



LEGAL COMMITTEE MEETING AGENDA
Thursday, AUGUST 21, 2025 AT 2:00 P.M.
City Hall Large Conference Room
425 N. Richardson Ave., Roswell, New Mexico 88201

Chair: Ed Heldenbrand, Ward 3
Vice Chair: Chris Cortez, Ward 3
Members: Juan Oropesa, Ward 1
Robert Corn, Ward 4
Carlos Marrujo Jr., Ward 5
Staff Liaison: Hessel E. Yntema IV.

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Approval of Minutes June 26, 2025 (pg. 4)

NON-ACTION ITEMS

2. Community Development (pg. 9)
3. City Clerk Monthly Report- July & August 2025 (pg. 13)
4. Safety Department Report June & July 2025 (pg. 15)
5. HR Monthly Report (pg. 22)
6. Discussion of the Zoning Ordinance. (Merideth Hildreth) (pg. 40)

REGULAR ITEMS

7. Approval to enter into contract with OpenGov for Budgeting and Grants Management Software. This procurement will be through the Sourcwell contract 060624. (Toni Gomez) (pg. 41)
8. Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of eight (8) dilapidated structures. (Toby Franco) (pg. 92)
9. Discussion and recommendation of approval of a Lease Agreement with P.T. Productions, Inc., a New Mexico Corporation, for property located at 400-402-404 West 2nd Street and 106 N Kentucky, Roswell, NM 88203. (Todd Verciglio) (pg. 105)
10. Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX An Ordinance Amending Chapter 2 the Roswell City Code Regarding City Auditor Appointment. (Councilor Cortez) (pg. 110)
11. Consider recommending approval to enter into a professional services contract with True Business Solutions LLC., to provide internal audit services for the City of Roswell. (Chad Cole) (pg. 114)
12. Consider recommending approval of the Commercial Operation Application for use at the Roswell Air Center. (July) (Bobbi Thompson) (pg. 122)
13. Consider recommending approval of award of ITB-26-002 Custom Welding & Fabrication Services as a multi-source award. (Abraham Chapparro) (pg. 128)

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

PUBLIC PARTICIPATION

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1975 and Resolution 25-28.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats, please contact the City Clerk at 575-624-6700.

Printed and posted: 08/18/2025

TO ATTEND THE LEGAL COMMITTEE MEETING BY GO-TO-MEETING

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/994272373>

You can also dial in using your phone.

United States: +1 (872) 240-3412 Access Code: 994-272-373

Legal Committee

Meeting Date: 08/21/2025

COMMITTEE: Legal

CHAIR: Ed Heldenbrand

CONTACT: Hessel Yntema

Summary:

Approval of Minutes June 26, 2025

Attachments

Draft Legal Committee Minutes June 26, 2025

**Regular Meeting of the Legal Committee
Held in the Roswell City Hall
Thursday, June 26, 2025.**

Notice of this meeting was given to the public in compliance with NMSA 1978 §10-15-1 through 4 and Resolution 24-03.

ROLL CALL

The meeting convened at 2:00 PM with Chair Heldenbrand presiding, Vice Chair Cortez, Councilor Corn and Councilor Oropesa present, and with Councilor Marrujo being absent.

Staff present: Hessel Yntema, Christopher J. Nairn-Mahan, Councilor Cavin, Kathryn Litt, Amalia Martinez, Angela Garcia, Jim Burress, Jessica Vickers, Bobbie Thompson, Shelly Bell, Jordon Isley, Steve Chavez, Chad Cole, Chief Lance Bateman. Deputy Chief Alberto Aldana and George Peterson.

Guests present: Rita Kane-Doerhoefer and Terry Haber

Public present via GoToMeeting: James MacCornack, Melissa Garcia, Lillian Downs, Stacey Hayes, Vicky Eaton, Zachary Scott, and 11 guests.

APPROVAL OF AGENDA

Councilor Corn moved to approve the June 26, 2025 Agenda, Legal Committee meeting agenda. Councilor Cortez was the second. A voice vote was 4-0, and the motion passed.

APPROVAL OF MINUTES

Councilor Oropesa moved to approve the Legal Committee meeting minutes as presented from May 22, 2025. Councilor Cortez was the second. A voice vote was 3-0, Councilor Corn recused himself since he was not present for the May 22, 2025 Legal Committee Meeting, and the motion passed.

NON-ACTION ITEMS

2. Legal Department Monthly Report- May/ June 2025; Numbers for the month of May and June are 3 tort claims, 1 for Solid Waste, 1 for Roswell Police Department and 1 for Utilities.
3. Community Development Department Report- Numbers from April 2025 were presented by Jessica Vickers, Business License issued were a total of 201, with 136 going to renewed license, 16 new license, and 49 temporary permits. 54 permits issued in the month of April. The cases filed in the Municipal court are: Santana A. Anaya for 16-4 (A-D) Overgrown property; 16-6 (A-E) Unsanitary Premises, Judgement and Sentence filed on May 15, 2025; Eugena M. Martinez for 16-4 (A-D) Overgrown property—Judgement and Sentence filed on May 29, 2025; Nick Walter Padilla Jr. for 16-47 (A-D)

Overgrown property; 16-6 (A-E) Unsanitary Premises, Article 24 Sect. 2 (B)(4) Illegally parked RV: Permanently connected Sewer/Water Lines: Judgement and Sentence filed on May 19, 2025.

4. Human Resource Department Report- Numbers for June 2025, reported 23 new employees, 9 promotions and 16 exits including 1 retirement. Turnover rate for the month is 2.5% and for the year so far is 12.98%. Our vacancy rate is 21.01%. Payroll count for May 16, 2025 to May 29, 2025 was 639 total employees.
5. Safety Department Monthly Report – Number for May 2025 were presented by Shelly Bell, showing a total of 21 incidents and 9 of them were due to third party. Injury/ Illness reports a total of 3 and first aid only reports a total of 3. Training reports 1485 hours and 280 employees attended.
6. City Clerk’s Office Monthly Report- May 2025 report regular Local Election, November 4, 2025; Liquor License Renewal, New Staff: Angela Garcia, Zachary Scott and Stacey Hayes. Special Thanks to Jaeden Mascarenas for covering and helping in the admin office. NextRequest for May 19, 2025 to June 18, 2025 report: City Clerk 50 IPRA request, Municipal Court 1 IPRA Request, PVRCC 93 IPRA Request, Roswell PD 184 IPRA Request.
7. Discuss Town Plaza Apartment Updates, presented by Hess Yntema- There is a new owner for the property and they are cleaning up the trash and debris at the property. They are also putting boards on the open windows or doors and they wanting to rehab the apartments.
8. Discuss the Zoning Code, presented by Merideth Hildreth. Zoning Code needs to be updated before the Master Plan.

FOR THE RECORD: Councilor Marrujo arrived at 2:30 p.m.

REGULAR ITEMS

9. **Resolution 25-XX: consider recommending adoption of Resolution 25-XX to apply for grant in the amount of \$970,000.00 for the purchase of two fully equipped Brush/ Rescue units through Siddons-Martin.** This item was presented by Chief Steve Chaves.

A resolution to the New Mexico Board of Finance in support of emergency funding.

AMENDMENTS: On paragraph four, second sentence, need correct “two” instead of *tow*.

