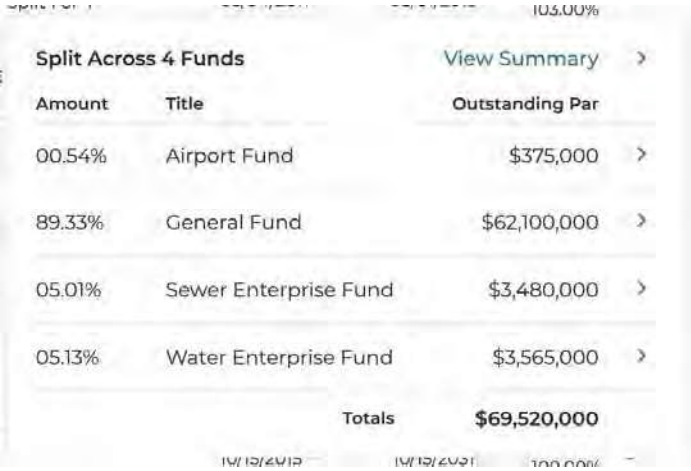
Fund

- This represents the funding source of a given obligation
- Each obligation has at least one allocation, but can have multiple Fund splits.
- Included in Payment Reporting allocation table
- Examples: General Fund, Debt Service Fund, Water and Sewer Fund

Purpose

- Each obligation has at least one allocation, but can have multiple Purpose splits.
- Included in Payment Reporting allocation table
- Examples: Public Safety, Parks, Schools

4th Option - We have found that the wants and needs of local government, school districts, higher education, and non-profits can vary quite significantly. Therefore, we have a flexible fourth option for organizing information. This fourth option will be determined throughout the onboarding process.

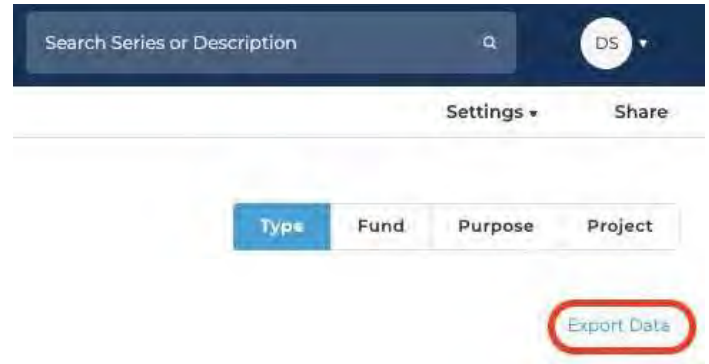


Split Across 4 Funds			View Summary >
Amount	Title	Outstanding Par	
00.54%	Airport Fund	\$375,000	>
89.33%	General Fund	\$62,100,000	>
05.01%	Sewer Enterprise Fund	\$3,480,000	>
05.13%	Water Enterprise Fund	\$3,565,000	>
Totals		\$69,520,000	

Additionally, DebtBook is able to show splits which highlight the individual allocations of particular obligations. For example, a 2017 General Obligation bond may be split across four different funds, six different purposes, and 26 different projects. By simply hovering over the individual 2017 GO Bond further definition tied to the various splits will be shown (similar to the image on the left) such as the Outstanding Par amount and the percentage of the split. If the staff is interested in seeing more details they can simply click the "View Summary" button within the pop-up or they can select TYPE, FUND, PURPOSE, PROJECT from the quick access buttons in the upper righthand corner of the screen (as shown within the Excel Exports section below).

Excel Exports

Within almost every page of DebtBook's application users have the ability to select the blue "Export Data" button (as shown in the image to the right). Upon selecting "Export Data" the information on the screen will automatically be exported into a pre-formatted Excel spreadsheet featuring the filters and numbers that are shown within the DebtBook application. In addition to the export being pre-formatted, the numbers will also be hardcoded and correct down the penny.



Sharing of Access

DebtBook does not charge a per seat license as a means of encouraging the local governments, school districts, higher education, and non-profits to invite anyone they believe may benefit from having access to the DebtBook application. This has historically been Financial Advisors, Accountants, Lawyers, Auditors, City Council Members, and many others. Using the "Manage Members" selection from the account settings our client's staff will have the ability to add and remove users as it sees fit. Adding a user is as simple as including their First Name, Last Name, Email Address, Title, and selecting the permission level the individual should be granted.

Role-based Access Control

DebtBook operates using three different role-based access controls. Below is a brief summary of these role-based access controls.

- Admin - Users can make all modifications in DebtBook including Add and Remove other users, update payment reporting and update series descriptions and notes.
- Member - Users can update payment reporting and update series descriptions and notes but are not able to add or remove other users.
- Viewer - Users have "read only" access, meaning that they can see and download data but cannot change anything in your profile that would impact another user's experience.

A screenshot of the 'Add user' form in the DebtBook application. The form has a title 'Add user' at the top. It contains several input fields: 'First Name' with a placeholder 'ex. John', 'Last Name' with a placeholder 'ex. Doe', 'Email' with a placeholder 'ex. jane@example.com', 'Titles' with a placeholder 'ex. Sr. Banker', and 'Permissions' with a dropdown menu labeled 'Choose Permissions'. There is a checkbox labeled 'Send invite' which is checked. At the bottom right, there are two buttons: 'Cancel' and 'Save'.



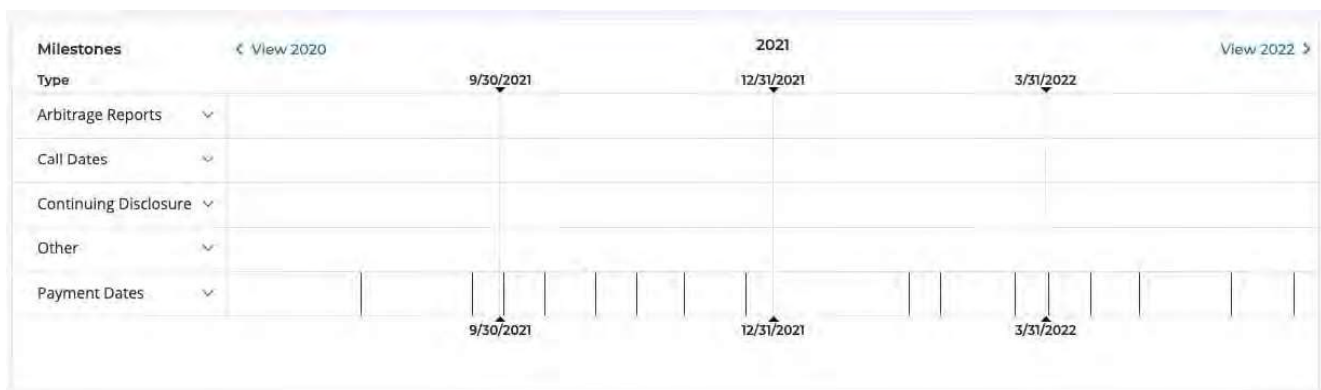
Controlling Access

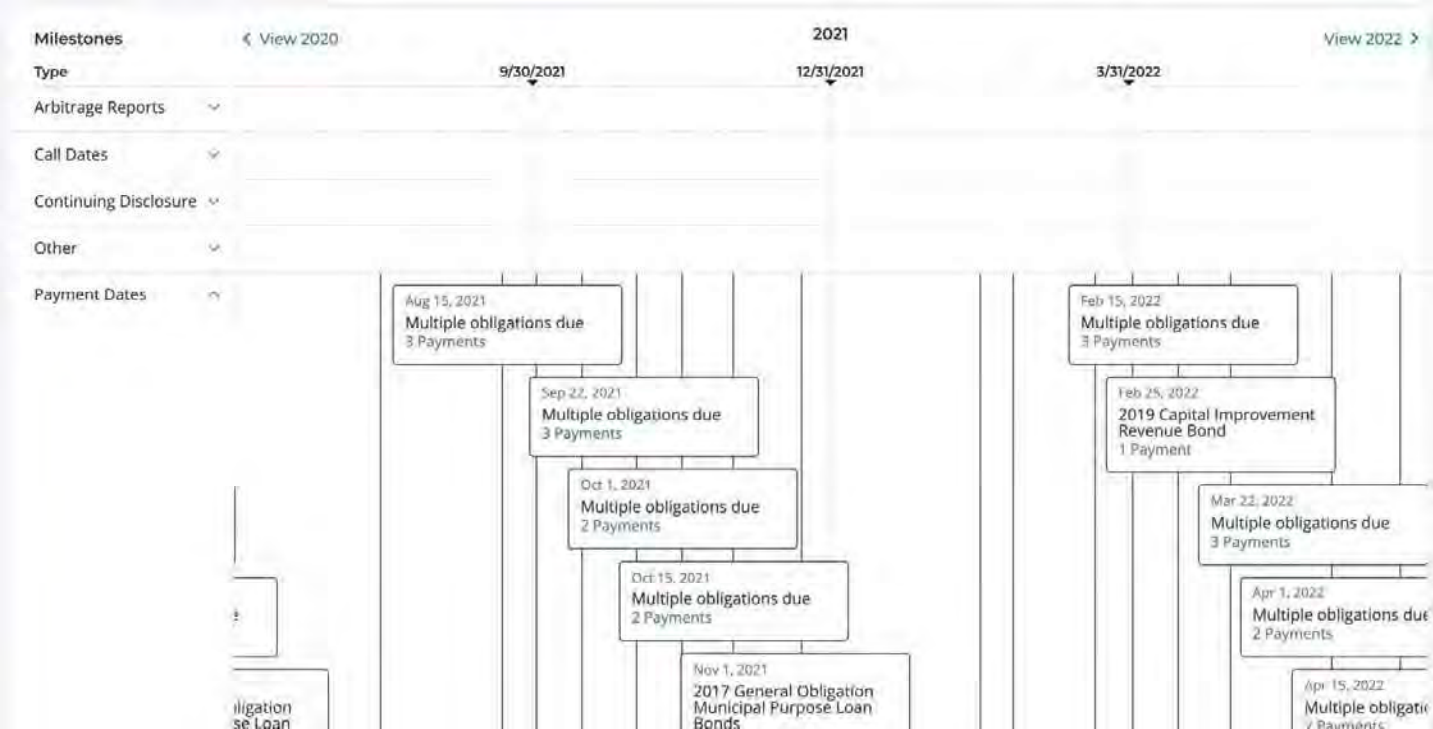
You have the ability to limit and control your guests' access to your profile including the ability to limit access and/or temporarily or permanently revoke access to your DebtBook account.

- **Manage Access to DebtBook** - This will add or remove their ability to view your profile but will not allow them to view your Reporting Notes, Payment Reporting Pages or remove their contact information from your list of professionals. You can easily turn access back on later.
- **Manage Access to Reporting** - This will remove their ability to view your Reporting Notes and payment Reporting pages but will not remove their remove their ability to view your profile or their contact information from your list of professionals. You can easily turn access back on later.
- **Manage Access to Milestones** - This will remove their ability to view your Milestone chart that you see on the Dashboard. You can easily turn access back on later.
- **Remove** - This will permanently remove their access and delete their contact information from your list of professionals. You will need to select "Add Associate" if you want to add them later.

Key Date Tracking

Within the DebtBook application there are numerous ways to track key dates including on an individual issue basis or on a more aggregate level. Key dates DebtBook recommends including within the application include Arbitrage Reports, Call Dates, Continuing Disclosures, and Payment Dates. However, DebtBook has the ability to configure the information being tracked with any unique configurations to ensure any unique aspects of the local governments, school districts, higher education, and non-profits's environment accounted for. The below images show the collapsed Milestones functionality and the expanded Milestones functionality. Within the expanded Milestones functionality, staff will be able to see the quantity of obligations that require action as well as being able to select into the summary to be taken to the exact details associated with the reminder.





If there is interest in viewing particular Milestones in the future or in the past individuals have the ability to navigate forward or backward using the navigational buttons in the upper right and upper left of the feature. Additionally, if staff is interested in seeing key dates in more of a table format, DebtBook has summarized upcoming Milestones directly below the calendar summary (pictured above) in a table format organized in chronological order.

Finally, local governments, school districts, higher education, non-profits and supplemental staff have the ability to set individual custom reminders based on the activities they are interested in. For example, if one individual is specifically focused on payments they can elect to only receive email reminders for the payment date notices. However, if someone is interested in being reminded of all activities they can select to receive the email reminders for each and every notice.

