



1602 Village Market Blvd SE, Suite 320
 Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 4/30/2024, 1:18 AM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

OpenGov Quote for County of Hidalgo, TX

Contract: DIR-TSO-4227

Quote #: Q-05808
Expires On: 5/31/2024

Ship To
 County of Hidalgo, TX

Quote For:
Name: Dagoberto Soto
Company: County of Hidalgo, TX
Email: dagoberto.soto@co.hidalgo.tx.us
Phone: (956) 292-7025

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 5/1/2024
 Overall POP End Date: 12/31/2026

Prorated Initial Term Period of Performance: 05/01/2024 - 12/31/2024

PART #	DESCRIPTION	POP START DATE	POP END DATE	QTY	MSRP	UNIT PRICE	EXTENDED
OPGV-GABS-B200300M-RR-1Y	Budgeting & Planning - Between \$200-300 Million - 1Y	5/1/2024	12/31/2024	1.00	167,071.00	\$75,941.00	\$75,941.00
OPGV-GHBP-B200300M-NR-0Y	Custom Professional Services Deployment - Fixed Fee - Between \$200-300 Million - 0Y	5/1/2024	12/31/2024	371.00	289.00	\$232.00	\$86,072.00
Prorated Initial Term TOTAL:							\$162,013.00

Full Year 1

Period of Performance: 01/01/2025-12/31/2025

PART #	DESCRIPTION	POP START DATE	POP END DATE	QTY	MSRP	UNIT PRICE	EXTENDED
OPGV-GABS-B200300M-RR-1Y	Budgeting & Planning - Between \$200-300 Million - 1Y	1/1/2025	12/31/2025	1.00	167,071.00	\$119,607.00	\$119,607.00
Full Year 1 TOTAL:							\$119,607.00

Full Year 2

Period of Performance: 01/01/2026 - 12/31/2026

PART #	DESCRIPTION	POP START DATE	POP END DATE	QTY	MSRP	UNIT PRICE	EXTENDED
OPGV-GABS-B200300M-RR-1Y	Budgeting & Planning - Between \$200-300 Million - 1Y	1/1/2026	12/31/2026	1.00	167,071.00	\$125,303.25	\$125,303.25
Full Year 2 TOTAL:							\$125,303.25

TOTAL: \$406,923.25

Customer's use of the OpenGov Services is pursuant to the the OpenGov Software Services Agreement between the County of Hildago, TX and OpenGov, Inc. dated September 12, 2022

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support & Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses

OPENGOV SOFTWARE SERVICES AGREEMENT

include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Restrictions.** Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 **Responsibilities.** Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 **Software Services.** OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 **Customer Data.** Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 **Access to Customer Data.** Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 **Feedback.** Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

OPENGOV SOFTWARE SERVICES AGREEMENT

5.2 “**Confidential Information**” means all confidential business, technical, and financial information of the disclosing party that is marked as “Confidential” or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov’s Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, “Confidential Information” does not include: (a) “**Public Data**,” which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term (“**Software Services Fees**”) and the fees for Professional Services (“**Professional Services Fees**”) are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as “**Fees**”. Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW in accordance with Chapter 2251 of the Texas Government Code (the “Texas Prompt Payment Act”) (invoices are deemed received when OpenGov emails them to Customer’s designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments in accordance with the Texas Prompt Payment Act.

(b) Intentionally Deleted.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according with the Texas Prompt Payment Act.

(d) Intentionally Deleted.

(e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer’s personnel or contractors are not completing Customer’s responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an “**On Hold Notice**”) that (A) designates the Professional Services to be provided to the Customer as “**On Hold**”, and (B) detail Customer’s obligations and responsibilities necessary for OpenGov to continue performing the Professional Services. Customer’s failure to resolve the issues in the On Hold Notice shall be a material breach of this Agreement.

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov may be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the “On Hold” status, only upon Customer’s fulfillment of its obligations set out in the On Hold Notice. Upon Customer’s fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer’s failure to complete Customer’s

OPENGOV SOFTWARE SERVICES AGREEMENT

responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "Initial Term") unless sooner terminated pursuant to Section 7.3 below.