Councilor Corn moved to consider recommending adoption of Resolution 25-XX to apply for grant in the amount of \$970,000.00 for the purchase of two fully equipped Brush/ Rescue units through Siddons-Martin as amended to Finance

Committee. Councilor Cortez was the second. A voice vote was taken 5-0 and the motion passed.

10. **Resolution 25-XX: consider recommending adoption of Resolution 25-XX pursuant to the New Mexico Open Meetings Act.** This item was presented by Amalia Martinez.

Section 10-15-1 of the New Mexico Open Meetings Act requires that the City determine on an annual basis in a public meeting what notice is reasonable for the City Council and its standing committees.

Councilor Oropesa moved to consider recommending adoption of Resolution 25-XX pursuant to the New Mexico Open Meetings Act to City Council for Consent Agenda. Councilor Marrujo was the second. A voice vote was taken 5-0 and the motion passed.

11. **Resolution 25-XX: consider recommending adoption of Resolution 25-XX Opposing Amending 2021 International Energy Conservation Code Adopted as the New Mexico Residential and Commercial Energy Conservation Codes by the New Mexico Construction Industries Commission.** This item was presented by Hess Yntema.

The amended 2021 International Energy Conservation Code now mandates, through the New Mexico Commercial Energy Conservation Code, that newly constructed and other remodeled commercial facilities, including apartment complexes, retail centers, and public buildings be equipped with at least 5% electric vehicle parking spaces, which must include charging stations, or different levels of pre-installed infrastructure for future expansion. This will come at a tremendous cost to Roswell as it recovers from the October 2024 flood. There is a case to be made that this amendment to the state code was outside the scope of CID's authority. It has presently been challenging by philanthropic interests in Artesia, NM.

Councilor Corn moved to consider recommending adoption of Resolution 25-XX Opposing Amending 2021 International Energy Conservation Code Adopted as the New Mexico Residential and Commercial Energy Conservation Codes by the New Mexico Construction Industries Commission to City Council for Consent Agenda. Councilor Cortez was the second. A voice vote was taken 5-0 and the motion passed.

12. **Consider recommending approval to authorize Red Mountain Arsenal LLC to enter into a 1-year lease agreement beginning June 1, 2025 and ending May 31, 2026, for Building 60 at the Roswell Air Center.** This item was presented by Bobbi Thompson.

Red Mountain Arsenal, LLC requests to enter into a 1-year lease for Building 60

and consists of 8,770 square feet, more or less, and an area of land consisting of 74,00 square feet, more or less, located at the Roswell Air Center.

Councilor Cortez moved to consider recommending approval to authorize Red Mountain Arsenal LLC to enter into a 1-year lease agreement beginning June 1, 2025, and ending May 31, 2026, for Building 60 at the Roswell Air Center to City Council for Consent Agenda. Councilor Oropesa was the second. A voice vote was taken 5-0 and the motion passed.

With the following change to Article 4- Security Deposit. With the change to read "Lessee is required to pay at the time of signing this Lease, the amount of \$5000.00 as a security deposit as security for Lessee's full and faithful performance of all terms of this Lease."

13. **Review and ranking of the FY 2027-2031 Infrastructure Capital Improvement Plan (ICIP).** This item was presented by Toni Gomez.

The intent is to allow for discussion and decision among staff and council on the ranking of projects to develop the annual FY 2027-2031 Infrastructure Capital Improvement Plan (ICIP). No Motion was moved.

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

NONE

PUBLIC PARTICIPATION

Rita Kane-Doerhoefer stated that Keep Chaves County Beautiful will be dedicating two trees and a bench at the Chaves County Court house on July 3, 2025 at 10:30 AM in honor for Jim Gill from Roswell Seed. It will be on 5th and Main Street.

ADJOURN

The meeting adjourned at 4:39 PM.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 2.

Legal Committee

Meeting Date: 08/21/2025

COMMITTEE: Legal

CONTACT: N/A

CHAIR: N/A

DEPARTMENT NAME:

Community Development

Attachments

CDC Monthly July 2025

J & S July 2025

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: July 2025

CODE ENFORCEMENT	This Month	This Month 2024	YTD*	2024 YTD*
Notices Mailed	833	771	833	771
Voluntary Compliance	373	409	373	409
No. of Cases Filed in Municipal Court	15	17	15	17
No. Cases Dismissed by Officer	3	2	3	2
Resolution	55	12	55	12
Weeds	672	338	672	338
Inoperable Vehicles	14	77	14	77
Litter	16	89	16	89
Unsanitary Premises	44	89	44	89
Signs	5	27	5	27
Zoning	6	0	6	0
Obstructions	8	24	8	24
Public Nuisances	68	127	68	127
Garage Sales No permit	0	0	0	0

BUSINESS LICENSES	This Month	This Month 2024	YTD*	2024 YTD*
Total Licenses Issued	166	127	166	127
Renewed Licenses	98	100	98	100
New Licenses	36	18	36	18
Temporary Permits Issued	32	9	32	9
Receipts	\$7,977.00	\$6,044.00	\$7,977.00	\$6,044.00

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	Permits Applied This Month 2024 & Fees Collected	Permits Applied YTD*	Permits Applied 2024 YTD*
Residential-New	3	2	3	2
Residential - Other	44	38	44	38
Commercial-New	1	4	1	4
Commercial - Other	11	11	11	11
Total Permits Issued	59	55	59	55
Total Fees Collected	\$44,748.00	\$38,113.02	\$44,748.00	\$38,113.02

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Plumbing & Mechanical Permits—Residential	63	38	63	38
Plumbing & Mechanical Permits—Commercial	17	16	17	16
Total Permits Issued	80	54	80	54
Total Fees Collected	\$3,514.50	\$3,389.75	\$3,514.50	\$3,389.75

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Electric Permits—Residential	30	27	30	27
Electric Permits—Commercial	12	8	12	8
Total Permits Issued	42	35	42	35
Total Fees Collected	\$4,915.00	\$4,096.80	\$4,915.00	\$4,096.80

*Figures calculated to reflect FYTD

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

June 10th 25
Date filed

MUNICIPAL COURT
ROSWELL NM
JULY 31, 2025
1:53 PM
RR
CLERK

V.

Sonia Fresquez, Defendant

No. 2025000038-CE

JUDGMENT AND SENTENCE

This case came before the court on 31st day of July, 2025.

The defendant appeared:

☒ with Code Enforcement Officer C. Romero appeared on behalf of the City of Roswell.

☒ pro se ☒ waiver signed

The defendant entered a plea of:

☐ guilty ☒ no contest

☐ not guilty and was tried by the court.

Count# 1: 16-4 (A-D) - Overgrown Property

Defendant Plead: No Contest

The defendant is adjudged Guilty

The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 2: 16-36 - Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)

Defendant Plead: No Contest

The defendant is adjudged Guilty

The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

SENTENCE AND COMMITMENT: Change of plea to No Contest at time of Trial with Officer C. Romero: Overgrown Property: Defendant sentenced to 90 days of Unsupervised Probation, defendant to work with Code Enforcement to bring property into compliance by August 20, 2025. Inoperable Vehicle: Defendant sentenced to 90 days of Unsupervised Probation, defendant to work with code enforcement to bring property into compliance by August 20, 2025. Unsupervised Probation to run concurrent.