Exportable Year End Audit Notes

DebtBook's application is organized in such a way that it allows staff to generate detailed notes for the Long-Term Debt or Leases portion of the local governments, school districts, higher education, and non-profits's financial statements automatically from the debt profile in preparation for year end financial reporting. Most importantly, the reporting export meets the GFOA Certificate of Achievement for Excellence in Financial Reporting Standards.

Comprehensive User Guides

If any user of the application has a question about a particular feature they can immediately access the DebtBook Support Center via the chat functionality in the bottom right corner of the screen. This chat functionality features a search bar or the ability to chat directly with DebtBook staff. Responses to the searches completed via the search bar feature in depth User Guides with video snippets and step by step instructions on how to use a particular feature.

At any point our client's staff can reach out to its dedicated Client Operations Manager for additional clarification.

Individual & Aggregate Obligation Reporting

At its simplest form DebtBook is breaking down the details associated with individual obligations and providing them in an easily digestible format. Then DebtBook layered on the ability to aggregate the individual obligations and view them based on their individual allocations between Type, Fund, Purpose, and Project. On top of both the individual and aggregate reporting DebtBook then added additional functionality such as the sharing of access, email notifications, and more.

Region 14 ESC on behalf of the National Cooperative Purchasing Alliance is soliciting a contract that can provide agencies with a comprehensive program to manage all of their debt and lease obligations including providing programs to assure compliance with Governmental Accounting Standards Board (GASB) 87.

DebtBook has taken deliberate steps to ensure the application it has created allows for local governments, school districts, higher education, and non-profits not only meet GFOA Certificate of Achievement for Excellence in Financial Reporting standards but also meet the newly created GASB 87 standard. These steps have been highlighted below.

External Auditors

Throughout the creation of DebtBook's application, DebtBook has been working with three external accounting firms to receive guidance on the GASB 87 standard and the various nuances associated with ensuring compliance. This iterative process with multiple third parties was designed to ensure the outcomes of DebtBook's application meet the GASB 87 standard while also minimizing the chance of errors throughout the input process.

Logic Based Decision Trees

One of the largest tasks associated with becoming compliant with the GASB 87 standard is the interpretation of various lease aspects and their applicability to the GASB 87 standard. Therefore, DebtBook has created a logic based decision tree to be used throughout the lease input process as a means of minimizing the chance of errors throughout the input process. Rather than providing our clients with a bunch of blank field to be entered DebtBook provides a dynamic application that minimizes free-entry forms and removes irrelevant fields based on previous entries.

Please note that the initial entry of lease details into the application will be completed by the DebtBook onboarding team. The above description is relevant to our clients should they have supplemental leases they would like to add to the application.

Highlighted Leases

Everything DebtBook does is designed to increase transparency and provide clarity. Therefore, with each lease that is loaded into the application, DebtBook will highlight the lease with key details such as payment dates, purchase options, underlying assets, and more so our clients can quickly and easily find the underlying information that was pulled from the lease and loaded into the application. The markups on the underlying lease will not only help DebtBook's clients but also the supporting staff working with the clients including accountants/auditors.

Respondents should be able to provide services for all leases and other debt products in order to assist agencies in minimizing their costs associated with the debt products and assure their compliance with all federal state and local laws. Management of these debts and leases must include a clearly defined program to assure compliance with all applicable laws and standards.

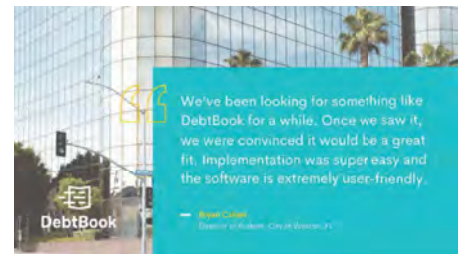
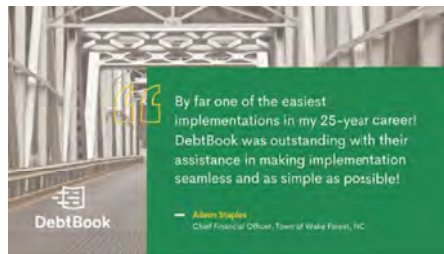
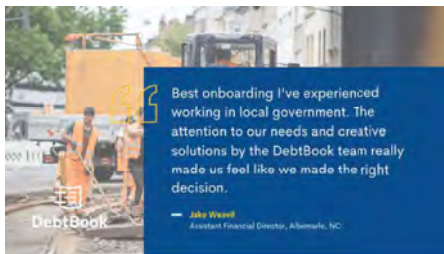
DebtBook is staffed by industry professionals including Certified Financial Advisors, Accountants, Modeling Experts, and others. The experience of these individuals in addition to the three outside accounting firms DebtBook works with (mentioned above) ensure all reporting and exports are accurate to the penny and meet the applicable laws and standards.

In fact, in about 80% of DebtBook's implementations DebtBook has been able to identify an error in the documentation provided by our clients.

Onboarding

Onboarding/Implementation Process

One of the largest challenges associated with becoming GASB 87 compliant is tied to the data analysis and entry that will eventually be aggregated in the form of a year end financial report. Therefore, DebtBook wanted to take a little additional time expanding upon its implementation process and everything it does to ensure a smooth and painless implementation. The below quotes highlight some of the commentary DebtBook has received specific to its implementation process.



Steps & Responsibilities During Implementation - The DebtBook onboarding process takes place via 4 primary steps:

1. DebtBook will pull all public information related to debt from Emma.com and begin the process of entering the information into the application.
2. As this happens, DebtBook will ask the local governments, school districts, higher education, and non-profits to load all additional information including splits and all relevant leases into a Box.com link.
3. Once the debt information is ready to be viewed DebtBook will present the profile to the local governments, school districts, higher education, and non-profits for final approval.
4. While the work is being finalized on the debt obligations DebtBook's internal team will also be digging through each of the leases and aggregating all the information relevant to the GASB 87 standard. This information includes details such as termination clauses, purchase options, residual value, end dates, and more.
5. DebtBook will then load the relevant information into the application. All leases will be initially uploaded within in an "unverified".
6. DebtBook will host weekly calls with the local governments, school districts, higher education, and non-profits to confirm the work completed by DebtBook and change the status from "unverified" to "verified"
7. Once all the uploaded information has been verified the application is ready for use!

On average, the review and confirmation process will take approximately 5 hours of call time for the Debt Implementation in addition to approximately 5 hours of call time for the Lease Implementation and can be completed in as short or as long of a timeframe as the local governments, school districts, higher education, and non-profits would like. Call time will take place via video conferencing with 0 on-site time required.

1

Call per Week

Implementation Timeline - DebtBook's Client Operations Team ("Client Ops") will lead the local governments, school districts, higher education, and non-profits through the implementation process. We do not rely on any external business partners for implementation however the local governments, school districts, higher education, and non-profits are welcome to invite any external professionals (Accountant, Municipal Advisor, Lawyer) it believes would like to be included in onboarding.

4 - 5

Weeks (Approx. Onboarding Time)

The Client Ops team will host one (1) 45 minute call a week for approximately 4-5 weeks for Debt Implementation and (1) 45 minute call a week for 5-6 weeks for Lease Implementation. After implementation Client Ops is always available through Intercom, Support@DebtBook.com, and your assigned Client Ops Manager. Additionally, the DebtBook support center is available 24/7 with articles designed to help you get the most out of the DebtBook platform.

Continued Training - DebtBook provides a variety of training throughout the implementation process including personalize training from the client's dedicated Client Operation Manager. Beyond implementation, DebtBook offers self service instructional videos and descriptions natively within the application. Finally, at any time during the client's contract with DebtBook, the client will have the direct phone number and email of the client's dedicated Client Operations Representative to ask questions and/or request further training.



Adding Additional Leases - The lease onboarding experience is designed to assist the local governments, school districts, higher education, and non-profits with the uploading and classifying of leases (based on GASB 87 standards). However, DebtBook knows that a one-time upload of leases isn't sufficient for the ongoing management of a client's leases. Therefore, DebtBook has added self-service tooling that will enable staff to manage the implementation of individual leases without the need for DebtBook's involvement.

Furthermore, DebtBook's "New Lease" functionality will walk staff through a logic based decision tree that will reduce the likelihood of mistakes being made during the future upload of leases. As users enter lease details they will be provided drop downs and new information will appear or disappear depending on the original selections made.

Implementation & Ongoing Support - The Client Operation Team exists to answer any questions the local governments, school districts, higher education, and non-profits may have and guarantee the best possible DebtBook experience for the client and its various professional partners. Additionally, the [DebtBook Support Center](#) is available 24/7 with helpful articles to help you get more out of the DebtBook Platform.

Support

Team

Josh Kohn
Head of Client
Ops



Gio Mantovani
Client Ops
Manager



Brendan Mannion
Client Ops
Manager



Client Operations Team's Core Responsibilities

Implementation

- Get Clients up and running fast
- Aggregate Client profile documentation
- Provide initial data upload and validation
- Provide initial setup and training for new Clients

Client Success

- Primary Client contact
- Responsible for holistic Client satisfaction
- Tracks outstanding request from Clients
- Provides voice of the Client internally to the rest of organization

User Support

- Provide timely and complete data updates upon request
- Provide comprehensive training and answers to new and existing users
- Documents requests for new functionality
- Continuously publishes new user guides

Team's Experience

Josh is a Co-Founder and the Head of Client Operations at DebtBook. After six years of operational planning and management experience as a U.S. Army Officer, Josh worked at JPMorgan in Public Finance Investment Banking serving government entities in the southeast and midwest. In 2018 Josh joined Passport Labs, inc. as a Product Manager leading development of their Transit and Mobility Enforcement practice. Josh joined DebtBook leveraging his operational, financial and technology experience to provide a world class debt and lease management experience for our Clients.

Gio is a Client Operations Manager at DebtBook. After spending over 6 years in the US Army, he worked with Prudential as a Project Manager implementing the IFRS16/ASC842 lease accounting policy. His Client Success experience includes as a Director of Client Experience with JLL before joining Cisco Systems as a Client Success Program Manager. Gio graduated from Pace University with a Bachelor's degree in Business Management and has an MBA from Saint Peter's University, where he is currently completing a masters in accounting.

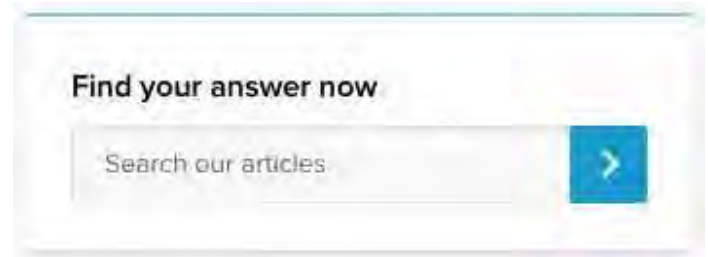
Brendan is a Client Operations Manager at DebtBook. He has ten years of experience working in Citigroup's Public Finance Division where he worked with a variety of municipal issuers across a variety of sectors including utility and infrastructure, transportation, higher education and state and local government primarily in the Mid-Atlantic Region.

In addition to the client's dedicated Client Ops Representative, the local governments, school districts, higher education, and non-profits will also have access to DebtBook's In-App support, self-service tooling, maintenance & release notes, and ongoing education. Below, DebtBook has provided further clarity on these topics.



"Send a Message" - When a user selects the "Send us a Message" button (seen in the image to the left) it will open up a chat window and allow the local governments, school districts, higher education, and non-profits or any other staff the ability to engage directly with DebtBook's Client Ops staff. The client can use this chat for everything from simple functional questions to more complex setup questions.

"Find Your Answer Now" - This conspicuous search function provides you access to DebtBook's library of resources including administrative items such as why two factor authentication is important to more role specific information such as what an embedded lease is and why it is important. This resource has information added to it on a weekly basis.



Self Service Tooling - The lease onboarding experience is designed to assist the local governments, school districts, higher education, and non-profits with the uploading and classifying of leases (based on GASB 87 standards). However, DebtBook knows that a one-time upload of leases isn't sufficient for the ongoing management of a client's leases. Therefore, DebtBook has added self-service tooling that will enable staff to manage the implementation of individual leases without the need for DebtBook's involvement.

Furthermore, DebtBook's "New Lease" functionality will walk staff through a logic based decision tree that will reduce the likelihood of mistakes being made during the future upload of leases. As users enter lease details they will be provided drop downs and new information will appear or disappear depending on the original selections made.

Ongoing Communication

Ongoing Education - DebtBook is dedicated to providing resources and information that help our clients and others throughout the industry stay informed and educated. Information such as "What is an embedded lease?" and "Planning and Preparing for GASB 87: A Step-by-Step Guide" are included on DebtBook's blog to provide need to know information that is directly relevant to our client's day to day operations. Below, is a sample of DebtBook's two most recent blog posts geared towards leases.