7.2 Intentionally Deleted.

7.3 Termination. Customer may terminate this Agreement without cause at anytime during any term upon thirty (30) days' written notice to OpenGov. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. Customer does not waive and shall not be deemed to have waived any immunity or defenses available to Customer against any claims arising from this Agreement. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), 7.5 (Survival), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

OPENGOV SOFTWARE SERVICES AGREEMENT

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. TO THE EXTENT PERMITTED UNDER THE LAWS OF THE STATE OF TEXAS: OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Intentionally Deleted.

OPENGOV SOFTWARE SERVICES AGREEMENT

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word “notice” appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it may seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Intentionally deleted.

10.10 Governing Law and Jurisdiction. This Agreement shall be fully governed by the laws of the State of Texas. Venue shall be performable in a federal or state court of competent jurisdiction in Hidalgo County, Texas, and the parties hereby submit to personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

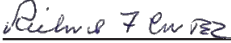
[SIGNATURE PAGE TO FOLLOW]

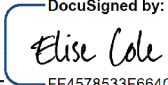
OPENGOV SOFTWARE SERVICES AGREEMENT

Signatures

Customer: Hidalgo County

OPENGOV, INC.

Signature: 
Name: Richard F. Cortez
Title: Hidalgo County Judge
Date: May 16, 2024

Signature: 
Name: Elise Cole
Title: Chief Legal Officer
Date: 5/15/2024

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON May 14, 2024.

Agenda Item No. 95083

Executive Office: MS

VENDOR:
Vertosoft LLC

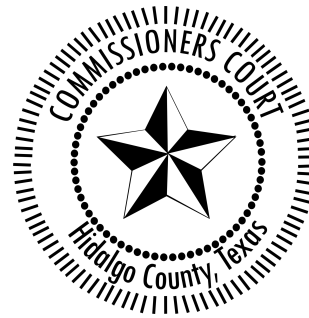
COUNTY:
COUNTY OF HIDALGO

David Ball
Authorized Representative

Richard F Cortez
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:



Robert Viña III
Robert Viña III (May 15, 2024 13:50 CDT)
Robert Viña, Assistant District Attorney

Arturo Guajardo Jr
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

220.1
P4/2 ✓

B. Acceptance and approval of the Roll-Off Service agreement with Waste Connections of Texas Rio Grande Valley for one (1) front load 8-yard bin for disposal services in the amount of \$163.00 per month for Pct. 4.

E. IT Department

OK ✓
P4/2 ✓
P4/2 ✓
P4/2 ✓

- 1. AI-94810 A. Requesting exemption from competitive bidding requirements pursuant to Texas Local Government Code 262.024(a)(7)(A) Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies; (C) Electric power, gas, water, and other utility services; (D) Captive replacement parts or component for equipment;
 - B. Acceptance and approval of the "Sole Source Declaration" for Spectrum, a subsidiary of Charter Communications Operating, LLC., for any and all patented products to be utilized by IT Department with said declaration to remain in effect while the declaration is in place or until revoked by HCCC;
 - C. Requesting authority to enter into a 12 month service and installation agreement for PRI (Primary Rate Interface) System with Spectrum, a subsidiary of Charter Communications Operating, LLC, in the total amount of \$2,868.00 monthly and an additional fee of \$500.00 (removal and installation).

old to new Office.

F. Facilities Management

OK ✓
P2/4 ✓

Arturo Guayardo, Co. Clk.

- 1. AI-95288 Requesting approval to award job order contractor Rio United, LLC through HC's membership with The Interlocal Purchasing System (TIPS JOC Contract No. 211001), for the "County Clerk Re-Roof & Exterior Upgrades", in the amount of \$188,000.00 (fee includes bonds), with the authority to issue a Notice to Proceed upon receipt of the required payment and performance bond.

old Roberts Chem. Bldg.

G. Budget & Management

OK ✓
P4/2 ✓

- 1. AI-95294 Requesting approval of the final negotiated AIA Document (B-101-2017) Standard Form of Agreement between Hidalgo County and Milnet Architectural Services, PLLC, in connection with "Architectural Services for HC Admin II McColl Building Budget Office Interior Remodel" project, in the amount not to exceed \$21,900.00.

- 2. AI-95083 Requesting approval of an OpenGov Software (Budget & Planning) Services Agreement for the Budget and Management Department, through HC's membership with Texas Department of Information Resources (DIR-TSO-4227) from Vertosoft LLC, an OpenGov reseller, in the total amount of \$406,923.25.