90 days of Unsupervised Probation

Date: July 31, 2025



Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

Legal Committee

Meeting Date: 08/21/2025

COMMITTEE: Legal

CHAIR: Ed Heldenbrand

CONTACT: Hessel Yntema

Summary:

City Clerk Monthly Report- July & August 2025

Attachments

City Clerk Report July & August 2025

July & August 2025 Monthly Report – City Clerk’s Office

The City Clerk’s Office continues to serve the City of Roswell and its citizens efficiently and effectively. This monthly report will highlight some of the key functions completed.

- Process incoming and outgoing mail for the city
- Schedule conference rooms in City Hall
- Request to activate/deactivate alarm codes for exit or new employees
- Field and answer all calls/questions from staff
- Attend City Council meetings and various standing committee meetings
- Review and post all committee meeting agendas. Publish approved meeting minutes. Draft minutes and various cancellations for the following committees:
 - Airport Advisory Board
 - Cemetery Commission on Aging
 - Commission of Aging
 - Drought Contingency Task Force
 - Keep Roswell Beautiful
 - Occupancy Tax Board
 - Parks and Recreation
 - Pecos Valley Regional Communication Center
 - Planning & Zoning
 - Roswell Museum BOT
 - Roswell Public Library

City Council: prepare, publish, and distribute meeting agendas, notices, workshops, and special sessions. Proofread and revise abstracts and attachments. Gather data from standing committees. Review and update PowerPoint presentations for the City Council meeting.

<u>Department</u> (June 19, 2025 – August 19, 2025)	<u>New</u>
City Clerk	71
Municipal Court	2
PVRCC (Chaves County Sheriff’s Office)	11
Roswell PD	360

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 4.

Legal Committee

Meeting Date: 08/21/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

Safety Department Report June & July 2025

Attachments

June 2025 Safety Tally Report

July Safety Report

JUNE 2025 Safety Report

Safety

ACCIDENT / INCIDENT BY DEPARTMENTS YTD														
DEPARTMENT / MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	3rd Party
AIR CENTER	0	0	0	0	2	1	0	0	0	0	0	0	3	2
ANIMAL SERVICES	0	0	1	2	0	0	0	0	0	0	0	0	3	3
AQUATIC CENTER	0	0	0	1	0	0	0	0	0	0	0	0	1	1
CEMETERY	1	0	0	0	1	0	0	0	0	0	0	0	2	0
CENTRAL CONTROL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY CLERK	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COMMUNITY DEVELOPMENT	1	1	0	0	1	0	0	0	0	0	0	0	3	2
CONVENTION CENTER	0	0	0	0	0	1	0	0	0	0	0	0	1	0
DISPATCH	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ENGINEERING	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FACILITIES MAINTENANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE DEPARTMENT	1	2	0	0	1	4	0	0	0	0	0	0	8	2
GOLF	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HR/SAFETY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IT	0	0	1	0	0	0	0	0	0	0	0	0	1	0
LEGAL	0	0	0	2	0	0	0	0	0	0	0	0	2	2
LIBRARY	0	1	0	0	0	0	0	0	0	0	0	0	1	1
MUSEUM	0	1	0	1	0	0	0	0	0	0	0	0	2	1
PARKS	3	0	0	0	4	3	0	0	0	0	0	0	10	0
POLICE DEPARTMENT	9	3	8	3	4	8	0	0	0	0	0	0	35	18
PUBLIC AFFAIRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
REC CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SPECIAL ELECTRONICS	0	0	1	0	0	0	0	0	0	0	0	0	1	1
SOLID WASTE	3	2	1	2	4	2	0	0	0	0	0	0	14	3
STREETS	3	1	1	3	1	2	0	0	0	0	0	0	11	6
TRANSIT/FLEET	1	0	0	1	1	0	0	0	0	0	0	0	3	2
WATER	1	0	4	2	2	2	0	0	0	0	0	0	11	5
WWTP	1	2	0	0	0	0	0	0	0	0	0	0	3	0
ZOO	0	0	0	1	0	0	0	0	0	0	0	0	1	1
TOTALS	24	13	17	18	21	23	0	0	0	0	0	0	116	50

JUNE 2025 Safety Report

Safety

ACCIDENT OR INCIDENT / 3RD PARTY			INCIDENT COMPARISONS			
DEPARTMENT	1-May	3rd PARTY	MONTH	2025	2024	2023
AIR CENTER	1	1	JANUARY	24	32	30
ANIMAL SERVICES	0	0	FEBRUARY	13	28	38
AQUATIC CENTER	0	0	MARCH	17	20	36
CEMETERY	0	0	APRIL	18	20	30
CENTRAL CONTROL	0	0	MAY	21	20	23
CITY CLERK	0	0	JUNE	23	22	21
COMMUNITY	0	0	JULY	0	15	27
CONVENTION CENTER	1	1	AUGUST	0	18	41
DISPATCH	0	0	SEPTEMBER	0	10	44
ENGINEERING	0	0	OCTOBER	0	17	31
FACILITIES	0	0	NOVEMBER	0	14	21
FIRE DEPARTMENT	4	3	DECEMBER	0	15	15
GOLF	0	0	TOTAL	116	231	357
HR/Safety	0	0				
IT	0	0	DEPARTMENT	PROPERTY	3rd PARTY	
LEGAL	0	0	Air Center	1	1	
LIBRARY	0	0	Convention Center	1	1	
MUSEUM	0	0	Fire Department	3	3	
PARKS	3	2	Parks	1	0	
POLICE DEPARTMENT	8	5	Solid Waste	1	1	
PUBLIC AFFAIRS	0	0	Streets	1	1	
REC CENTER	0	0	Water	1	1	
SPECIAL ELECTRONICS	0	0	TOTAL	9	8	
SOLID WASTE	2	1				
STREETS	2	1	DEPARTMENT	MVA	3rd PARTY	
TRANSIT/FLEET	0	0	Air Center	1	1	
WATER	2	1	Parks	2	1	
WWTP	0	0	Police	6	3	
ZOO	0	0	Water	1	0	
TOTAL	23	15	TOTAL	10	5	

JUNE 2025 Safety Report

Safety

DEPARTMENT	INJ./ILL	First Aid	OSHA Recordable
Fire	3	3	0
Parks	2	1	1
Police	2	1	1
TOTAL	7	5	2

INJURY/DAMAGE	DESCRIPTION	3RD PARTY
Head and Back	Struck By	Yes
R Arm & Shoulder	Struck By	Yes
FX Hand	Impact	Yes
Hand Injury	Impact	Yes
Medical	Toxin Exposure	Yes
Medical	Toxin Exposure	Yes
Medical	Toxin Exposure	Yes
Sprained Ankle	Fall	No

JANUARY 2025 - DECEMBER 2025			JANUARY 2025 - DECEMBER 2025	
MONTH/YEAR	Total Training HOURS	EMPLOYEE #S	MONTH/YEAR	TOTAL AMOUNT
JANUARY	907	268	Jan-2025	\$14,946.25
FEBRUARY	1482.5	378	Feb-2025	\$771,892.15
MARCH	1484	157	Mar-2025	\$1,485.54
APRIL	1160	165	Apr-2025	\$6,368.75
MAY	1485	280	May-2025	\$0.00
JUNE	872	64	Jun-2025	\$1,619.00
JULY	0	0	Jul-2025	\$0.00
AUGUST	0	0	Aug-2025	\$0.00
SEPTEMBER	0	0	Sep-2025	\$0.00
OCTOBER	0	0	Oct-2025	\$0.00
NOVEMBER	0	0	Nov-2025	\$0.00
DECEMBER	0	0	Dec-2025	\$0.00
YTD TOTALS	7,391	1,312	YTD TOTAL	\$796,311.69