Are you ready for GASB 87?

If the answer to that question is "no," not to worry! The Governmental Accounting Standards Board ("GASB") postponed the effective date of GASB 87 to reporting periods starting after June 15, 2021, meaning entities with a June 30, 2021 fiscal year-end will be the first to implement for their fiscal year 2022.

GASB 87 requires Leases to be reported on the face of the financial statements and eliminates the classification of operating and capital leases. It means more work to be done for finance teams that are already understaffed throughout the country.

We've assembled this guide to break down the preparation process into bite-sized pieces for you and your team.

Step One: Creating Your Implementation Roadmap

Step Two: Collecting and Organizing Leases

Step Three: Extracting the Data

Step Four: Creating the Initial Schedules

Step Five: Launching the Internal Review Process

Step Six: Understanding the Importance of Journal Entries

Step Seven: Starting the External Review Process

Step Eight: Preparing Note Disclosures

Step Nine: Adhering to Ongoing Compliance



What is an embedded lease?

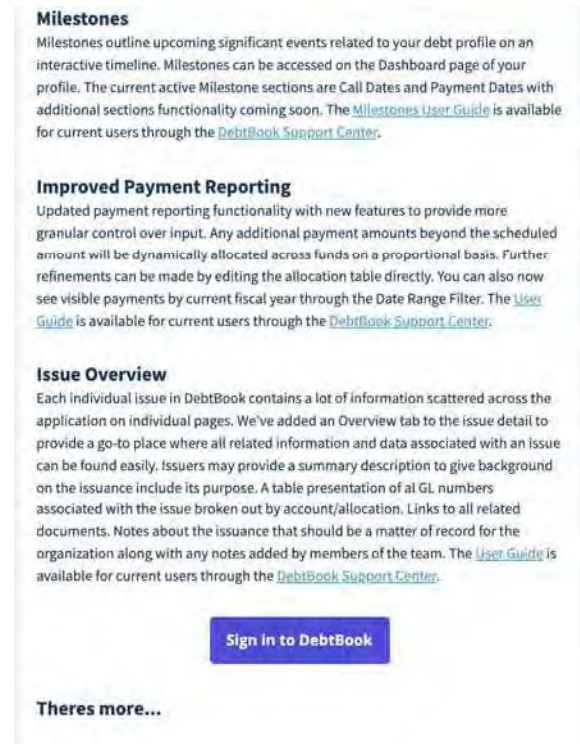
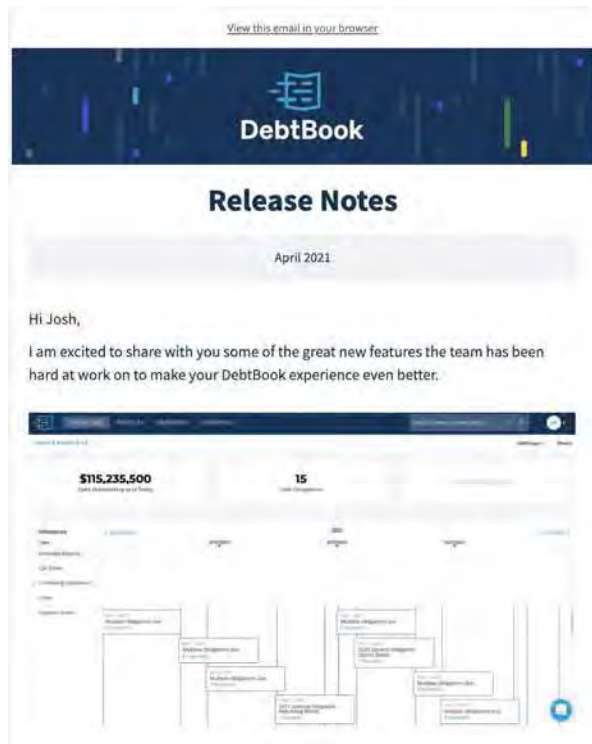
Not all contracts that are considered leases under GASB Statement No. 87 "Leases" (GASB 87) will include the words "lease" or "rent" to help clearly identify them as leases. Some contracts will contain the right to use an underlying asset as part of a larger agreement. This right-of-use within a contract is called an embedded lease. There are several questions that can help with identifying whether or not there is an embedded lease in a contract.

1. Does the contract talk about a physical asset that you *do not* own (even if it doesn't list one specifically)?
2. Do you obtain all of the benefits from the asset for a period of time?
3. Do you get to determine the way the asset gets used?
4. Is money or other fair value exchanged as part of the contract?

If the answer to these questions is Yes, you have an embedded lease that has to be accounted for using GASB 87 requirements. The best way to understand embedded lease contracts is through some examples:

Example 1: A County enters into a Data Hosting Agreement for the sensitive data collected by the County's Department of Social Services. The contract is for 60 months with a monthly payment of \$5,000. The hosting services include website access, data storage and application updates. The contract states that the data is stored on a server that is used exclusively for the County's data and the County can indicate how they want the server to be used during the contract period.

New Product Release Communication - DebtBook maintains a regular new product update/release cadence with a new release coming every few weeks. The timing of the release may vary based on the scope of the release but each release comes with three main forms of communication: **Release Notes Email, User Guides, and Office Hours**. The below two images are a sample of a Release Notes Email that was sent to existing clients in April 2021. Within this Release Notes Email, each individual quote is highlighted with a brief description of the new/updated feature with some features having a brief video snippet highlighting what the new flow looks like within the application. Additionally, individuals who receive the email will be able to click on hyperlinks within the email to see additional information about the feature.



One such hyperlink that appears within the release notes, or shortly after the release, is the specific functionality's User Guide. These User Guides can be accessed via the application's Support Center/Chat Functionality and highlight a more comprehensive summary of how the individual feature works and the intent behind making the feature available. The screenshot to the right is the User Guide for the "Milestones" functionality that was highlighted in the Release Notes Email. The graphic at the bottom of the screenshot is a moving gif which shows an individual interacting with the new functionality. Additionally, if the user were to scroll there would be additional information including the ability to contact a support representative should there be any additional questions associated with the new/updated feature.

Finally, DebtBook maintains recurring "Office Hours" which are predetermined times in which the Client Operations team briefly highlights new features and/or common questions while also allowing time for questions and general conversation. These meetings take place at two different times throughout each month and different dates and times to better enable busy schedules. We highly encourage the local governments, school districts, higher education, and non-profits to consider attending these "Office Hours" as a means of learning more about the application.

If the New Release Emails, User Guide, or Office Hours don't get the client the answer it is looking for the client can always reach out to its dedicated Client Operations Representative to have a more personalized conversation. The client will have the direct phone number and email of it's dedicated Client Operations Representative

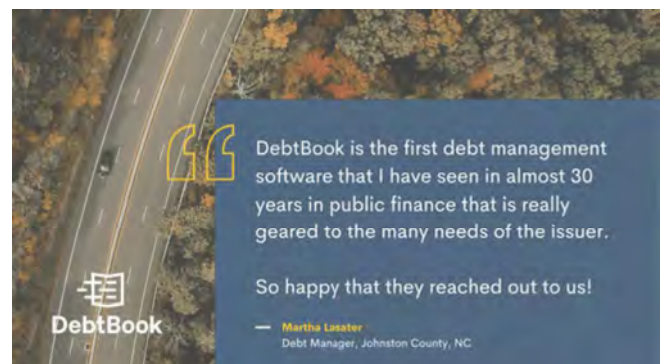
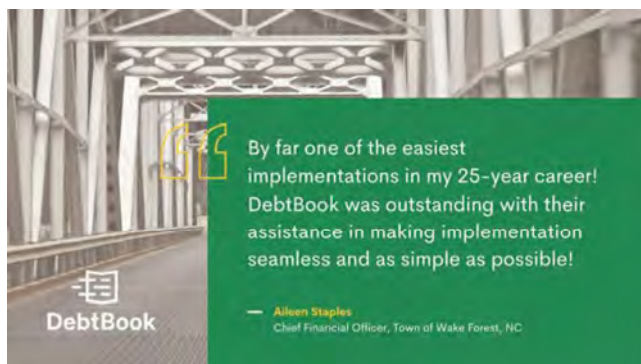
Tab 6: References

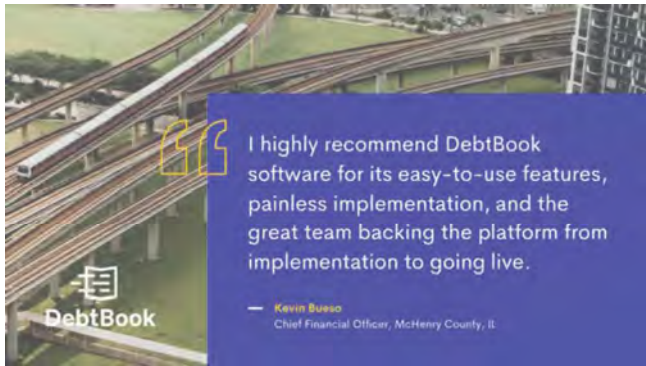
Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

Our clients "LOVE" DebtBook and are willing to say so! We encourage you to reach out to each of the below references and if you need more individuals to speak with, we are more than happy to provide more happy clients. Within the below references we have included both Wake County and Johnston County because both counties were early adopters of DebtBook's platform and have continued to expand services (recently agreeing to add DebtBook's lease solution). Todd and Martha can speak to DebtBook's solution, onboarding process, willingness to listen to our clients' wants and needs, and most importantly... DebtBook's ability to deliver a high quality solution that makes the day to day life easier of municipal clients.

Local Governments all over the Country are switching from old systems and excel spreadsheets to DebtBook, **49 local governments have signed contracts with DebtBook in May and June of 2021 alone.** Given our easy to use interface, low cost white-glove onboarding, consolidated debt and lease (GASB 87) offering, and scaled pricing structure, we're delivering value to the largest and smallest issuers throughout the Country. From Memphis, TN, Raleigh, NC, Jacksonville, FL, Frisco, TX, and Wake County, NC to Plymouth, MA, Bridgewater, MA, Montebello, CA, and Garden City, KS, DebtBook is changing the way local governments large and small think about debt and lease management.

But, no need to take our word for it, here are just a few of their reactions to DebtBook:





City of Frisco, TX

Kim Sinclair, Director of Finance
Frisco, Texas
P: (972) 292 - 5513
E: ksinclair@friscotexas.gov
Years Served: 2020 to Present
Debt & Lease Management Software
Value: \$10,000 Annually



City of Memphis, TN

Andre Walker, Deputy Director of Finance
Memphis, Tennessee
P: (901) 636-6324
E: andre.walker@memphistn.gov
Years Served: 2021
Debt & Lease Management Software
Value: \$10,000 Annually



City of Durham, NC

Emily Desiderio, Treasury Manager
Durham, North Carolina
P: (919) 560-4511 x18238
E: emily.desiderio@durhamnc.gov
Years Served: 2020 to Present
Debt & Lease Management Software
Value: \$9,000 Annually



City of Raleigh, NC

Jennifer Shonebarger, Debt Manager
Raleigh, North Carolina
P: (678) 481-3453
E: jennifer.shonebarger@raleighnc.gov
Years Served: 2021
Debt & Lease Management Software
Value: \$8,500 Annually



Loudoun County, VA

Nikki Speight, Debt Manager
Leesburg, Virginia
P: (703) 737-8521
E: nikki.speight@loudoun.gov
Years Served: 2021
Debt & Lease Management Software
Value: \$12,500 Annually



Wake County, NC

Todd Taylor, Debt Manager
Cary, North Carolina
P: (919) 856-6164
E: todd.taylor@wakegov.com
Years Served:
Debt & Lease Management Software
Value: \$7,000 Annually



East Carolina University

Britt Scholar, Financial Reporting Mgr
Greenville, North Carolina
P: (252) 737-4916
E: scholarj@ecu.edu
Years Served: 2021
Debt & Lease Management Software
Value: \$10,000



University of North Carolina - Charlotte

Greg Verret, Director of Treasury
Charlotte, North Carolina
P: (704) 687-5432
E: gverret@uncc.edu
Years Served: 2020 to Present
Debt & Lease Management Software
Value: \$12,500 Annually



City of Vista, CA

Matt McDonald, Finance Manager
Vista, California
P: (760) 643-5363
E: mmcdonald@ci.vista.ca.us
Years Served:
Debt & Lease Management Software
Value: \$7,000



Lenexa, KS

Briana Burrichter, Assistant CFO
Lenexa, Kansas
P: (913) 477-7540
E: bburrichter@lenexa.com
Years Served: 2020 to Present
Debt & Lease Management Software
Value: \$7,500

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.