H. Sheriff's Office

APPROVED

OK ✓
P4/2 ✓

- 1. AI-95200 Requesting approval to purchase one (1) 2025 Chevrolet Tahoe Z71 4X4 through HC's membership with BuyBoard Purchasing Cooperative (Contract No. 724-23), from Caldwell Country Chevrolet, in the total amount of \$77,600.00

I. Co. Wide

OK ✓
P4/2 ✓
P2/4 ✓

- 1. AI-95212 Requesting approval of the best and final negotiated offer meeting all requirements and specifications for "Credit Card Payment Services" (C-23-0507-05-14) with Easy Access Inc.
- 2. AI-95187 Requesting approval to award contract to Synolo Materials, LLC, the qualified sole responsive bidder, for "Purchase of Concrete Mix & Delivery" (C-24-0084-05-14).

J. Health & Human Services:

OK ✓
P4/2 ✓

- 1. AI-95268 A. Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4): a personal or professional services;
 - B. Presentation of the scoring grid, for the purpose of ranking by HCCC, of firms graded through the County's Pool of pre-qualified Professional Services for "ARPA-22-340-055 - Engineering Services - Hidalgo County COVID-19 Vaccination Supplies" located in Precinct No.4

→ (Canopy) Efforts

AI-95083

Purchasing Department 22. G. 2.

**CC REGULAR AGENDA SPECIAL
MTG**

Budget & Management

Meeting Date: 05/14/2024

Submitted For: Ignacio Amezcua,
PURCHASING DEPT.

Submitted By: Pedro Cuadros

Department: PURCHASING DEPT.

CAPTION

Requesting approval of an OpenGov Software (Budget & Planning) Services Agreement for the Budget and Management Department, through HC's membership with Texas Department of Information Resources (DIR-TSO-4227) from Vertosoft LLC, an OpenGov reseller, in the total amount of \$406,923.25.

BACKGROUND

Project No.: 24-0142

Contract Effective Dates: 05/01/2024 - 12/31/2026

Fiscal Impact

CALENDAR YEAR: 2024

ACCT. #: 4-1290-441-62-115-339-9-336

FUNDS AVAILABLE Y/N?: N

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds will be available with AI 95071

ARPA-23-115-339 Hidalgo County Technology Modernization

Will be taken to court for ARPA adjustment funds

Attachments

Coop Contract Summary

1295 Form(s)

Legal Approval

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing / Internal	Ignacio Amezcua	04/30/2024 08:25 AM
Purchasing / Internal	Ignacio Amezcua	05/09/2024 01:32 PM
Budget & Management	Veronica Ortiz	05/09/2024 05:28 PM
Final Approval	Monica Salinas	05/10/2024 06:10 PM
Form Started By: Pedro Cuadros		Started On: 04/24/2024 08:21 AM
Final Approval Date: 05/10/2024		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1150557

Date Filed:
 04/23/2024

Date Acknowledged:
 04/24/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Vertosoft LLC
 Leesburg, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 County of Hidalgo, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 24-0142
 OpenGov Budgeting & Planning Suite

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Re: 24-0142 OpenGov Budgeting & Planning - Quote, Services Agreement & Statement of Work Inbox



Robert Vina

1:57 PM (0 minutes ago)

to me, michelle.lopez@da.co.hidalgo.tx.us, victor.garza@da.co.hidalgo.tx.us

Good Afternoon Mr. Cuadros,

This office reviewed the OpenGov agreement for the Budget Department through DIR Coop and at this time the same is approved as to form.

Please let me know if you have any questions.

Respectfully,

Robert Viña III
Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

[\(956\) 292-7609](tel:(956)292-7609) EXT 8187

[\(956\) 292-7619](tel:(956)292-7619) FAX

robert.vina@da.co.hidalgo.tx.us

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[Home](#) > [Explore DIR Contracts](#)

Contract Number

DIR-TSO-4227

Contract Term Date: **09/28/24** [?](#)

Contract Expiration Date: **09/28/24** [?](#)

Vendor Information

[Vertosoft, LLC](#)

Vendor ID: **18139112876**

HUB Type: **Non HUB** [?](#)

RFO: **DIR-TSO-TMP-416**

Contract Status: **Active**

VENDOR CONTACT:

[Jay Colavita](#) [↗](#)

Phone: (703) 568-4703

[Vendor Website](#) [↗](#)

DIR CONTACT:

[Linda Mahan](#) [↗](#)

Phone: (512) 475-4830

Contract Overview

Vertosoft is offering Software and Related Services Brands available are Workiva and FactGem. Contracts may be used by Texas state agencies, and public institutes of higher education. Resellers are not available for this contract. DIR has exercised the second automatic renewal option for this Contract. This renewal extends the contract through 9/28/2024.