JULY 2025 Safety Report

ACCIDENT / INCIDENT BY DEPARTMENTS YTD														
DEPARTMENT / MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	3rd Party
AIR CENTER	0	0	0	0	2	1	1	0	0	0	0	0	4	3
ANIMAL SERVICES	0	0	1	2	0	0	0	0	0	0	0	0	3	3
AQUATIC CENTER	0	0	0	1	0	0	0	0	0	0	0	0	1	1
CEMETERY	1	0	0	0	1	0	0	0	0	0	0	0	2	0
CENTRAL CONTROL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY CLERK	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COMMUNITY DEVELOPMENT	1	1	0	0	1	0	0	0	0	0	0	0	3	2
CONVENTION CENTER	0	0	0	0	0	1	0	0	0	0	0	0	1	0
DISPATCH	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ENGINEERING	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FACILITIES MAINTENANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE DEPARTMENT	1	2	0	0	1	4	1	0	0	0	0	0	9	2
GOLF	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HR/SAFETY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IT	0	0	1	0	0	0	0	0	0	0	0	0	1	0
LEGAL	0	0	0	2	0	0	0	0	0	0	0	0	2	2
LIBRARY	0	1	0	0	0	0	0	0	0	0	0	0	1	1
MUSEUM	0	1	0	1	0	0	0	0	0	0	0	0	2	1
PARKS	3	0	0	0	4	3	4	0	0	0	0	0	14	0
POLICE DEPARTMENT	9	3	8	3	4	8	4	0	0	0	0	0	39	20
PUBLIC AFFAIRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
REC CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SPECIAL ELECTRONICS	0	0	1	0	0	0	0	0	0	0	0	0	1	1
SOLID WASTE	3	2	1	2	4	2	3	0	0	0	0	0	17	4
STREETS	3	1	1	3	1	2	1	0	0	0	0	0	12	6
TRANSIT/FLEET	1	0	0	1	1	0	0	0	0	0	0	0	3	2
WATER	1	0	4	2	2	2	3	0	0	0	0	0	14	6
WWTP	1	2	0	0	0	0	1	0	0	0	0	0	4	0
ZOO	0	0	0	1	0	0	0	0	0	0	0	0	1	1
TOTALS	24	13	17	18	21	23	18	0	0	0	0	0	134	55

JULY 2025 Safety Report

ACCIDENT OR INCIDENT / 3RD PARTY			INCIDENT COMPARISONS			
DEPARTMENT	1-May	3rd PARTY	MONTH	2025	2024	2023
AIR CENTER	1	1	JANUARY	24	32	30
ANIMAL SERVICES	0	0	FEBRUARY	13	28	38
AQUATIC CENTER	0	0	MARCH	17	20	36
CEMETERY	0	0	APRIL	18	20	30
CENTRAL CONTROL	0	0	MAY	21	20	23
CITY CLERK	0	0	JUNE	23	22	21
COMMUNITY	0	0	JULY	18	15	27
CONVENTION CENTER	0	0	AUGUST	0	18	41
DISPATCH	0	0	SEPTEMBER	0	10	44
ENGINEERING	0	0	OCTOBER	0	17	31
FACILITIES	0	0	NOVEMBER	0	14	21
FIRE DEPARTMENT	1	0	DECEMBER	0	15	15
GOLF	0	0	TOTAL	134	231	357
HR/Safety	0	0				
IT	0	0				
LEGAL	0	0	DEPARTMENT	PROPERTY	3rd PARTY	
LIBRARY	0	0	Parks	3	0	
MUSEUM	0	0	Solid Waste	1	0	
PARKS	4	0	Streets	1	0	
POLICE DEPARTMENT	4	2	Water	3	1	
PUBLIC AFFAIRS	0	0	TOTAL	8	1	
REC CENTER	0	0				
SPECIAL ELECTRONICS	0	0	DEPARTMENT	MVA	3rd PARTY	
SOLID WASTE	3	1	Parks	1	0	
STREETS	1	0	Solid Waste	2	1	
TRANSIT/FLEET	0	0	TOTAL	3	1	
WATER	3	1				
WWTP	1	0				
ZOO	0	0				
TOTAL	18	5				

JULY 2025 Safety Report

DEPARTMENT	INJ./ILL	First Aid Only	OSHA Recordable
Air Center	1	0	1
Fire Department	1	1	0
Parks	1	1	0
Police	2	1	1
Zoo	1	1	0
TOTAL	6	4	2

INJURY/DAMAGE	DESCRIPTION	3RD PARTY
Leg	Dog Bite	
leg and knee	Sprain	
Ankle	Twisting	
Hand	Stuck by needle	Yes
Wrist	Sprain	
Back	Strain	

JANUARY 2025 - DECEMBER 2025 TRAINING		
MONTH/YEAR	Total Training HOURS	EMPLOYEE #S
JANUARY	907	268
FEBRUARY	1482.5	378
MARCH	1484	157
APRIL	1160	165
MAY	1485	280
JUNE	872	64
JULY	220	111
AUGUST	0	0
SEPTEMBER	0	0
OCTOBER	0	0
NOVEMBER	0	0
DECEMBER	0	0
YTD TOTALS	7,611	1,423

JANUARY 2025 - DECEMBER 2025	
MONTH/YEAR	TOTAL AMOUNT
Jan-2025	\$14,946.25
Feb-2025	\$771,892.15
Mar-2025	\$1,485.54
Apr-2025	\$6,368.75
May-2025	\$0.00
Jun-2025	\$1,619.00
Jul-2025	\$34,925.69
Aug-2025	\$0.00
Sep-2025	\$0.00
Oct-2025	\$0.00
Nov-2025	\$0.00
Dec-2025	\$0.00
YTD TOTAL	\$831,237.38

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 5.