One of DebtBook's largest value propositions is its ability to offer both Debt and Lease Management in one place. With specific regard to GASB 87 this is particularly important because of the reclassification of Capital Leases and Operating Leases into "Debt", "Lease", or "Other". Due to this requirement it is important that local governments, school districts, higher education, and non-profits not only have a means for managing obligations that get classified as "Lease" but also those that get classified as "Debt". DebtBook has the solution the local governments, school districts, higher education, and non-profits need. DebtBook prices its solution based on the amount of debt and lease obligations the local governments, school districts, higher education, and non-profits have outstanding, based on both the number of issues and the dollar amount outstanding. We do this for two reasons:

1. To ensure pricing is aligned with the value provided to our clients
2. To ensure smaller organizations have access to an affordable solution

Below, DebtBook has provided its pricing tiers including both implementation charges and recurring charges.

- Implementation Charge - These charges cover DebtBook's cost of onboarding the local governments, school districts, higher education, and non-profits. These are one time charges and are not recurring.
- Recurring Charges - These charges are recurring annual charges providing the local governments, school districts, higher education, and non-profits the right to unlimited access to the application, users, sharing, and support. This includes all functionality related to DebtBook's debt and lease management software.

No Per Seat License

No Hidden Support Charges

No Added Fees

	Debt & Lease Obligations Outstanding (# and \$)	Implementation Charge	Recurring Charges	Total First Year Cost
1	Up to 15 and \$50 million	\$1,500	\$5,000	\$6,500
2	Up to 75 or \$200 million	\$2,250	\$7,500	\$9,750
3	Up to 150 or \$1 billion	\$3,750	\$12,500	\$16,250
4	Up to 300 or \$3 billion	\$5,250	\$17,500	\$22,750
5	Up to 500 or \$5 billion	\$7,500	\$25,000	\$32,750

Please provide a clear and complete description of your firm's debt and lease management software and consulting services.

DebtBook is proud to say that it has built an application that can beat the best applications in Debt Management as well as the best applications in Lease Management. DebtBook's all-in-one solution combines both Debt and Leases.

Debt Management - DebtBook started as a Debt Management solution that was built by industry professionals for industry professionals. In other words, DebtBook's founding team took its experience in working with municipal and non-profit clients and combined it with ongoing client conversations to build a solution that eliminates errors while streamlining efficiencies. Whether a client is interested in seeing their Debt split by Type, Fund, Purpose, or Project or creating Year End Reporting Notes that meet GFOA Certificate of Achievement in Financial Reporting standards... DebtBook has created a solution that can do it all.

Lease Management - With the introduction of the GASB 87 standard it made sense for DebtBook to move into helping municipalities and non-profits manage their leases. While GASB 87 is focused on the reclassification of Operating and Capital Leases we also know that GASB 96 is next and will be focusing on IT leases. As such, DebtBook's ability to show forward looking lease schedules, deferred inflow of resources, custom charts, in addition to high level summaries of both the Lessee and the Lessor side of leases makes DebtBook's solution a truly unique offering in the market.

Additionally, DebtBook will never see its application as "complete". This is important because it is within DebtBook's ethos to ensure we are constantly seeking feedback and making the necessary adjustments. This starts during the implementation process and continues through the life of the contract with continual requests for feedback and additional feature requests.

Explain your firm's approach to Governmental Accounting Standards Board (GASB) 87 compliance and your firm's approach to other existing regulations.

DebtBook has taken deliberate steps to ensure the application it has created allows for local governments, school districts, higher education, and non-profits not only meet GFOA Certificate of Achievement for Excellence in Financial Reporting standards but also meet the newly created GASB 87 standard. These steps have been highlighted below.

External Auditors

Throughout the creation of DebtBook's application, DebtBook has been working with three external accounting firms to receive guidance on the GASB 87 standard and the various nuances associated with ensuring compliance. This iterative process with multiple third parties was designed to ensure the outcomes of DebtBook's application meet the GASB 87 standard while also minimizing the chance of errors throughout the input process.

Logic Based Decision Trees

One of the largest tasks associated with becoming compliant with the GASB 87 standard is the interpretation of various lease aspects and their applicability to the GASB 87 standard. Therefore, DebtBook has created a logic based decision tree to be used throughout the lease input process as a means of minimizing the chance of errors throughout the input process. Rather than providing our clients with a bunch of blank field to be entered DebtBook provides a dynamic application that minimizes free-entry forms and removes irrelevant fields based on previous entries.

Please note that the initial entry of lease details into the application will be completed by the DebtBook onboarding team. The above description is relevant to our clients should they have supplemental leases they would like to add to the application.

Highlighted Leases

Everything DebtBook does is designed to increase transparency and provide clarity. Therefore, with each lease that is loaded into the application, DebtBook will highlight the lease with key details such as payment dates, purchase options, underlying assets, and more so our clients can quickly and easily find the underlying information that was pulled from the lease and loaded into the application. The markups on the underlying lease will not only help DebtBook's clients but also the supporting staff working with the clients including accountants/auditors.

Please provide a description of training services offered as part of your management and compliance programs.

There are three different categories of training that take place throughout a client's relationship with DebtBook. Each of these trainings will take place via video conferencing and does not require any on-site visits from DebtBook personnel. Furthermore, DebtBook is always willing to provide supplemental training to ensure our clients' staff and supplemental staff know how to efficiently use the application. Each of these have been described below.

Initial Staff Training

While DebtBook's onboarding process consists of a few short calls our clients are given access to the application before all information has been loaded to allow time for familiarization and questions. Prior to access being given staff will be walked through the application and most common usage of the application. Staff will then be given their own unique login to access the application and ensure they understand the various nuances. There will be dedicated time during each of the onboarding calls for application questions and supplemental training based on the client's level of comfort with the application.

Supplemental Staff Training

In addition to training our clients it is important that the supplemental staff, such as accountants, auditors, financial advisors, and others, know how to properly use the application. Therefore, DebtBook is willing to allow supplemental staff to join the client's training or have individual trainings. These trainings will include a general overview, navigation guidance, reporting, and general notes. DebtBook will adjust the quantity and duration of training base on the supplemental staff's level of comfort with the application.

Ongoing Training

Finally, once the local governments, school districts, higher education, and non-profits are using the application there will be a need for ongoing training. This training may be directly tied to new releases, new features, new staff, or something as simple as repeating a prior training. It is extremely important to us at DebtBook that everyone (clients and supplemental staff) knows how to most effectively use the application and we believe that starts and ends with training!

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.

DebtBook's "not to exceed pricing" can be found in the pricing tiers highlighted above. DebtBook will not charge in excess of the tier amounts.

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.

DebtBook's application is specifically built to address both Debt and Lease management within a single consolidated profile. As such, DebtBook feels as if it's application fits the exact ask of this request for procurement and does not have any value added products and services to add.

Tab 9: Required Documents

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	Fifth Asset, Inc. d/b/a DebtBook
Print Name	Tom Wiese
Address	1920 Abbott Street STE 303
City, State, Zip	Charlotte, NC 28203
Authorized signature	<i>Tom Wiese</i>
Date	July 21, 2021

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 statues 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

Tom Wiese

Date

July 21, 2021

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	Fifth Asset, Inc. d/b/a DebtBook
Address	1920 Abbott Street STE 303
City/State/Zip	Charlotte, North Carolina 28203
Telephone No.	(817) 307-1181
Fax No.	
Email address	tom.wiese@debtbook.com
Printed name	Tom Wiese
Position with company	Vice President, Sales
Authorized signature	<i>Tom Wiese</i>

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>

Thank you!

We want to spend a minute to say thank you for considering our proposal and reiterate how excited we are to present our solution. We are confident that we will be able to meet the needs of local governments, school districts, higher education, and non-profits across the country by streamlining processes, providing better access to documentation, and enabling cross functional sharing throughout the our client's organization and its supporting staff (accountants, lawyers, bankers, etc.).

Request for Proposal (RFP) for Debt and Lease Management Software and Consulting Services

Solicitation Number: 21-21

Publication Date: Tuesday, June 8th, 2021

Notice to Respondent:

Submittal Deadline: Thursday, July 22nd, 2021 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 15th, 2021. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Debt and Lease Management Software and Consulting Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Debt and Lease Management Software and Consulting Services, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center

For

Debt and Lease Management Software and Consulting
Services

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 21-21



Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Debt and Lease Management Software and Consulting Services.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

◆ Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

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.
 - Provide both On-premise solutions as well as Cloud based solutions.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, 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 Debt and Lease Management Software and Consulting 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: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

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)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ 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 _____, State of _____

◆ **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: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

▪ Purchase Orders

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

▪ Sales and Marketing

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

◆ 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

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ 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.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ 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.

◆ 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.

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.
- ◆ Region 14 ESC on behalf of the National Cooperative Purchasing Alliance is soliciting a contract that can provide agencies with a comprehensive program to manage all of their debt and lease obligations including providing programs to assure compliance with Governmental Accounting Standards Board (GASB) 87.
- ◆ Respondents should be able to provide services for all leases and other debt products in order to assist agencies in minimizing their costs associated with the debt products and assure their compliance with all federal state and local laws. Management of these debts and leases must include a clearly defined program to assure compliance with all applicable laws and standards.

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Please provide a clear and complete description of your firm's debt and lease management software and consulting services.
- ◆ Explain you firms approach to Governmental Accounting Standards Board (GASB) 87 compliance and your firms approach to other existing regulations.
- ◆ Please provide a description of training services offered as part of your management and compliance programs.
- ◆ 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.

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.

Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	
Print Name	
Address	
City, Sate, Zip	
Authorized signature	
Date	

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 _____

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

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

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>



RFP #21-21

Debt and Lease Management Software and Consulting Services

Issue Date June 8th, 2021

Created by:

Tom Wiese
DebtBook
Vice President, Sales

Prepared for:

National Cooperative Purchasing Alliance

Table of Contents

Letter of Transmittal

Tab 1: Master Agreement

General Terms and Conditions

Evaluation Criteria

Signature Form

Tab 2: NCPA Administrative Agreement

Tab 3: Vendor Questionnaire

Tab 4: Vendor Profile

Tab 5: Products and Services

Tab 6: References

Tab 7: Pricing

Tab 8: Value added Products and Services

Tab 9: Required Documents

Letter of Transmittal

National Cooperative Purchasing Alliance,

At DebtBook, our mission is to make great debt and lease management easy. We're building software to empower you to drive your organization to new heights.

As we will demonstrate throughout this response, DebtBook has been developing a custom debt and lease management solution for government finance for over two years - we're doing it in collaboration with government finance teams around the Country to make sure our industry gets the tool we deserve.

While our company will not be able to demonstrate the 10-20 year of use in the marketplace, nor the 1000+ corporate clients our competitors serve, we know this is the key factor which is causing more than 20 new government finance teams to choose DebtBook every month - we offer the latest technology, a compelling vision for consolidated debt, lease (GASB 87) and IT contract (GASB 96) management software, an unmatched implementation experience and a government first focus.

Our product roadmap provides full functionality well in advance of the 6/30/22 requirements while also allowing the local governments, school districts, higher education, and non-profit to help shape our product to benefit local government around the Country. We will also do all of this at substantially lower cost than our competition - our way of giving significant value back to the City for collaborating with us on this project.

We are pleased to make this proposal to you and any local government, school district, higher education, and non-profit that may be interested in working together and are eager for the opportunity to collaborate together. This Proposal is firm for a period of 90 days and the Plea does not hesitate to reach out should you have additional questions.

Sincerely,



Tyler Traudt
Founder and CEO
Fifth Asset, Inc d/b/a DebtBook

tyler.traudt@debtbook.com
(804) 317 2917
1920 Abbott St, Ste 303
Charlotte, NC 28203

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.
 - Provide both On-premise solutions as well as Cloud based solutions.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name	Fifth Asset, Inc. d/b/a/ DebtBook
Address	1920 Abbott Street STE 303
City/State/Zip	Charlotte, NC 28203
Telephone No.	(817) 307-1181
Fax No.	
Email address	tom.wiese@debtbook.com
Printed name	Tom Wiese
Position with company	Vice President, Sales
Authorized signature	<i>Tom Wiese</i>

Tab 2: NCPA Administrative Agreement

This Administration Agreement is made as of August 16, 2021, by and between National Cooperative Purchasing Alliance ("NCPA") and Fifth Asset, Inc. d/b/a DebtBook ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 16, 2021, referenced as Contract Number 14-03, 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 Debt and Lease Management Software and Consulting 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 (NEEDS TO BE COMPLETED)

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

- Fee 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 member 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
Type text here				

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.