Contract Details & Ordering Information

[Products & Services](#)



Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Software
- Software as a Service



Date: 4/30/2024, 1:18 AM

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

OpenGov Quote for County of Hidalgo, TX

Contract: DIR-TSO-4227

Quote #: Q-05808
Expires On: 5/31/2024

Quote For:
Name: Dagoberto Soto
Company: County of Hidalgo, TX
Email: dagoberto.soto@co.hidalgo.tx.us
Phone: (956) 292-7025

Ship To
County of Hidalgo, TX

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 5/1/2024
Overall POP End Date: 12/31/2026

Prorated Initial Term

Period of Performance: 05/01/2024 - 12/31/2024

PART #	DESCRIPTION	POP START DATE	POP END DATE	QTY	MSRP	UNIT PRICE	EXTENDED
OPGV-GABS-B200300M-RR-1Y	Budgeting & Planning - Between \$200-300 Million - 1Y	5/1/2024	12/31/2024	1.00	167,071.00	\$75,941.00	\$75,941.00
OPGV-GHBP-B200300M-NR-0Y	Custom Professional Services Deployment - Fixed Fee - Between \$200-300 Million - 0Y	5/1/2024	12/31/2024	371.00	289.00	\$232.00	\$86,072.00

Prorated Initial Term TOTAL: \$162,013.00

Line No 1

1

Line No 2

2

Full Year 1

Period of Performance: 01/01/2025-12/31/2025

PART #	DESCRIPTION	POP START DATE	POP END DATE	QTY	MSRP	UNIT PRICE	EXTENDED
OPGV-GABS-B200300M-RR-1Y	Budgeting & Planning - Between \$200-300 Million - 1Y	1/1/2025	12/31/2025	1.00	167,071.00	\$119,607.00	\$119,607.00
Full Year 1 TOTAL:							\$119,607.00

1

Full Year 2

Period of Performance: 01/01/2026 - 12/31/2026

PART #	DESCRIPTION	POP START DATE	POP END DATE	QTY	MSRP	UNIT PRICE	EXTENDED
OPGV-GABS-B200300M-RR-1Y	Budgeting & Planning - Between \$200-300 Million - 1Y	1/1/2026	12/31/2026	1.00	167,071.00	\$125,303.25	\$125,303.25
Full Year 2 TOTAL:							\$125,303.25

1

TOTAL: \$406,923.25

Customer's use of the OpenGov Services is pursuant to the the OpenGov Software Services Agreement between the County of Hildago, TX and OpenGov, Inc. dated September 12, 2022