Legal Committee

Meeting Date: 08/21/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

HR Monthly Report

Attachments

Personnel Monthly Changes

HR Monthly Report

Employee Turnover Report

Vacancy Report

City of Roswell, NM
Personnel Changes for the Month of
JULY 2025

<i>FT = FULL TIME SR = SALARY PT = PART TIME TP = TEMPORARY INT = INTERIM</i>					
NEW HIRE					
	Date	Name	Position	Department	Status
1.	7/1/2025	SANTANA VIGIL	HR ADMINISTRATIVE ASSISTANT SR.	HUMAN RESOURCES	FT
2.	7/7/2025	ALAN REYES	AUTOMATED COLLECTION OPERATOR	SANITATION	FT
3.	7/7/2025	TERRY CHAVES	FIRE APARATUS OPERATOR	FIRE	FT
4.	7/18/2025	JANE WEAVER	REAL TIME CRIME CENTER OPERATOR	POLICE	FT
5.	7/21/2025	DERYK MENDOZA	OUTSIDE SERVICE ATTENDANT	GOLF	TP
6.	7/21/2025	FRANKIE ANAYA	GROUNDS MAINTENANCE WORKER	GOLF	FT
7.	7/23/25	JESSE MORSE	GOLF LABORER TEMP	GOLF	TP
8.	7/25/25	WYATT VENABLE	PARKS LABORER TEMP	PARKS	TP
9.	7/28/25	CHRIS COCKRUM	GROUNDS MAINTENANCE WORKER LEAD	ZOO	FT
10.	7/28/25	JOANN BROCKMANN	DEPUTY COURT CLERK	MUNICIPAL COURT	FT
11.	7/28/25	JENNIFER RIVERA	CUSTOMER SERVICE CLERK	PLANNING & ZONING	FT
12.	7/28/25	DONALD KUEHN	MAINTENANCE WORKER	WWTP	FT
13.	7/28/25	DOMINIC VASQUEZ	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
TRANSFERS					
	Date	Name	Position	Department	Status
1.	7/25/25	DAVID LOPEZ	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
PROMOTIONS					
	Date	Name	Position	Department	Status
1.	7/11/25	ERICK MERRYFIELD	MAINTENANCE WORKER SR. WATER	PUBLIC WORKS	FT
2.	7/11/25	ESTEVAN MATA	POLICE OFFICER II	POLICE	FT
3.	7/11/25	HUGO GONZALEZ	POLICE OFFICER III	POLICE	FT
4.	7/11/25	JEROD CANDELARIA	POLICE OFFICER III	POLICE	FT
5.	7/11/25	MIGUEL NUNEZ	POLICE OFFICER II	POLICE	FT
6.	7/11/25	NOAH TORREZ	POLICE OFFICER II	POLICE	FT
7.	7/11/25	ROBERTO CARDIEL BACERRA	POLICE OFFICER II	POLICE	FT
8.	7/25/25	DERION JOHNSON	EQUIPMENT OPERATOR	PUBLIC WORKS	FT
9.	7/25/25	TAYLOR CHILES	EQUIPMENT OPERATOR	PUBLIC WORKS	FT
DEMOTIONS					
	Date	Name	Position	Department	Status
1.	7/11/25	LUIS ALMANZA	MAINTENANCE WORKER STREETS	STREETS	FT
EXITS					
	Date	Name	Position	Department	Status
1.	7/1/2025	AMANDA GALLEGOS	WATER CUSTOMER SERVICE	WATER BILLING	FT
2.	7/3/25	MARK FUENTES	DETECTIVE	POLICE	FT
3.	7/3/25	EMILY MELGAREJO	CUSTOMER SERVICE SPECIALIST	PLANNING & ZONING	FT
4.	7/3/25	JOSEPH RULLAN	DETECTIVE	POLICE	FT
5.	7/8/25	ILA PERRY	EMERGENCY COMM DISPATCH	CONSOILDATED DISPATCH	FT
6.	7/8/25	BRENNEN DUNN	FIREFIGHTER RECRUIT	FIRE	FT
7.	7/11/25	BRIAN MYERS	METER READER	WATER CUSTOMER SERVICE	FT
8.	7/16/25	KEEGAN NICHOLS	LIFEGUARD 1 PT	RECREATION AQUATIC POOL	TP
9.	7/17/25	RAPHEAL AKIN	VEHICLE OPERATOR	TRANSIT	FT
10.	7/18/25	MATTHEW AVITIA	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
11.	7/18/25	ERNEST ALFORD	UTLITIES BILLING MANAGER	WATER CUSTOMER SERVICE	FT
12.	7/20/25	DESHON YOUNG	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
13.	7/23/25	LAKYNN TAYLOR	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
14.	7/24/25	TRACY VANCE	EMERGENCY COMM DISPATCH	CONSOILDATED DISPATCH	FT
15.	7/25/25	XAVIER TORREZ	SANITATION WORKER	SANITATION	FT
16.	7/26/25	SABRIEN BENAVIDEZ	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
17.	7/28/25	RYAN ROMERO	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
18.	7/28/25	ALEX MARQUEZ	KENNEL WORKER	ANIMAL CONTROL	FT
19.	7/28/25	ETHAN HUNTER	LIFEGUARD 1 PT	RECREATION AQUATIC POOL	PT
20.	7/28/25	ALEXANDRIA NESSELRODT	LAB TECHNICIAN ASSISTANT	WWTP	FT
21.	7/30/25	ANDREA MANZANARES	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
22.	7/30/25	DOMINICK CARABAJAL	LABORER TEMP LANDFILL	SANITATION	TP
23.	7/31/25	ADRIAN VILLA	LIFEGUARD 1 PT	RECREATION AQUATIC POOL	PT
RETIREMENT					
	Date	Name	Position	Department	Status
1.					

AUGUST 2025 HUMAN RESOURCES MONTHLY REPORT

For July, the City hired 13 new employees, 9 promotions and 23 exits.

Our turnover rate for the month of July is 3.6% and for the year so far is 19.2%.

Our Vacancy Rate is 23.09%.

Payroll count for July 25, 2025 – August 7, 2025 was:

Total WC/ MIL LEAVE/no hours/ no monies employees- 5

Total paid employees -637

Total employees - 642

Employee Turnover



Period Start Date: 7/25/2025
Period End Date: 8/7/2025

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4011 ELECTED OFFICIALS					
1001	MAYOR	1	1	0	0.00%
1002	MAYOR PRO TEM	1	1	0	0.00%
1003	CITY COUNCILOR WARD 1	2	2	0	0.00%
1004	CITY COUNCILOR WARD 2	1	1	0	0.00%
1005	CITY COUNCILOR WARD 3	2	2	0	0.00%
1006	CITY COUNCILOR WARD 4	2	2	0	0.00%
1007	CITY COUNCILOR WARD 5	2	2	0	0.00%
Location: 4013 ADMINISTRATION					
1008	CITY MANAGER	1	1	0	0.00%
1012	DEPUTY CITY MANAGER	1	1	0	0.00%
1435	PROJECT MANAGER	1	1	0	0.00%
Location: 4015 CITY CLERK					
1019	CITY CLERK	1	1	0	0.00%
1020	DEPUTY CITY CLERK	1	1	0	0.00%
1285	CITY CLERK OFFICE ASSISTANT	2	2	0	0.00%
Location: 4021 MUNICIPAL COURT					
1022	DEPUTY COURT CLERK	3	4	0	0.00%
1023	MUNICIPAL JUDGE	1	1	0	0.00%
1024	BAILIFF	1	1	0	0.00%
1025	COMPLIANCE OFFICER	1	1	0	0.00%
1336	COURT ADMINISTRATOR	1	1	0	0.00%
Location: 4041 FINANCIAL ADMINISTRATION					
1028	ACCOUNTING TECHNICIAN II	2	2	0	0.00%
1030	ACCOUNTANT	1	1	0	0.00%
1033	PAYROLL ADMINISTRATOR	1	1	0	0.00%
1034	DEPARTMENT DIRECTOR FINANCE	1	1	0	0.00%
1036	PURCHASING AGENT	1	1	0	0.00%
1037	PURCHASING TECHNICIAN	1	1	0	0.00%
1273	ACCOUNTING SUPERVISOR	1	1	0	0.00%
1275	PAYROLL ASSISTANT	1	1	0	0.00%