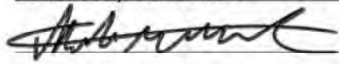
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- 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) year from the date NCPA receive 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 reveal an under reporting of Contract Sale 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 cost and expense for such audit.

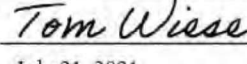
General Provision

- 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 agree to allow NCPA to use their name and logo within web site, marketing material 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 fee and cost in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any right or obligation 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 right and delegate its obligation 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 obligation 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 obligation hereunder.
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

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

Vendor:

Fifth Asset, Inc. d/b/a/ DebtBook
 Name: Tom Wiese
 Title: Vice President, Sales
 Address: 1920 Abbott Street STE 303
Charlotte, NC 28205
 Signature: 
 Date: July 21, 2021

Tab 3: Vendor Questionnaire

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

◆ States Covered

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

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

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

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

☐ American Samoa

☐ Northern Mariana 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 Charlotte, State of NC

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

- ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
☒ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

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

◆ **Distribution Channel**

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

- ☐ Manufacturer Direct ☐ 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: Tom Wiese

Title: Vice President, Sales

Company: Fifth Asset, Inc. d/b/a DebtBook

Address: 1920 Abbot St STE 303

City: Charlotte State: North Carolina Zip: 28203

Phone: (817) 307-1181 Email: tom.wiese@debtbook.com

- Purchase Orders

Contact Person: Tom Wiese

Title: Vice President, Sales

Company: Fifth Asset, Inc. d/b/a DebtBook

Address: 1920 Abbot St STE 303

City: Charlotte State: North Carolina Zip: 28203

Phone: (817) 307-1181 Email: tom.wiese@debtbook.com

- Sales and Marketing

Contact Person: Tom Wiese

Title: Vice President, Sales

Company: Fifth Asset, Inc. d/b/a DebtBook

Address: 1920 Abbot St STE 303

City: Charlotte State: North Carolina Zip: 28203

Phone: (817) 307-1181 Email: tom.wiese@debtbook.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

- ♦ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4: Vendor Profile

Please provide the following information about your company:

Company's Official Registered Name:

Fifth Asset, Inc. d/b/a DebtBook

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

DebtBook was founded in early 2019 after spending years helping government and non-profit finance teams solve complex financing problems.

We know that the decisions made by finance teams have a tremendous impact on our lives: tax increases or decreases, enrollment costs, affordability and availability of quality healthcare and housing, construction of parks, schools, roads and critical water infrastructure, and the overall solvency of their organizations.

Given the impact these professionals make on our lives, how is it that little to no innovation has occurred around the tools available to help do the job. We wanted to make sure at least one technology company was focused on empowering these professionals with better software.

With the support of many governments and non-profits right here in North Carolina, Tyler formed the company in early 2019. He was quickly joined by Erik Pelletier as a co-founder, having spent a career developing technology products, most recently as the Chief Digital Officer and VP of Product at MIT. Marty Feinstein joined to provide our team with the finance specific programming expertise required after spending 30+ years in public finance, most recently as the Head of the Finance Structuring Group at Citigroup. Then Josh Kohn joined to run Client Operations after a career with the Army Rangers and JP Morgan.

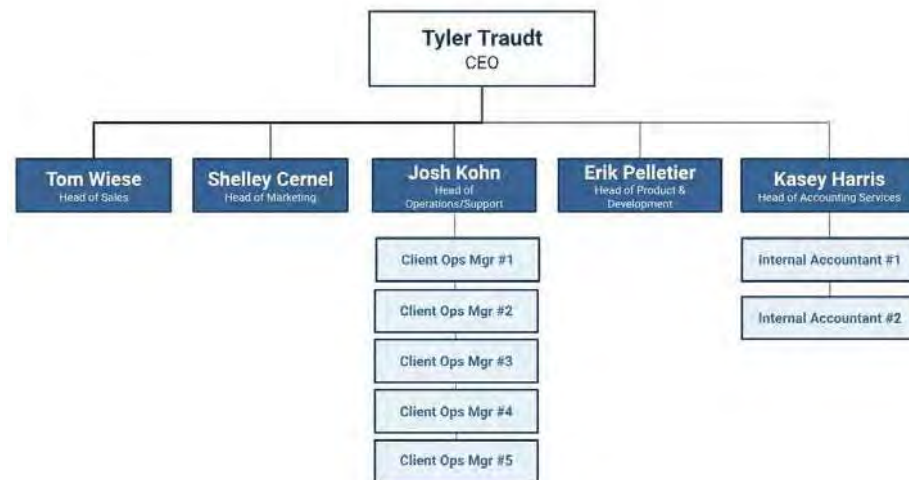
In October of 2019 DebtBook closed its seed round of financing, led by influential investors Meeting Street Capital and the 2040 Fund and launched the debt management platform in February of 2020. Given the tremendous demand for the product, DebtBook raised an additional ~\$2 million from investors in late August of 2020 and early March of 2021 to accelerate our investment in the product.

At DebtBook, we're on a mission to make great debt and lease management easy. We have the team, expertise, financial backing and customer buy-in to make that happen.

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

11-732-5997

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



An organizational chart of those individuals that will be regularly involved with the NCPA contract has been provided above with a brief summary of the individuals' involvement below.

- Head of Sale - Responsible for making the market aware of the contract and securing new partnership
- Head of Marketing - Provide documentation and additional market messaging highlighting DebtBook's involvement in the NCPA contract
- Head of Operations/Support - The members of this team highlighted above will be responsible with the ongoing communication and support of clients who have contracted using NCPA
- Head of Product & Development - Responsible for continuously improving the product and ensuring the product meets industry standard such as the GASB 87 statement
- Head of Accounting Services - Responsible for ensuring all aspects of DebtBook's accounting outputs, such as General Ledger entries, are properly met

Corporate office location.

1920 Abbott Street
STE 303
Charlotte, NC 28203

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

DebtBook completes its sales and support functions/services from its corporate location within Charlotte, North Carolina.

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

NCPA's Key Contact:



Tom Wiese
Head of Sales

Tom brings 10+ years of experience working within a sales capacity from leading a team within a Fortune 100 company to most recently leading the sales team at a technology company focused on bringing innovative solutions to municipal clients. Tom's focus is on building DebtBook's brand through open and honest conversation with the market.

Phone (817) 307 1181

Email: tom.wiese@debtbook.com

Key Contacts throughout the Organization:



Tyler Traudt
Co- Founder
and CEO

Tyler has spent his entire career helping governments and non-profits finance projects. As both an investment banker and financial advisor, he gained firsthand experience with the challenges faced by finance teams as they plan for, execute and manage their debt.

Phone: (804) 317-2917

Email: tyler.traudt@debtbook.com



Erik Pelletier
Co-Founder and
Head of Product

Joining DebtBook after spending five years as the Chief Digital Officer and VP of Product at MIT, Erik has spent his career developing easy to use software for both business and consumer.



Josh Kohn
Co Founder
and Head of
Client
Operations

Josh joined DebtBook in May 2020 as the Head of Client Operations, having previously worked at Passport Labs where he provided client focused technology solutions for municipalities across the country. Josh brings additional industry and operational expertise from his three years working at JP Morgan in Public Finance Investment Banking after serving six years as an Officer in the United States Army.



Kasey Harris
Head of
Accounting
Services

Kasey joined DebtBook after 13 years of experience in public and private accounting roles, most recently with CLA where she audited state and local government agencies. She is committed to providing more effective tools to local government professionals that are powerful and easy-to-use. Kasey is a Certified Public Accountant (CPA).

Define your standard terms of payment.

Net 30 Day

Who is your competition in the marketplace?

While DebtBook offers consolidated debt and lease management software, DebtBook's competitors are broken into one of two categories: Debt Management or Lease Management.

Debt Management

- Sympro by Emphasys
- DBC Debt Manager by SS&C Technologies
- Mun-Ease

Lease Management:

- LeaseQuery
- LeaseCrunch
- EZLease

What differentiates your company from competitors?

Debt & Lease Management in One Application - DebtBook is proud to say that it has built an application that can beat the best application in Debt Management as well as the best application in Lease Management. However, with DebtBook being the only organization able to offer both Debt AND Lease Management... DebtBook's solution is unmatched in the market.

- *Debt Management* - DebtBook started as a Debt Management solution that was built by industry professionals for industry professionals. In other words, DebtBook's founding team took its experience in working with municipal and non-profit clients and combined it with ongoing client conversations to build a solution that eliminates errors while streamlining efficiencies. Whether a client is interested in seeing their Debt split by Type, Fund, Purpose, or Project or creating Year End Reporting Notes that meet GFOA Certificate of Achievement in Financial Reporting standards... DebtBook has created a solution that can do it all.
- *Lease Management* - With the introduction of the GASB 87 standard it made sense for DebtBook to move into helping municipalities and non-profits manage their leases. While GASB 87 is focused on the reclassification of Operating and Capital Lease we also know that GASB 96 is next and will be focusing on IT lease. As such, DebtBook's ability to show forward looking lease schedules, deferred inflow of resources, custom charts, in addition to high level summaries of both the Lessee and the Lessor side of lease make DebtBook's solution a truly unique offering in the market.

White Glove Onboarding - If we are not removing headaches we are doing something wrong. We are continually hearing from our clients how easy we have made the onboarding experience. Specifically, we take a process that many organizations have been hesitant to address (loading Debt and Leases into an application) and we do 90% of the work. The only ask of the local governments, school districts, higher education, and non-profits is going to be answering questions that a particular lease can't answer and confirming the details DebtBook has loaded into the application. This White Glove onboarding experience has truly become a differentiator for DebtBook.

Sharing of Information - One of the benefits of a cloud hosted environment is that it can be accessed from anywhere. Whether staff is attending a City Council meeting or working from home... all of the information they need is available. Additionally, DebtBook understands the wide variety of individuals that are involved with the day to day operations including accountants, lawyers, financial advisors, and more. DebtBook's application encourages sharing access and maintaining a level of control over the information and data available. The local governments, school districts, higher education, and non-profits will maintain full control of their data through the use of role based access controls which will allow the local governments, school districts, higher education, and non-profits to assign read-only access to particular individuals and "Admin" access to other individuals.

Flexible Solution - DebtBook understands that the needs of a University with an enrollment of 5,000 and a finance department of two people is vastly different than the needs of a City with a population of multiple millions and a finance department staffed by 50 people. As such, DebtBook has build a solution that meets the needs of organizations of all sizes. This can be seen in DebtBook functionality that on the surface may seem subtle but has a profound impact at the time of need. For example, on each page of DebtBook's application, staff members are able to export all of the details into a pre-formatted Excel spreadsheet. If a manager or City Council member were to ask about very specific leases, this functionality allows City staff to aggregate the leases and provide a report in minutes without sacrificing on details such as the forward looking lease schedules, deferred inflow of resources, underlying asset, lease asset, and more. This example of time savings serves both small and large municipalities alike.

Describe how your company will market this contract if awarded.

We are committed to ensuring the market is aware of this procurement and the resulting selection. As such, we have proposed two method for informing the market about the award but we would love the opportunity to engage with NCPA on additional method for distributing awareness. Whether this is a message distributed directly from NCPA or another successful method of distribution... we are willing to discuss anything

Web site Post Upon receiving an award from NCPA we will publish a post on our web site that speak to NCPA's election of DebtBook. This post will link to NCPA's website and the underlying procurement that took place. The intent of this post is to inform buyer there is a new option for purchasing while at the same time providing credibility to the process by pointing visitor to the NCPA website.

Sales Team Outreach - The more effective of the two methods we will use to promote this award is through our outreach team. This team is having conversation on a daily basis with municipalities and procurement department and will be able to reference NCPA as a contracting mechanism at the appropriate time to the appropriate individuals.

Describe how you intend to introduce NCPA to your company.

Upon receiving an award there are three divisions of the organization that will need to be informed and trained on NCPA and how the award benefits our organization. Each of these groups have been highlighted below:

Sales - The sales team is the most critical group that we need to inform of the award. As such, an hour long training will be held in which the team will be trained on the process that took place, what the award means, and how to communicate the award. DebtBook's Vice President of Sales has extensive experience working with NCPA and will be the individual leading all of the internal trainings.

Client Operations - While Client Operations is not in the market actively seeking new contracts they are responsible for contract renewals. Therefore, this group needs to be aware of all contracting mechanisms including NCPA. In order to make them aware we will complete an hour long training to provide guidance on the process that took place, what the award means, and how the award can be communicated. Similar to the Sales training, this training will be led by the Vice President of Sales who has extensive experience working with NCPA.