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

APPENDIX C PRICING INDEX
Per Amendment 2
VERTOSOFT, LLC DIR-TSO-4227

BRAND	SOFTWARE PRODUCT DESCRIPTION	DIR Customer Discount % off MSRP
Alation	Data Management - Enterprise, Premium & Standard Editions	5.71%
Alation	Data Management - Cloud	5.71%
Alation	Data Management - Data Governance	5.71%
Alation	Data Management - Cloud - Data Governance	5.71%
Alation	Data Management - Data Catalog	5.71%
FactGem	FactGem Annual 4-core license subscription for Neo4J Production Government Bundle. Includes Foreman* (FactGem and FactGem Standby must be bundled together)- Data Integration	11.00%
FactGem	FactGem Annual 4-core license subscription for Neo4J Standby Government Bundle. Includes Foreman (FactGem and FactGem Standby must be bundled together)- Data Integration	11.00%
FactGem	FactGem Annual 64-core license subscription for Neo4J Production Government Bundle. Includes Foreman* (FactGem and FactGem Standby must be bundled together) - Data Integration	11.00%
FactGem	FactGem Annual 64-core license subscription for Neo4J Standby Government Bundle. Includes Foreman (FactGem and FactGem Standby must be bundled together) - Data Integration	11.00%
HCL	HCL EndPoint Management	20.92%
HCL	HCL Compliance Reporting	20.95%
HCL	HCL Software Asset Inventory	20.86%
HCL	HCL Multi-App Security Testing	20.98%
HCL	HCL Web Application Testing	20.87%
HCL	HCL Source Code Testing	20.85%
HCL	HCL Patch Management	5.71%
NNData	NNData Software	3.00%
Opengov	Opengov Software	25.00% 1
PRISM	PRISM Software as a Service, Software	20.00%
PRISM	PRISM Storage - Tier 1 through Tier 5	10.00%
Quantexa	Quantexa Data Analytics Software	1.05%
Workiva	Workiva Wdesk Cloud Platform - Financial and Audit	16.00%
Workiva	Workiva Wdesk Professional User License - Financial and Audit	16.00%
Workiva	Workiva Wdesk Standard User License- Financial and Audit	16.00%
Workiva	Workiva Wdesk Onboarding Services per unit - Financial and Audit Management	16.00%
Workiva	Workiva Wdesk Document optimization services per unit - Financial and Audit	16.00%
Workiva	Workiva Software	16.00%
Zimperium	Zimperium Security Software	28.00%
BRAND	SERVICE DESCRIPTION	DIR Customer Discount % off MSRP
Alation	Data Management Services (Implementation, Support, and Training)	5.71%
PRISM	PRISM Service - Single Sign-on Integration Implementation Set-up & Configuration of Single Sign-on Active Directory	20.00%
PRISM	PRISM Service - Training, Roll-out, Membership, Registration, Exam, Enterprise Economic Inclusion, Diversity & Compliance, and other services not named	10.00%
PRISM	PRISM Service - Payroll Penalty Fee Service Management, Payment Service Implementation, and Application Payment Service Management	5.00%
Quantexa	Quantexa Implementation Services	1.05%
Vertosoft	Vertosoft Implementation Services	20.00% 2

VOLUME PRICING				
Brand		QUANTITY	DIR Customer Discount % off MSRP	
Workiva		1-20 units	16.00%	
Workiva		21-100 units	18.00%	
Workiva		100+ units	20.00%	
Additional Discounts Based On Aggregate Sales				
Contract Sales Threshold	Product or Category Description	Original Discount	Additional Discount	Total Discount
\$75,000	Workiva	16.00%	(+) 1.00%	17.00%
\$150,000	Workiva	16.00%	(+) 3.00%	19.00%



Hidalgo County • Department of Budget & Management
American Rescue Plan Act 2021

Exhibit A - Projects

#	ARPA Project No.	ARPA Project Name	Final Rule Category
1	ARPA-23-115-339	Hidalgo County Technology Modernization	6.1: Provision of Government Services
2	ARPA-23-115-340	Assistance for Hidalgo County Ambulance Response Services	6.1: Provision of Government Services
3	ARPA-23-115-341	Hidalgo County Public Facilities Survey and Maintenance Services	6.1: Provision of Government Services



Hidalgo County • Department of Budget & Management

American Rescue Plan Act 2023

Project Description

Project Name:

Hidalgo County Technology Modernization

Project Number:

ARPA-23-115-339

Department Name:

Budget and Management

ARPA Expenditure Category:

6: Revenue Replacement

ARPA Eligibility Category:

6.1: Provision of Government Services

Project Description:

The rapidly escalating effects of the COVID-19 pandemic affected technology infrastructure by making it more difficult for government agencies to provide essential services and to execute the delivery of these services. To mitigate these effects, Hidalgo County will implement the Hidalgo County Technology Modernization Project for its departments countywide and aims to increase efficiency, productivity and safety. This project will include but is not limited to new technology application solutions, cybersecurity modernization, and other hardware and software upgrades. Better government systems will permit employees to continue performing essential services for the county and be responsive to the needs of the community.

“Treasury continues to believe that the lists of activities that either are or are not providing government services are accurate but is clarifying here that, generally speaking, services provided by the recipient governments are “government services” under the interim final rule and final rule, unless Treasury has stated otherwise. Government services include, but are not limited to...modernization of cybersecurity, including hardware, software, and protection of critical infrastructure.”¹

Fiscal Impact:

Estimated Budget: \$500,000.00

¹ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4408



Hidalgo County • Department of Budget & Management
American Rescue Plan Act 2023

Project Description

Project Name:

Assistance for Hidalgo County Ambulance Response Services

Project Number:

ARPA-23-115-340

Department Name:

Budget and Management

ARPA Expenditure Category:

6: Revenue Replacement

ARPA Eligibility Category:

6.1: Provision of Government Services

Project Description:

The escalating effects of the COVID-19 pandemic affected and increased the demand for ambulance response services in Hidalgo County, specifically in unincorporated areas and the adult detention facility, which have made it difficult to provide emergency medical services. In response, affected Hidalgo County precincts and the adult detention facility have made first response emergency medical providers available in unincorporated areas and the adult detention facility to ensure the effective delivery of emergency health care services. To continue providing these critical services, Hidalgo County will implement the Assistance for Hidalgo County Ambulance Response Services project which will include the provision of ambulance response and related-services in Hidalgo County to serve its most vulnerable residents in unincorporated areas, the adult detention facility and other areas as needed to ensure access to emergency medical services.

“Treasury continues to believe that the lists of activities that either are or are not providing government services are accurate but is clarifying here that, generally speaking, services provided by the recipient governments are “government services” under the interim final rule and final rule, unless Treasury has stated otherwise. Government services include, but are not limited to... and the provision of police, fire, and other public safety services.”¹

Fiscal Impact:

Estimated Budget: \$2,500,000.00

¹ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4408



Project Description

Project Name:

Hidalgo County Public Facilities Survey and Maintenance Services

Project Number:

ARPA-23-115-341

Department Name:

Facilities Management Department

ARPA Expenditure Category:

6: Revenue Replacement

ARPA Eligibility Category:

6.1: Provision of Government Services

Project Description:

The effects of the COVID-19 pandemic affected public facilities, services and safety, making it essential to create and implement mitigation and prevention tactics to limit the spread of COVID-19. Prioritizing health and safety, Hidalgo County took immediate action to ensure that county-owned buildings and facilities were surveyed and that potential problem areas were addressed to meet the diverse needs of both residents and employees. To continue these efforts, Hidalgo County will implement the Hidalgo County Public Facilities Survey and Maintenance Services project, which includes but is not limited to assessment and maintenance services for buildings, recreational facilities, parks, equipment and other necessary provisions to improve the serviceability of infrastructure. These provisions will provide safe and sustainable buildings and facilities which will enable employees to continue performing essential services for Hidalgo County residents.

As described in guidance and the interim final rule, SLFRF funds may be used to address administrative needs of recipient governments that were caused or exacerbated by the pandemic. Guidance following the interim final rule included several examples of this.... This also includes using funds for increased repair or maintenance needs to respond to significantly greater use of public facilities during the pandemic (e.g., increased use of parks resulting in damage or increased need for maintenance).¹

¹ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4388-43899



Hidalgo County • Department of Budget & Management

American Rescue Plan Act 2023

Treasury continues to believe that the lists of activities that either are or are not providing government services are accurate but is clarifying here that, generally speaking, services provided by the recipient governments are “government services” under the interim final rule and final rule, unless Treasury has stated otherwise. Government services include, but are not limited to, maintenance or pay-go funded building of infrastructure...²

Fiscal Impact:

Estimated Budget: \$250,000.00

² Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4408



VERTOSOFT, LLC

Unique Entity ID Y7D5MXRU2839	CAGE / NCAGE 7QV38	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 11, 2025	
Physical Address 1602 Village Market BLVD SE STE 320 Leesburg, Virginia 20175-4721 United States	Mailing Address 1602 Village Market BLVD SE STE 320 Leesburg, Virginia 20175-4721 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Virginia 10	State / Country of Incorporation Virginia / United States	URL www.vertosoft.com

Registration Dates

Activation Date Mar 13, 2024	Submission Date Mar 11, 2024	Initial Registration Date Oct 29, 2016
--	--	--

Entity Dates

Entity Start Date Oct 29, 2016	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Limited Liability Company
Profit Structure For Profit Organization		

Socio-Economic Types**Self-Certified HUBZone Joint Venture**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
--	-------------------------------------

EFT Indicator 0000	CAGE Code 7QV38
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Points of Contact**Electronic Business**

⌘ Howard Jay Colavita, President	1602 Village Market BLVD SE Suite 320 Leesburg, Virginia 20175 United States
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Government Business