Employee Turnover



Period Start Date: 7/25/2025
Period End Date: 8/7/2025

1296	GRANT/PROJECT COORDINATOR	1	1	0	0.00%
1312	SENIOR ACCOUNTANT	1	1	0	0.00%
1409	ACCOUNTS RECEIVABLE	1	1	0	0.00%
1476	ASSISTANT FINANCE DIRECTOR	0	0	0	#DIV/0!
Location: 4051 LEGAL					
1013	DEPUTY CITY ATTORNEY	1	1	0	0.00%
1339	PARALEGAL	1	1	0	0.00%
1405	CITY ATTORNEY APPOINTED	1	1	0	0.00%
1455	CONTRACTS & CLAIMS ADMIN	1	1	0	0.00%
Location: 4061 HUMAN RESOURCES					
1038	HR ADMINISTRATIVE ASSISTANT SR	1	1	0	0.00%
1042	DEPARTMENT DIRECTOR H.R.	1	1	0	0.00%
1287	SAFETY COORDINATOR	1	1	0	0.00%
1427	HUMAN RESOURCES SUPERVISOR	1	1	0	0.00%
1443	TRAINING SPECIALIST CDL	1	1	0	0.00%
1447	EMPLOYEE/BENEFITS SUPERVISOR	1	1	0	0.00%
1451	HUMAN RESOURCES SPECIALIST	2	2	0	0.00%
1465	HR/SAFETY GENERALIST	1	1	0	0.00%
Location: 4071 FACILITIES MAINTENANCE					
1043	CUSTODIAN	1	1	0	0.00%
1045	FACILITIES MAINT. SPECIALIST	4	4	0	0.00%
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1259	PROJECT AND FACILITY MANAGER	1	1	0	0.00%
1319	ADMIN. ASST. SENIOR FACILITIES	1	1	0	0.00%
1379	FAC. MAINTENANCE HVAC SPEC SR.	1	1	0	0.00%
1440	FACILITIES MAINT. LABORER	2	2	0	0.00%
1445	FAC. MAINT. LOCKSMITH TECH	1	1	0	0.00%
Location: 4074 FLEET MAINTENANCE					
1340	VEHICLE MAINTENANCE SUPERVISOR	1	1	0	0.00%
Location: 4111 POLICE DEPARTMENT					
1043	CUSTODIAN	1	1	0	0.00%
1049	OFFICE ASSISTANT POLICE	7	7	0	0.00%
1050	ADMIN. ASSISTANT SR. POLICE	2	2	0	0.00%

Employee Turnover



Period Start Date: 7/25/2025
Period End Date: 8/7/2025

1053	POLICE SERV AIDE CAREER PATH	3	3	0	0.00%	Removed A.Morales Started 8/8
1054	POLICE RECRUIT	5	5	0	0.00%	
1055	POLICE OFFICER 1	18	18	0	0.00%	
1056	POLICE OFFICER 2	19	19	0	0.00%	
1057	POLICE OFFICER 3	8	8	0	0.00%	
1058	POLICE SERGEANT	13	13	0	0.00%	
1059	POLICE LIEUTENANT	4	4	0	0.00%	
1060	POLICE CAPTAIN	2	2	0	0.00%	
1061	DETECTIVE	11	11	0	0.00%	
1062	DEPUTY POLICE CHIEF	2	2	0	0.00%	
1063	POLICE CHIEF	1	1	0	0.00%	
1064	POLICE RECORDS SUPERVISOR	1	1	0	0.00%	
1065	EVIDENCE PROPERTY CUSTODIAN	2	2	0	0.00%	
1066	TSU CRIME SCENE TECHNICIAN	5	5	0	0.00%	
1067	ADMIN. ASSISTANT POLICE	5	5	0	0.00%	
1473	REALTIME CRIME CENTER OPERATOR	2	2	0	0.00%	
Location: 4121 FIRE DEPARTMENT		94	94	0	0.00%	
1068	ADMIN. ASSISTANT SR. FIRE	1	1	0	0.00%	
1070	FIREFIGHTER RECRUIT	11	11	0	0.00%	
1071	FIREFIGHTER 1	17	17	0	0.00%	
1072	FIREFIGHTER 2	3	3	0	0.00%	
1073	FIREFIGHTER 3	1	1	0	0.00%	
1074	FIRE APPARATUS OPERATOR 1	11	11	0	0.00%	
1075	FIRE APPARATUS OPERATOR 2	13	13	0	0.00%	
1076	FIRE APPARATUS OPERATOR 3	2	2	0	0.00%	
1077	FIRE LIEUTENANT 1	5	5	0	0.00%	
1078	FIRE LIEUTENANT 2	9	9	0	0.00%	
1079	FIRE LIEUTENANT 3	9	9	0	0.00%	
1080	BATTALION CHIEF	3	3	0	0.00%	
1081	DEPUTY FIRE CHIEF	2	2	0	0.00%	
1082	FIRE CHIEF	1	1	0	0.00%	
1083	DIVISION CHIEF	1	1	0	0.00%	
1271	DEPUTY FIRE MARSHAL	2	2	0	0.00%	

Employee Turnover



Period Start Date: 7/25/2025
Period End Date: 8/7/2025

1281	FIREMARSHAL	1	1	0	0.00%
1308	DIVISION CHIEF - EMS	1	1	0	0.00%
1320	ARFF COORDINATOR	1	1	0	0.00%

Location: 4131 PLANNING & ZONING

1017	COMMUNITY DEVELOPMENT DIRECTOR	1	1	0	0.00%
1018	PLANNER SENIOR	1	1	0	0.00%
1260	COMMUNITY DEVELOPMENT PRP TECH	1	1	0	0.00%
1314	PLANNER II	1	1	0	0.00%
1344	CUSTOMER SERVICE SPECIALIST	0	1	0	0.00%

Location: 4135 ENGINEERING

1158	CONSTRUCTION INSPECTOR	1	1	0	0.00%
1159	CONSTRUCTION INSPECTOR SR.	2	2	0	0.00%
1160	ENGINEERING TECHNICIAN	2	2	0	0.00%
1162	DIRECTOR OF ENGR. & INFRA.	1	1	0	0.00%
1192	ADMIN. ASST. SR. PUBLIC WORKS	1	1	0	0.00%
1307	GEOGRAPHIC INFORMATION SYSTEM	1	1	0	0.00%
1366	ENGINEERING CONSTRUCTION SUPER	1	1	0	0.00%

Location: 4151 CODE ENFORCEMENT

1086	OFFICE ASST. CODE ENFORCEMENT	1	1	0	0.00%
1087	ADMIN ASST SR. CODE ENFORCEMEN	1	1	0	0.00%
1089	BUILDING INSPECTOR	1	1	0	0.00%
1090	ELECTRICAL INSPECTOR	1	1	0	0.00%
1091	PLUMBING INSPECTOR	1	1	0	0.00%
1092	CODE ENFORCEMENT OFFICER	4	4	0	0.00%
1093	SUPERVISOR CODE ENFORCEMENT	1	1	0	0.00%
1376	BUILDING OFFICIAL	1	1	0	0.00%
1464	BUSINESS LICENSE CLERK	1	1	0	0.00%

Location: 4161 ANIMAL CONTROL

1094	OFFICE ASST. ANIMAL CONTROL	1	1	0	0.00%
1095	ANIMAL CONTROL OFFICER	5	5	0	0.00%
1097	KENNEL COORDINATOR	1	1	0	0.00%
1098	KENNEL WORKER	5	4	1	22.22%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
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Employee Turnover



Period Start Date: 7/25/2025
Period End Date: 8/7/2025

[3987 MARQUEZ, ALEX](#)