Legal - Finally, it will be important that the legal team is aware of this contract award and how we can incorporate the award into our standard documentation. A similar training as Sales and Client Operations will be completed with less of a focus on external messaging and more focused on documentation and processes.

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

DebtBook does not offer any type of online catalog and/or ordering website for the purchasing of its application. The complex nature of our application lead to a more interactive sale process over a traditional product that can be purchased via online catalog

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

Please see below for the proposed support capabilities associated with the scope of service. All support will be handled by DebtBook staff.

Self-Service Support Center - An inconspicuous part of DebtBook's application is the vast database of video snippets and step by step instructions that can be found within DebtBook's Support Center. This Support Center can be accessed 24/7/365 through the application and is constantly being updated as DebtBook's support team receives repetitive questions or as new product features are released. The Support Center can be searched using key words and the our client's staff has the opportunity to provide feedback as to whether the information provided was helpful or not.

Dedicated Client Operations Manager - All technical support requests should be directed to the client's dedicated Client Operations Manager or to DebtBook's support team at support@debtbook.com. The requests are assigned to a Product Support Specialist and prioritized based on the severity and visibility of the issue. Technical Support will attempt to troubleshoot the issue and provide a workaround solution, or it will file a defect in DebtBook's defect tracking system for remediation. DebtBook will use commercially reasonable efforts to respond to requests and problems that reflect the urgency of the resolution of a request.

- **Contact Method** Direct Phone, Direct Email or Generic Email (support@debtbook.com)

Generic Support Team In addition to the client's dedicated Client Operations Manager the local government, school district, higher education, and non-profits will have the ability to interact with DebtBook's support team through either the real-time chat functionality within the application or the staff can send an email to support@debtbook.com. The email and chat functionality are monitored Monday through Friday from 8:00 am to 8:00 pm EST. These contact methods can be used for either technical or non-technical assistance.

- **Availability:** Monday through Friday, 8:00 AM to 8 PM EST
- **Contact Method** In App Chat or Generic Email (support@debtbook.com)

In addition to the traditional support listed in the above section, DebtBook has 2 in-house accountants with decades of experience in lease accounting, an individual who spent 20+ years running the financial structuring division for one of the world's largest private equity firms, and a subcontractor with an expertise in technology and experience working within municipalities. Please see the "Qualifications and Experience" response for additional details on these individuals.

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.**

At this time, DebtBook does not have a defined environmental policy and/or green initiative. However, the nature of DebtBook's software offering leads to a very minimal carbon footprint as our solution is a completely cloud-based solution with the ability to complete implementation virtually. Additionally, DebtBook has chosen to work with partners such as Amazon Web Services who have significant environmental/green initiatives including a goal of operating on 100% renewable energy by 2025.

Vendor Certifications (if applicable)

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

Not Applicable.

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.

Product

Allocation & Tracking of Obligations

In the top right of the DebtBook application users will see three quick access buttons that allow for information to be filtered based on TYPE, FUND, and PURPOSE. Should there be a desire for a 4th filter DebtBook can add an additional filter which has frequently be used to filter by Project or Department. Below is a brief summary of these filters.

- Type**

 - This represents the credit type of a given obligation
 - Each obligation has only one Type
 - Examples: General Obligation, Revenue, Note
- Fund**

 - This represents the funding source of a given obligation
 - Each obligation has at least one allocation, but can have multiple Fund splits.
 - Included in Payment Reporting allocation table
 - Examples: General Fund, Debt Service Fund, Water and Sewer Fund
- Purpose**

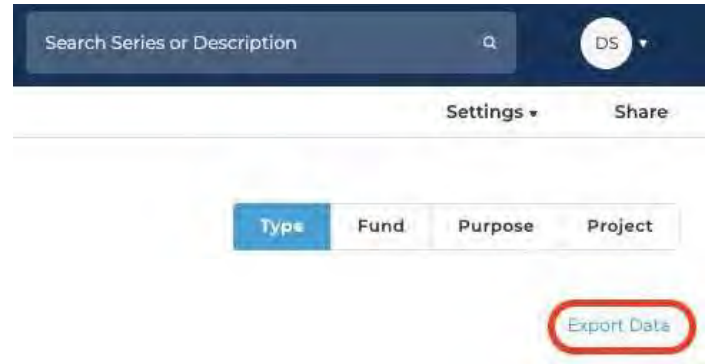
 - Each obligation has at least one allocation, but can have multiple Purpose splits.
 - Included in Payment Reporting allocation table
 - Examples: Public Safety, Parks, Schools
- 4th Option** - We have found that the wants and needs of local government, school districts, higher education, and non-profits can vary quite significantly. Therefore, we have a flexible fourth option for organizing information. This fourth option will be determined throughout the onboarding process.

Split Across 4 Funds			View Summary
Amount	Title	Outstanding Par	
00.54%	Airport Fund	\$375,000	
89.33%	General Fund	\$62,100,000	
05.01%	Sewer Enterprise Fund	\$3,480,000	
05.13%	Water Enterprise Fund	\$3,565,000	
Totals		\$69,520,000	

Additionally, DebtBook is able to show splits which highlight the individual allocations of particular obligations. For example, a 2017 General Obligation bond may be split across four different funds, six different purposes, and 26 different projects. By simply hovering over the individual 2017 GO Bond further definition tied to the various splits will be shown (similar to the image on the left) such as the Outstanding Par amount and the percentage of the split. If the staff is interested in seeing more details they can simply click the "View Summary" button within the pop-up or they can select TYPE, FUND, PURPOSE, PROJECT from the quick access buttons in the upper righthand corner of the screen (as shown within the Excel Exports section below).

Excel Exports

Within almost every page of DebtBook's application users have the ability to select the blue "Export Data" button (as shown in the image to the right). Upon selecting "Export Data" the information on the screen will automatically be exported into a pre-formatted Excel spreadsheet featuring the filters and numbers that are shown within the DebtBook application. In addition to the export being pre-formatted, the numbers will also be hardcoded and correct down the penny.



Sharing of Access

DebtBook does not charge a per seat license as a means of encouraging the local governments, school districts, higher education, and non-profits to invite anyone they believe may benefit from having access to the DebtBook application. This has historically been Financial Advisors, Accountants, Lawyers, Auditors, City Council Members, and many others. Using the "Manage Members" selection from the account settings our client's staff will have the ability to add and remove users as it sees fit. Adding a user is as simple as including their First Name, Last Name, Email Address, Title, and selecting the permission level the individual should be granted.

Role-based Access Control

DebtBook operates using three different role-based access controls. Below is a brief summary of these role-based access controls.

- **Admin** - Users can make all modifications in DebtBook including Add and Remove other user, update payment reporting and update series descriptions and notes.
- **Member** - Users can update payment reporting and update series descriptions and notes but are not able to add or remove other users.
- **Viewer** - Users have "read only" access, meaning that they can see and download data but cannot change anything in your profile that would impact another user's experience.

A screenshot of the 'Add user' form in the DebtBook application. The form has a title 'Add user' at the top. It contains several input fields: 'First Name' with a placeholder 'ex. John', 'Last Name' with a placeholder 'ex. Doe', 'Email' with a placeholder 'ex. jane@example.com', 'Titles' with a placeholder 'ex. Sr. Banker' and a note 'Please separate the titles by commas', and 'Permissions' with a dropdown menu labeled 'Choose Permissions'. There is a checkbox labeled 'Send invite' which is checked. At the bottom right, there are 'Cancel' and 'Save' buttons.



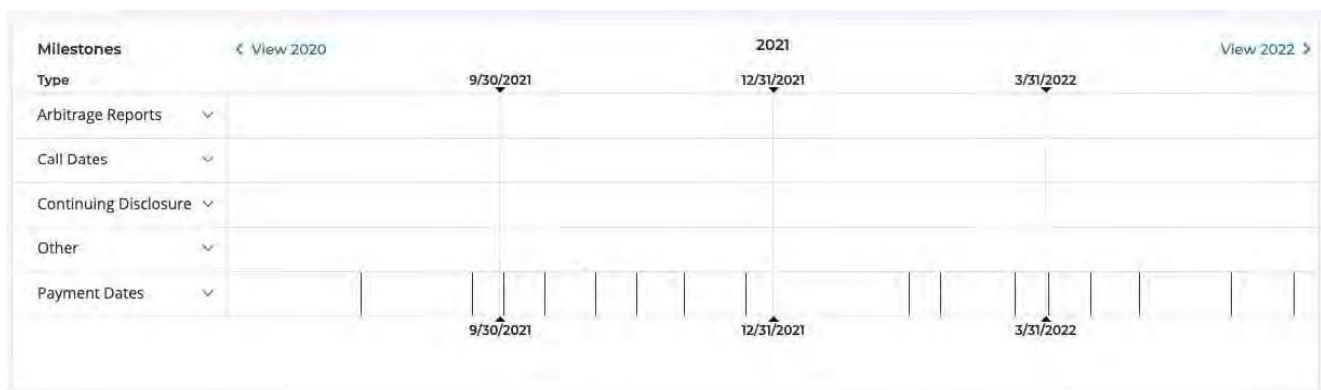
Controlling Access

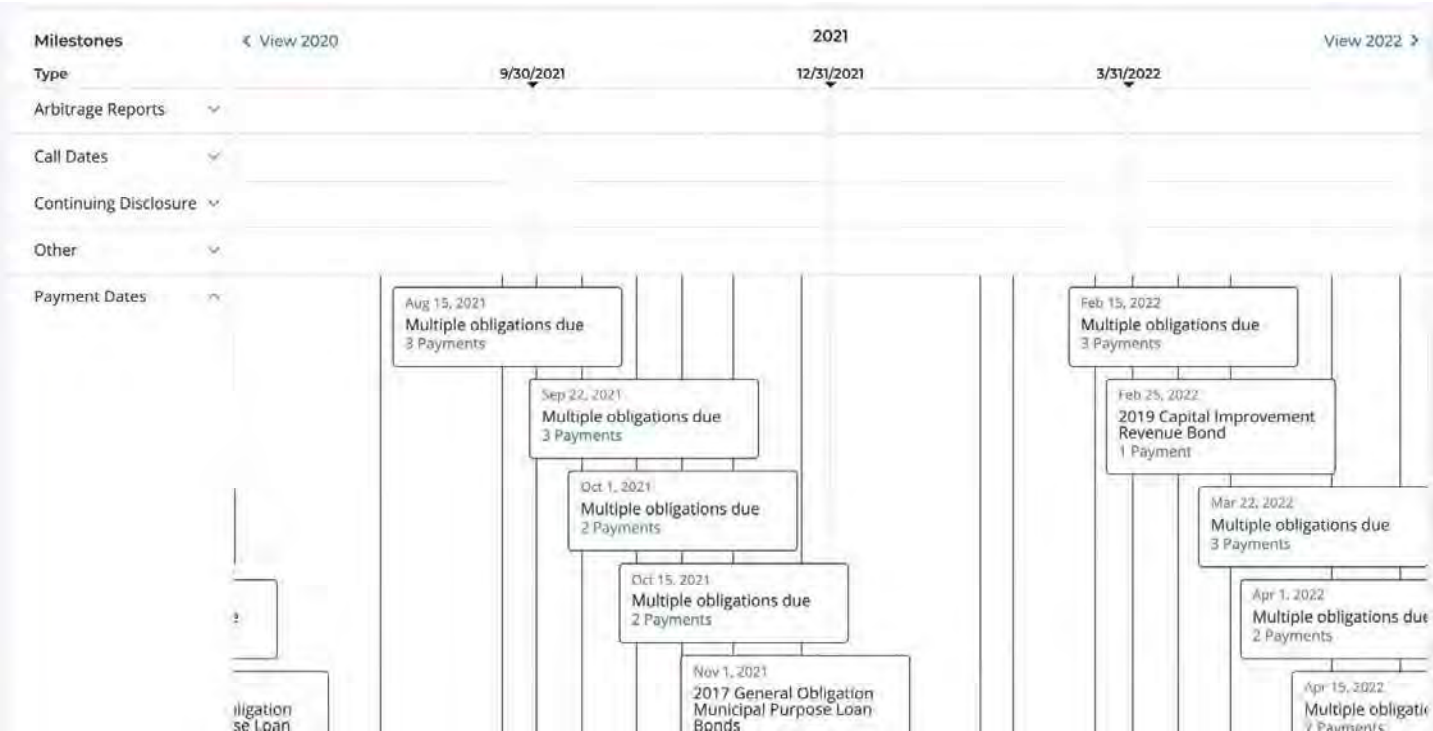
You have the ability to limit and control your guests' access to your profile including the ability to limit access and/or temporarily or permanently revoke access to your DebtBook account.