⌘ Howard Jay Colavita, President	1602 Village Market BLVD SE Suite 320 Leesburg, Virginia 20175 United States
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Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	423430	Computer And Computer Peripheral Equipment And Software Merchant Wholesalers
	513210	Software Publishers
	518210	Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services
	541214	Payroll Services
	541219	Other Accounting Services
	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541513	Computer Facilities Management Services
	541519	Other Computer Related Services
	541611	Administrative Management And General Management Consulting Services
	541612	Human Resources Consulting Services
	541614	Process, Physical Distribution, And Logistics Consulting Services
	541618	Other Management Consulting Services
	541990	All Other Professional, Scientific, And Technical Services
	611420	Computer Training

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Preferred Ins. Services, Inc 4100 Monument Corner Dr., Suite 400 Fairfax VA 22030	CONTACT NAME: Certificate Department PHONE (A/C. No. Ext): 703-667-5940 E-MAIL ADDRESS: certs@preferins.com		FAX (A/C. No.): 703-991-4838
	INSURER(S) AFFORDING COVERAGE		
INSURED Vertsoft LLC 1602 VILLAGE MARKET BLVD SE STE 320 Leesburg VA 20175	VERTLLC-01	INSURER A : Valley Forge Insurance	NAIC # 20508
		INSURER B : Continental Casualty Company	20443
		INSURER C : Continental Insurance Company	35289
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 344518327

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7013025936	12/1/2023	12/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7013025936	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7013027489	12/1/2023	12/1/2024	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7013027475	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Tech E&O/Cyber/Media Liability			7013025936	12/1/2023	12/1/2024	Each Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Evidence of Insurance

This certificate shows coverages currently in force for the above named insured.

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County, TX
 2812 S Business, Hwy 281
 Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.












C-24-0142-05-14 Vertosoft LLC

Final Audit Report

2024-05-17

Created:	2024-05-15
By:	Pedro Cuadros (pedro.cuadros@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAumg_BcAkawjR6tmaE5JGlr4Wjq3A7JXT

"C-24-0142-05-14 Vertosoft LLC" History

-  Document created by Pedro Cuadros (pedro.cuadros@co.hidalgo.tx.us)
2024-05-15 - 5:12:38 PM GMT
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2024-05-15 - 5:14:41 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2024-05-15 - 5:49:47 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2024-05-15 - 5:50:39 PM GMT - Time Source: server
-  Document emailed to robert.vina@da.co.hidalgo.tx.us for signature
2024-05-15 - 5:50:41 PM GMT
-  Email viewed by robert.vina@da.co.hidalgo.tx.us
2024-05-15 - 6:48:40 PM GMT
-  Signer robert.vina@da.co.hidalgo.tx.us entered name at signing as Robert Viña III
2024-05-15 - 6:49:59 PM GMT
-  Document e-signed by Robert Viña III (robert.vina@da.co.hidalgo.tx.us)
Signature Date: 2024-05-15 - 6:50:01 PM GMT - Time Source: server
-  Document emailed to countyjudge.contracts@co.hidalgo.tx.us for signature
2024-05-15 - 6:50:03 PM GMT
-  Email viewed by countyjudge.contracts@co.hidalgo.tx.us
2024-05-16 - 6:09:23 PM GMT
-  Signer countyjudge.contracts@co.hidalgo.tx.us entered name at signing as Richard F. Cortez
2024-05-16 - 6:14:17 PM GMT



 Document e-signed by Richard F. Cortez (countyjudge.contracts@co.hidalgo.tx.us)


Signature Date: 2024-05-16 - 6:14:19 PM GMT - Time Source: server

 Document emailed to daniela.garza@co.hidalgo.tx.us for approval

2024-05-16 - 6:14:21 PM GMT

 Email viewed by daniela.garza@co.hidalgo.tx.us


2024-05-16 - 6:35:37 PM GMT

 Signer daniela.garza@co.hidalgo.tx.us entered name at signing as Daniela E. Garza

2024-05-17 - 3:55:13 PM GMT

 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)


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 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2024-05-17 - 3:55:17 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us


2024-05-17 - 4:23:30 PM GMT

 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.

2024-05-17 - 4:24:56 PM GMT

 Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)

Signature Date: 2024-05-17 - 4:24:58 PM GMT - Time Source: server

 Document emailed to Daniela E. Garza (daniela.garza@co.hidalgo.tx.us) for approval

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 Email viewed by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)

2024-05-17 - 6:06:01 PM GMT

 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)

Approval Date: 2024-05-17 - 6:06:50 PM GMT - Time Source: server

 Agreement completed.

2024-05-17 - 6:06:50 PM GMT