1098101 KENNEL WORKER

1/28/2022

7/28/2025

1448 ANIMAL SERVICES MANAGER 1 1 0 0.00%

Location: 4181 C.E.P. 1 1 0 **0.00%**

1099 DEPT MGR EMERGENCY MGMT 1 1 0 0.00%

Location: 4192 COMMUNITY ENHANCEMENT 1 1 0 **0.00%**

1100 COMMUNITY IMPROVEMENT TECH. 1 1 0 0.00%

Location: 4211 LIBRARY 20 21 0 **0.00%**

1101 ADMIN. ASSISTANT LIBRARY 1 1 0 0.00%

1103 LIBRARY PAGE SENIOR 3 3 0 0.00%

1104 TECHNICAL SERVICE ASSISTANT 1 1 0 0.00%

1105 LIBRARY ASSISTANT- CIRCULATION 1 1 0 0.00%

1107 REFERENCE ASSISTANT 1 1 0 0.00%

1109 LIBRARY CATALOGER 1 1 0 0.00%

1112 DEPARTMENT DIRECTOR LIBRARY 1 1 0 0.00%

1267 INTER LIBRARY L & R LIBRARIAN 1 1 0 0.00%

1277 CHILDREN AND YOUTH LIBRARIAN 1 1 0 0.00%

1354 YOUTH LIBRARIAN ASSISTANT 1 1 0 0.00%

1387 LIBRARY PAGE SENIOR PT 6 7 0 0.00%

1441 STEM INSTRUCTOR 1 1 0 0.00%

1474 HEAD OF CIRCULATION 1 1 0 0.00%

Location: 4221 MUSEUM 11 11 0 **0.00%**

1116 MUSEUM STORE SUPERVISOR 1 1 0 0.00%

1117 GUEST SERVICES ASSOCIATE 2 2 0 0.00%

1119 PLANETARIUM COORDINATOR 1 1 0 0.00%

1122 REGISTRAR MUSEUM 1 1 0 0.00%

1123 CURATOR OF COLLECTIONS AND EXH 1 1 0 0.00%

1124 DEPARTMENT DIRECTOR MUSEUM 1 1 0 0.00%

1303 MUSEUM EDUCATOR 1 1 0 0.00%

1304 PLANETARIUM ASSISTANT 1 1 0 0.00%

1345 MUSEUM OPERATIONS MANAGER 1 1 0 0.00%

1392 MUSEUM STORE CLERK PT 1 1 0 0.00%

Location: 4231 PARKS 34 34 0 **0.00%**

1043 CUSTODIAN 1 1 0 0.00%

Employee Turnover



Period Start Date: 7/25/2025
Period End Date: 8/7/2025

1126	ADMIN. ASSISTANT SR. PARKS	1	1	0	0.00%
1127	LABORER PARKS	11	11	0	0.00%
1128	GROUNDS MAINT WORKER PARKS	9	9	0	0.00%
1129	GROUNDS MAINT WORKER SR PARKS	5	5	0	0.00%
1130	SUPERINTENDENT PARKS	1	1	0	0.00%
1151	DEPARTMENT DIRECTOR RECREATION	1	1	0	0.00%
1329	PARKS SUPERVISOR	1	1	0	0.00%
1419	PARKS LABORER TEMP	4	4	0	0.00%
Location: 4232 ZOO		6	7	0	0.00%
1133	LABORER ZOO	1	1	0	0.00%
1134	ZOO KEEPER	2	2	0	0.00%
1135	GROUNDS MAINTENANCE WORKER ZOO	1	1	0	0.00%
1439	LEAD ZOO KEEPER	1	1	0	0.00%
1456	ZOO SUPERVISOR	1	1	0	0.00%
1468	GROUNDS MAINT ZOO LEAD	0	1	0	0.00%
Location: 4233 GOLF		18	18	0	0.00%
1139	GROUNDS MAINT. WORKER GOLF	4	4	0	0.00%
1141	SUPERVISOR GOLF	1	1	0	0.00%
1142	SUPERINTENDENT GOLF	1	1	0	0.00%
1331	GOLF COURSE MANAGER	1	1	0	0.00%
1351	GOLF SHOP SUPERVISOR	1	1	0	0.00%
1352	OUTSIDE SRVS ATTENDANT GOLF	3	3	0	0.00%
1353	GOLF SHOP SR ATTENDANT	3	3	0	0.00%
1365	BEVERAGE CART ATTENDANT	2	2	0	0.00%
1431	GOLF SHOP LEAD SR ATTENDANT	1	1	0	0.00%
1475	GOLF LABORER TEMP	1	1	0	0.00%
Location: 4241 RECREATION		26	26	4	16.67%
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1143	OFFICE ASSISTANT RECREATION	1	1	0	0.00%
1145	RECREATION AIDE 2	2	2	0	0.00%
1146	RECREATION LEADER	1	1	0	0.00%
1148	SUPERVISOR RECREATION	1	1	0	0.00%
1150	RECREATION MANAGER	1	1	0	0.00%

added 4 back

Employee Turnover

Period Start Date: 7/25/2025
Period End Date: 8/7/2025

1253	RECREATION CENTER SUPERVISOR	1	1	0	0.00%
1380	RECREATION AIDE 2 PT	1	1	0	0.00%
1412	RECREATION AIDE 1 PT	7	7	0	0.00%
1444	REC AID/LIFEGUARD TEMP	10	10	4	50.00%

Andrea, Ryan, Alexis and

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4227	MANZANARES, ANDREA	1444106	REC AIDE/LIFEGUARD TEMP	5/20/2025	7/30/2025
4656	BENAVIDEZ, SABRIEN	1444103	REC AIDE/LIFEGUARD TEMP	6/9/2025	7/26/2025
4658	ROMERO, RYAN	1444107	REC AIDE/LIFEGUARD TEMP	5/21/2025	7/28/2025
4724	GARCIA, ALEXIS	1444110	REC AIDE/LIFEGUARD TEMP	6/3/2025	7/31/2025

Location: 4242	RECREATION AQUATIC POOL	9	9	3	40.00%
1383	LIFE GUARD 1 PT	6	3	3	66.67%

added back 3

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4473	MCGREARY, BETHANY	1383101	LIFE GUARD 1 PT	2/2/2024	8/1/2025
4526	HUNTER, ETHAN	1444105	REC AIDE/LIFEGUARD TEMP	5/6/2024	7/28/2025
4685	VILLA, ADRIAN	1383102	LIFE GUARD 1 PT	3/25/2025	7/31/2025
1426	HEAD LIFEGUARD PT	2	2	0	0.00%
1442	AQUATICS SPECIALIST	1	1	0	0.00%

Location: 4243	ADULT CENTER	1	1	0	0.00%
1146	RECREATION LEADER	1	1	0	0.00%

Location: 4252	CONVENTION CENTER	5	5	0	0.00%
1322	GENERAL FACILITIES & OPER. MGR	1	1	0	0.00%
1347	ACCOUNTING MANAGER	1	1	0	0.00%
1403	OPERATIONS & HOSPITALITY SPEC.	1	1	0	0.00%
1432	OPERATION AND HOSP. SPEC- PT	2	2	0	0.00%