- **Manage Access to DebtBook** - This will add or remove their ability to view your profile but will not allow them to view your Reporting Notes, Payment Reporting Pages or remove their contact information from your list of professionals. You can easily turn access back on later.
- **Manage Access to Reporting** - This will remove their ability to view your Reporting Notes and payment Reporting pages but will not remove their ability to view your profile or their contact information from your list of professionals. You can easily turn access back on later.
- **Manage Access to Milestones** - This will remove their ability to view your Milestone chart that you see on the Dashboard. You can easily turn access back on later.
- **Remove** - This will permanently remove their access and delete their contact information from your list of professionals. You will need to select "Add Associate" if you want to add them later.

Key Date Tracking

Within the DebtBook application there are numerous ways to track key dates including on an individual issue basis or on a more aggregate level. Key dates DebtBook recommends including within the application include Arbitrage Reports, Call Dates, Continuing Disclosures, and Payment Dates. However, DebtBook has the ability to configure the information being tracked with any unique configurations to ensure any unique aspects of the local governments, school districts, higher education, and non-profits's environment accounted for. The below images show the collapsed Milestones functionality and the expanded Milestones functionality. Within the expanded Milestones functionality, staff will be able to see the quantity of obligations that require action as well as being able to select into the summary to be taken to the exact details associated with the reminder.





If there is interest in viewing particular Milestones in the future or in the past individuals have the ability to navigate forward or backward using the navigational buttons in the upper right and upper left of the feature. Additionally, if staff is interested in seeing key dates in more of a table format, DebtBook has summarized upcoming Milestones directly below the calendar summary (pictured above) in a table format organized in chronological order.

Finally, local governments, school districts, higher education, non-profits and supplemental staff have the ability to set individual custom reminders based on the activities they are interested in. For example, if one individual is specifically focused on payments they can elect to only receive email reminders for the payment date notices. However, if someone is interested in being reminded of all activities they can select to receive the email reminders for each and every notice.

Exportable Year End Audit Notes

DebtBook's application is organized in such a way that it allows staff to generate detailed notes for the Long-Term Debt or Leases portion of the local governments, school districts, higher education, and non-profits's financial statements automatically from the debt profile in preparation for year end financial reporting. Most importantly, the reporting export meets the GFOA Certificate of Achievement for Excellence in Financial Reporting Standards.

Comprehensive User Guides

If any user of the application has a question about a particular feature they can immediately access the DebtBook Support Center via the chat functionality in the bottom right corner of the screen. This chat functionality features a search bar or the ability to chat directly with DebtBook staff. Responses to the searches completed via the search bar feature in depth User Guides with video snippets and step by step instructions on how to use a particular feature.

At any point our client's staff can reach out to its dedicated Client Operations Manager for additional clarification.

Individual & Aggregate Obligation Reporting

At its simplest form DebtBook is breaking down the details associated with individual obligations and providing them in an easily digestible format. Then DebtBook layered on the ability to aggregate the individual obligations and view them based on their individual allocations between Type, Fund, Purpose, and Project. On top of both the individual and aggregate reporting DebtBook then added additional functionality such as the sharing of access, email notifications, and more.

Region 14 ESC on behalf of the National Cooperative Purchasing Alliance is soliciting a contract that can provide agencies with a comprehensive program to manage all of their debt and lease obligations including providing programs to assure compliance with Governmental Accounting Standards Board (GASB) 87.

DebtBook has taken deliberate steps to ensure the application it has created allows for local governments, school districts, higher education, and non-profits not only meet GFOA Certificate of Achievement for Excellence in Financial Reporting standards but also meet the newly created GASB 87 standard. These steps have been highlighted below.

External Auditors

Throughout the creation of DebtBook's application, DebtBook has been working with three external accounting firms to receive guidance on the GASB 87 standard and the various nuances associated with ensuring compliance. This iterative process with multiple third parties was designed to ensure the outcomes of DebtBook's application meet the GASB 87 standard while also minimizing the chance of errors throughout the input process.

Logic Based Decision Trees

One of the largest tasks associated with becoming compliant with the GASB 87 standard is the interpretation of various lease aspects and their applicability to the GASB 87 standard. Therefore, DebtBook has created a logic based decision tree to be used throughout the lease input process as a means of minimizing the chance of errors throughout the input process. Rather than providing our clients with a bunch of blank field to be entered DebtBook provides a dynamic application that minimizes free-entry forms and removes irrelevant fields based on previous entries.

Please note that the initial entry of lease details into the application will be completed by the DebtBook onboarding team. The above description is relevant to our clients should they have supplemental leases they would like to add to the application.

Highlighted Leases

Everything DebtBook does is designed to increase transparency and provide clarity. Therefore, with each lease that is loaded into the application, DebtBook will highlight the lease with key details such as payment dates, purchase options, underlying assets, and more so our clients can quickly and easily find the underlying information that was pulled from the lease and loaded into the application. The markups on the underlying lease will not only help DebtBook's clients but also the supporting staff working with the clients including accountants/auditors.

Respondents should be able to provide services for all leases and other debt products in order to assist agencies in minimizing their costs associated with the debt products and assure their compliance with all federal state and local laws. Management of these debts and leases must include a clearly defined program to assure compliance with all applicable laws and standards.

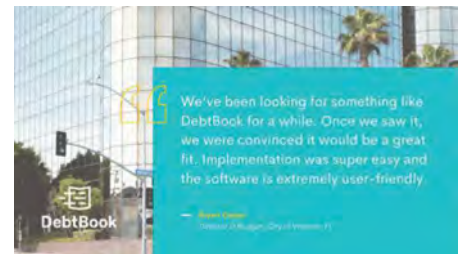
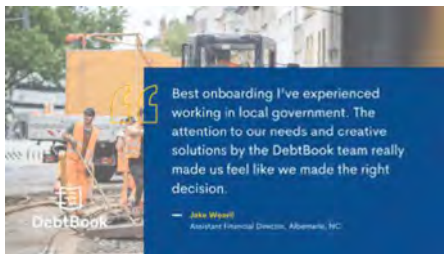
DebtBook is staffed by industry professionals including Certified Financial Advisors, Accountants, Modeling Experts, and others. The experience of these individuals in addition to the three outside accounting firms DebtBook works with (mentioned above) ensure all reporting and exports are accurate to the penny and meet the applicable laws and standards.

In fact, in about 80% of DebtBook's implementations DebtBook has been able to identify an error in the documentation provided by our clients.

Onboarding

Onboarding/Implementation Process

One of the largest challenges associated with becoming GASB 87 compliant is tied to the data analysis and entry that will eventually be aggregated in the form of a year end financial report. Therefore, DebtBook wanted to take a little additional time expanding upon its implementation process and everything it does to ensure a smooth and painless implementation. The below quote highlights some of the commentary DebtBook has received specific to its implementation process.



Step 1 & Responsibilities During Implementation The DebtBook onboarding process takes place via 4 primary steps

1. DebtBook will pull all public information related to debt from Emma.com and begin the process of entering the information into the application
2. As this happens, DebtBook will ask the local governments, school districts, higher education, and non-profits to load all additional information including split and all relevant leases into a Box.com link
3. Once the debt information is ready to be viewed DebtBook will present the profile to the local governments, school districts, higher education, and non-profit for final approval
4. While the work is being finalized on the debt obligations DebtBook's internal team will also be digging through each of the leases and aggregating all the information relevant to the GASB 87 standard. This information includes details such as termination clauses, purchase options, residual value, end dates, and more.
5. DebtBook will then load the relevant information into the application. All leases will be initially uploaded within in an "unverified".
6. DebtBook will host weekly calls with the local government, school district, higher education, and non-profit to confirm the work completed by DebtBook and change the status from "unverified" to "verified"
7. Once all the uploaded information has been verified the application is ready for use!

On average, the review and confirmation process will take approximately 5 hours of call time for the Debt Implementation in addition to approximately 5 hours of call time for the Lease Implementation and can be completed in as short or as long of a timeframe as the local government, school district, higher education, and non-profit would like. Call time will take place via video conferencing with 0 on-site time required.

1

Call per Week

Implementation Timeline - DebtBook's Client Operations Team ("Client Ops") will lead the local governments, school districts, higher education, and non-profits through the implementation process. We do not rely on any external business partners for implementation however the local governments, school districts, higher education, and non-profits are welcome to invite any external professionals (Accountant, Municipal Advisor, Lawyer) it believes would like to be included in onboarding.

4 - 5

Weeks (Approx. Onboarding Time)

The Client Ops team will host one (1) 45 minute call a week for approximately 4-5 weeks for Debt Implementation and (1) 45 minute call a week for 5-6 weeks for Lease Implementation. After implementation Client Ops is always available through Intercom, Support@DebtBook.com, and your assigned Client Ops Manager. Additionally, the DebtBook support center is available 24/7 with articles designed to help you get the most out of the DebtBook platform.

Continued Training - DebtBook provides a variety of training throughout the implementation process including personalized training from the client's dedicated Client Operation Manager. Beyond implementation, DebtBook offers self-service instructional videos and descriptions natively within the application. Finally, at any time during the client's contract with DebtBook, the client will have the direct phone number and email of the client's dedicated Client Operations Representative to ask questions and/or request further training.

Adding Additional Leases - The lease onboarding experience is designed to assist the local governments, school districts, higher education, and non-profits with the uploading and classifying of leases (based on GASB 87 standards). However, DebtBook knows that a one-time upload of leases isn't sufficient for the ongoing management of a client's leases. Therefore, DebtBook has added self-service tooling that will enable staff to manage the implementation of individual leases without the need for DebtBook's involvement.

Furthermore, DebtBook's "New Lease" functionality will walk staff through a logic-based decision tree that will reduce the likelihood of mistakes being made during the future upload of leases. As users enter lease details they will be provided drop downs and new information will appear or disappear depending on the original selection made.

Implementation & Ongoing Support The Client Operation Team exists to answer any question the local government, school districts, higher education, and non-profits may have and guarantee the best possible DebtBook experience for the client and its various professional partners. Additionally, the [DebtBook Support Center](#) is available 24/7 with helpful articles to help you get more out of the DebtBook Platform.

Support

Team

Josh Kohn
Head of Client
Ops



Gio Mantovani
Client Ops
Manager



Brendan Mannion
Client Ops
Manager



Client Operations Team's Core Responsibilities

Implementation

- Get Clients up and running fast
- Aggregate Client profile documentation
- Provide initial data upload and validation
- Provide initial setup and training for new Clients

Client Success

- Primary Client contact
- Responsible for holistic Client satisfaction
- Tracks outstanding request from Clients
- Provides voice of the Client internally to the rest of organization

User Support

- Provide timely and complete data updates upon request
- Provide comprehensive training and answers to new and existing users
- Documents requests for new functionality
- Continuously publishes new user guides

Team's Experience

Josh is a Co-Founder and the Head of Client Operations at DebtBook. After six years of operational planning and management experience as a U.S. Army Officer, Josh worked at JPMorgan in Public Finance Investment Banking serving government entities in the southeast and midwest. In 2018 Josh joined Passport Labs, inc. as a Product Manager leading development of their Transit and Mobility Enforcement practice. Josh joined DebtBook leveraging his operational, financial and technology experience to provide a world class debt and lease management experience for our Clients.

Gio is a Client Operations Manager at DebtBook. After spending over 6 years in the US Army, he worked with Prudential as a Project Manager implementing the IFRS16/ASC842 lease accounting policy. His Client Success experience includes as a Director of Client Experience with JLL before joining Cisco Systems as a Client Success Program Manager. Gio graduated from Pace University with a Bachelor's degree in Business Management and has an MBA from Saint Peter's University, where he is currently completing a masters in accounting.

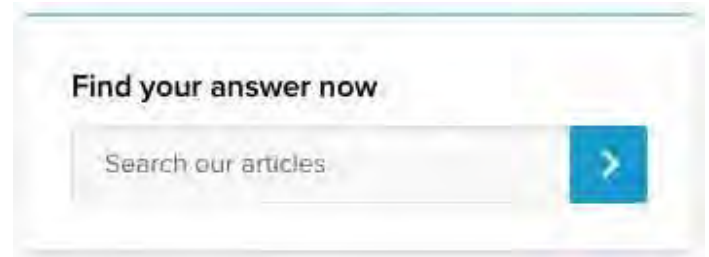
Brendan is a Client Operations Manager at DebtBook. He has ten years of experience working in Citigroup's Public Finance Division where he worked with a variety of municipal issuers across a variety of sectors including utility and infrastructure, transportation, higher education and state and local government primarily in the Mid-Atlantic Region.

In addition to the client's dedicated Client Ops Representative, the local governments, school districts, higher education, and non-profits will also have access to DebtBook's In-App support, self-service tooling, maintenance & release notes, and ongoing education. Below, DebtBook has provided further clarity on these topics.



"Send a Message" - When a user selects the "Send us a Message" button (seen in the image to the left) it will open up a chat window and allow the local governments, school districts, higher education, and non-profits or any other staff the ability to engage directly with DebtBook's Client Ops staff. The client can use this chat for everything from simple functional questions to more complex setup questions.

"Find Your Answer Now" - This conspicuous search function provides you access to DebtBook's library of resources including administrative items such as why two factor authentication is important to more role specific information such as what an embedded lease is and why it is important. This resource has information added to it on a weekly basis.



Self Service Tooling - The lease onboarding experience is designed to assist the local governments, school districts, higher education, and non-profits with the uploading and classifying of leases (based on GASB 87 standards). However, DebtBook knows that a one-time upload of leases isn't sufficient for the ongoing management of a client's leases. Therefore, DebtBook has added self-service tooling that will enable staff to manage the implementation of individual leases without the need for DebtBook's involvement.

Furthermore, DebtBook's "New Lease" functionality will walk staff through a logic based decision tree that will reduce the likelihood of mistakes being made during the future upload of leases. As users enter lease details they will be provided drop downs and new information will appear or disappear depending on the original selections made.

Ongoing Communication

Ongoing Education - DebtBook is dedicated to providing resources and information that help our clients and others throughout the industry stay informed and educated. Information such as "What is an embedded lease?" and "Planning and Preparing for GASB 87 A Step-by-Step Guide" are included on DebtBook's blog to provide need to know information that is directly relevant to our client's day to day operation. Below, is a sample of DebtBook's two most recent blog posts geared toward lease.



Are you ready for GASB 87?

If the answer to that question is "no," not to worry: The Governmental Accounting Standards Board ("GASB") postponed the effective date of GASB 87 to reporting periods starting after June 15, 2021, meaning entities with a June 30, 2021 fiscal year-end will be the first to implement for their fiscal year 2022.

GASB 87 requires leases to be reported on the face of the financial statements and eliminates the classification of operating and capital leases. It means more work to be done for finance teams that are already understaffed throughout the country.

We've assembled this guide to break down the preparation process into bite-sized pieces for you and your team.

Step One: Creating Your Implementation Roadmap

Step Two: Collecting and Organizing Leases

Step Three: Extracting the Data

Step Four: Crafting the Initial Schedules

Step Five: Launching the Internal Review Process

Step Six: Understanding the Importance of Journal Entries

Step Seven: Starting the External Review Process

Step Eight: Preparing Note Disclosures

Step Nine: Adhering to Ongoing Compliance



What is an embedded lease?

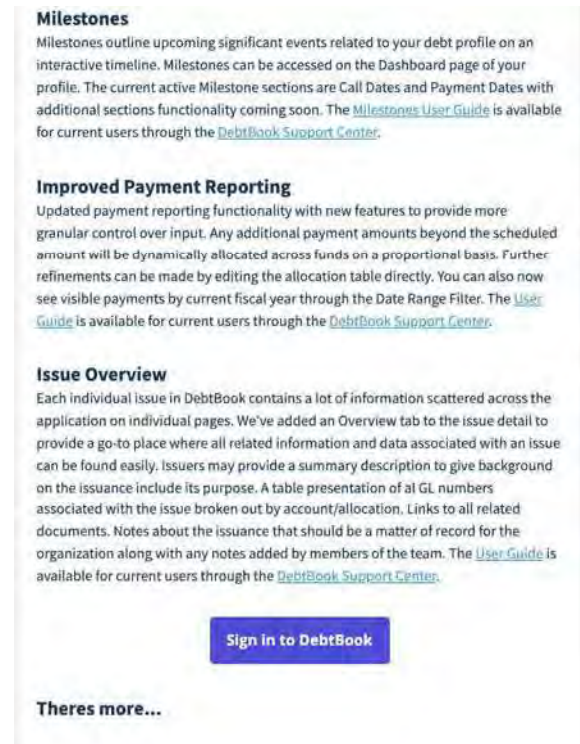
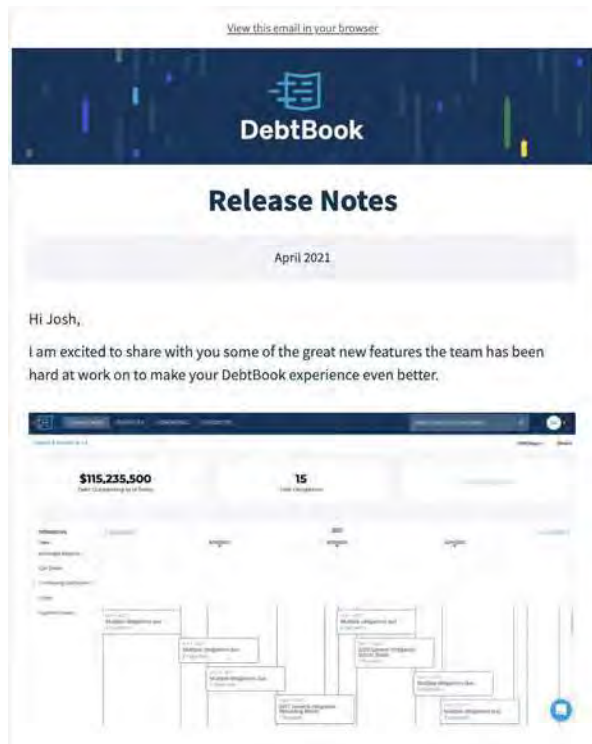
Not all contracts that are considered leases under GASB Statement No. 87 "Leases" (GASB 87) will include the words "lease" or "rent" to help clearly identify them as leases. Some contracts will contain the right to use an underlying asset as part of a larger agreement. This right-of-use within a contract is called an embedded lease. There are several questions that can help with identifying whether or not there is an embedded lease in a contract.

1. Does the contract talk about a physical asset that you do not own (even if it doesn't list one specifically)?
2. Do you obtain all of the benefits from the asset for a period of time?
3. Do you get to determine the way the asset gets used?
4. Is money or other fair value exchanged as part of the contract?

If the answer to these questions is Yes, you have an embedded lease that has to be accounted for using GASB 87 requirements. The best way to understand embedded lease contracts is through some examples:

Example 1: A County enters into a Data Hosting Agreement for the sensitive data collected by the County's Department of Social Services. The contract is for 60 months with a monthly payment of \$5,000. The hosting services include website access, data storage and application updates. The contract states that the data is stored on a server that is used exclusively for the County's data and the County can indicate how they want the server to be used during the contract period.

New Product Release Communication - DebtBook maintains a regular new product update/release cadence with a new release coming every few weeks. The timing of the release may vary based on the scope of the release but each release comes with three main forms of communication: **Release Notes Email, User Guides, and Office Hours**. The below two images are a sample of a Release Notes Email that was sent to existing clients in April 2021. Within this Release Notes Email, each individual quote is highlighted with a brief description of the new/updated feature with some features having a brief video snippet highlighting what the new flow looks like within the application. Additionally, individuals who receive the email will be able to click on hyperlinks within the email to see additional information about the feature.



One such hyperlink that appears within the release notes, or shortly after the release, is the specific functionality's User Guide. These User Guides can be accessed via the application's Support Center/Chat Functionality and highlight a more comprehensive summary of how the individual feature works and the intent behind making the feature available. The screenshot to the right is the User Guide for the "Milestones" functionality that was highlighted in the Release Notes Email. The graphic at the bottom of the screenshot is a moving gif which shows an individual interacting with the new functionality. Additionally, if the user were to scroll there would be additional information including the ability to contact a support representative should there be any additional questions associated with the new/updated feature.

Finally, DebtBook maintains recurring "Office Hours" which are predetermined times in which the Client Operations team briefly highlights new features and/or common questions while also allowing time for questions and general conversation. These meetings take place at two different times throughout each month and different dates and times to better enable busy schedules. We highly encourage the local governments, school districts, higher education, and non-profits to consider attending these "Office Hours" as a means of learning more about the application.

If the New Release Emails, User Guide, or Office Hours don't get the client the answer it is looking for the client can always reach out to its dedicated Client Operations Representative to have a more personalized conversation. The client will have the direct phone number and email of its dedicated Client Operations Representative

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.

DebtBook's application is specifically built to address both Debt and Lease management within a single consolidated profile. As such, DebtBook feels as if it's application fits the exact ask of this request for procurement and does not have any value added products and services to add.

Tab 9: Required Documents

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	Fifth Asset, Inc. d/b/a DebtBook
Print Name	Tom Wiese
Address	1920 Abbott Street STE 303
City, State, Zip	Charlotte, NC 28203
Authorized signature	<i>Tom Wiese</i>
Date	July 21, 2021

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

Tom Wiese

Date

July 21, 2021

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	Fifth Asset, Inc. d/b/a DebtBook
Address	1920 Abbott Street STE 303
City/State/Zip	Charlotte, North Carolina 28203
Telephone No.	(817) 307-1181
Fax No.	
Email address	tom.wiese@debtbook.com
Printed name	Tom Wiese
Position with company	Vice President, Sales
Authorized signature	<i>Tom Wiese</i>

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>

Thank you!

We want to spend a minute to say thank you for considering our proposal and reiterate how excited we are to present our solution. We are confident that we will be able to meet the need of local government , school district , higher education, and non profit across the country by streamlining processes, providing better access to documentation, and enabling cross functional sharing throughout the our client' organization and it supporting staff (accountant , lawyer , banker , etc)

Evaluation Criteria	Point Value	Fifth Asset, Inc. dba Debtbook	GCR Inc. dba Civix	Grant Thornton Public Sector LLC	
Pricing	40	36	16	16	
Ability to service the contract	25	23	12	5	
References	15	13	7	10	
Technology	10	10	5	5	
Value Added Products and Services	10	0	8	0	
Total	100	82	48	36	



Vendors Awarded Under this Contract

Fifth Asset, Inc. dba Debtbook

Evaluation Committee for Contract:

Emily Jeffrey

Matthew Mackel

Jonathan Applegate

Mike Muscara



21-21 - Request for Proposal (RFP) for Debt and Lease Management Software and Consulting Services

Project Overview

Project Details	
Reference ID	21-21
Project Name	Request for Proposal (RFP) for Debt and Lease Management Software and Consulting Services
Project Type	RFP
Department	Purchasing
Open Date	Jun 08, 2021 4:00 PM CDT
Close Date	Jul 22, 2021 2:00 PM CDT

Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Jul 22, 2021 2:19 PM CDT	Jonathan Applegate
Pricing	Jul 22, 2021 2:19 PM CDT	Jonathan Applegate

**RFP Bid/Proposal Receipt List:**

RFP #21-21 Debt and Lease
Management Software and
Consulting Services
Thursday, July 22nd, 2021 2:00 pm

Supplier	Date Submitted	Name	Email
GCR Inc., DBA Civix	Jul 22, 2021 8:25 AM CDT	Lynette Lapeyrolerie	gcrbusdev@gocivix.com
Fifth Asset, Inc. dba DebtBook	Jul 22, 2021 8:23 AM CDT	Tom Wiese	tom.wiese@debtbook.com
Grant Thornton Public Sector LLC	Jul 22, 2021 1:32 PM CDT	Virginia Dawson	virginia.dawson@us.gt.com



DebtBook Quote

City of Pompano Beach, FL

100 West Atlantic Blvd.

Pompano Beach, VA 33060

Allison Feurtado

Controller

allison.feurtado@copb.com

(954) 786-4501

Prepared By:

DebtBook

Chad Cowan

Account Manager

chad.cowan@debtbook.com

Notice Address:

300 W. Summit Ave STE 110

Charlotte, NC 28203

Products & Services

Description	Qty	Unit Price	Annual Escalator	Total
Subscription Charge: Tier 3 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$12,500 Year 1	-	\$12,500 Year 1 Cost
Subscription Charge: Tier 3 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$15,000 Year 2	-	\$15,000 Year 2 Cost
Subscription Charge: Tier 3 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$15,000 Year 3	5%	\$15,750 Year 3 Cost

Total 3 Year Renewal Cost:

\$43,250