Location: 4253	VISITOR CENTER	4	4	0	0.00%
1278	GUEST SERVICES ASSOCIATE VC	2	2	0	0.00%
1280	VISITOR CENTER STORE LEAD	1	1	0	0.00%
1300	GUEST SERVICES STORE SUPV	1	1	0	0.00%

Location: 4261	PUBLIC RELATIONS	3	3	0	0.00%
1155	PUBLIC INFORMATION OFFICER	1	1	0	0.00%
1247	GRAPHIC DESIGNER	1	1	0	0.00%
1457	SPECIAL EVENT SUPERVISOR	1	1	0	0.00%

Location: 4323	STREETS	22	22	0	0.00%
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Employee Turnover



Period Start Date: 7/25/2025
Period End Date: 8/7/2025

1167	MAINTENANCE WORKER STREETS	9	9	0	0.00%
1168	MAINTENANCE WORKER SR. STREETS	4	4	0	0.00%
1170	EQUIPMENT OPERATOR STREETS	3	3	0	0.00%
1171	EQUIPMENT OPERATOR SR. STREETS	3	3	0	0.00%
1172	SUPERVISOR STREETS	1	1	0	0.00%
1173	SUPERINTENDENT STREETS	1	1	0	0.00%
1378	ADMIN ASSISTANT SR SPEC STREET	1	1	0	0.00%

Location: 4325 SPECIAL ELECTRONICS					
1165	TRAFFIC SIGNAL TECHNICIAN	1	1	0	0.00%
1166	SPECIAL ELECTRONICS SUPVR.	1	1	0	0.00%

Location: 4331 AIRPORT - ADMINISTRATION					
1175	ADMIN. ASSISTANT SR. RIAC	1	1	0	0.00%
1177	AIR CENTER DEPUTY DIRECTOR	1	1	0	0.00%
1270	AIRPORT SECURITY COORDINATOR	1	1	0	0.00%
1279	AIRPORT PROPERTY/CONTRACTS COR	1	1	0	0.00%
1417	ASST. AIRPORT SECURITY COORD.	1	1	0	0.00%
1428	DIRECTOR RIAC	1	1	0	0.00%
1434	AIRPORT CREDENTIALING SPC	1	1	0	0.00%

Location: 4332 AIRPORT - OPERATIONS					
1178	FACILITIES MAINT SP. SR. RIAC	1	1	0	0.00%
1179	SUPERVISOR RIAC	1	1	0	0.00%
1180	MAINTENANCE WORKER RIAC	3	3	0	0.00%
1471	MAINTENANCE WORKER RIAC TEMP	2	1	1	66.67%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4706 DUTCHOVER, NATHANIEL					
1471102 MAINTENANCE WORKER RIAC TEMP					

Location: 4341 SANITATION					
1182	ADMINISTRATIVE ASSISTANT SR	1	1	0	0.00%
1183	SUPERVISOR SOLID WASTE	2	2	0	0.00%
1184	SANITATION WORKER SR.	3	3	0	0.00%
1185	AUTOMATED COLLECTION OPERATOR	15	15	0	0.00%
1186	SOLID WASTE/FACILITY MANAGER	1	1	0	0.00%
1373	HEAVY-DUTY TECHNICIAN	4	4	0	0.00%
1374	LUBE TECHNICIAN	1	1	0	0.00%

Employee Turnover



Period Start Date: 7/25/2025

Period End Date: 8/7/2025

1375	PARTS TECHNICIAN	1	1	0	0.00%
1472	LABORER TEMP LANDFILL	1	0	1	200.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
	<u>4714 CARABAJAL, DOMINICK</u>	1472101	LABORER TEMP LANDFILL	5/16/2025	7/30/2025

Location: 4342 LANDFILL 12 12 1 8.70% added back Xavier

1187	ACCOUNTING TECHNICIAN II	1	1	0	0.00%
1189	EQUIPMENT OPERATOR	5	5	0	0.00%
1191	SANITATION WORKER	2	1	1	66.67%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
	<u>4310 TORREZ, XAVIER</u>	1423101	WAREHOUSE INVENTORY TEMP	5/19/2025	7/25/2025

1284	EQUIPMENT OPERATOR	1	1	0	0.00%
1330	ENVR COMPLIANCE SPECIALIST	1	1	0	0.00%
1458	SCALE HOUSE ATTENDANT	1	1	0	0.00%
1469	EQUIPMENT OPERATOR SR	1	1	0	0.00%

Location: 4352 WATER - CUSTOMER SERVICE 11 12 0 0.00%

1193	CUSTOMER SERVICE CLERK	6	6	0	0.00%
1195	UTILITIES BILLING SUPERVISOR	0	0	0	#DIV/0!
1348	METER READER	4	5	0	0.00%
1357	UTILITIES BILLING CS LEAD	1	1	0	0.00%
1460	UTILITIES BILLING MANAGER	0	0	0	#DIV/0!

Location: 4353 CENTRAL CONTROL 7 7 0 0.00%

1196	WATER PRODUCTION OPERATOR	4	5	0	0.00%
1197	ADMIN. ASST. SR. CENT. CONTR.	1	1	0	0.00%
1269	DEPUTY SUPERINTENDENT	1	0	0	0.00%
1292	WATER PRODUCTION OPERATOR SR	1	1	0	0.00%

Location: 4354 PUBLIC WORKS 30 32 0 0.00%

1201	ADMIN. ASSISTANT SR. WATER	1	1	0	0.00%
1202	WAREHOUSE WORKER	1	1	0	0.00%
1203	WAREHOUSE WORKER SR.	1	1	0	0.00%
1205	MAINTENANCE WORKER SR. WATER	3	3	0	0.00%
1206	EQUIPMENT OPERATOR WATER	6	6	0	0.00%
1209	SUPERVISOR WATER	1	1	0	0.00%
1266	UTILITY DIRECTOR	1	1	0	0.00%

removed 1
G.Peterson promoted
8/8/2025

added G.Peterson back

Employee Turnover



Period Start Date: 7/25/2025
Period End Date: 8/7/2025

1276	UTILITY LOCATOR TECHNICIAN	1	1	0	0.00%
1286	W & S MAINTENANCE WORKER I	9	10	0	0.00%
1309	VALVE MAINTENANCE SPECIALIST	2	2	0	0.00%
1327	WORKFLOW COORD/INSPECTOR	1	1	0	0.00%
1372	UTILITY CONSTR COORDINATOR	1	1	0	0.00%
1377	METER MAINTENANCE TECHNICIAN	1	1	0	0.00%
1407	WATER CONSERVATION SPECIALIST	1	1	0	0.00%
Location: 4355 WWTP					
1211	ADMIN. ASSISTANT SR. WWTP	11	12	0	0.00%
1212	PRETREATMENT COORDINATOR WWTP	1	1	0	0.00%
1213	OPERATOR WWTP	4	4	0	0.00%
1214	OPERATOR SR. WWTP	1	1	0	0.00%
1215	SUPERVISOR WWTP	1	1	0	0.00%
1216	SUPERINTENDENT WWTP	1	1	0	0.00%
1283	WWTP ELECTRICIAN	1	1	0	0.00%
1311	MAINTENANCE WORKER WWTP	1	2	0	0.00%
Location: 4356 WWTP - SEWER MAINTENANCE					
1219	EQUIPMENT OPERATOR WWTP	6	6	0	0.00%
1454	EQUIPMENT OPERATOR SR. WWTP	4	4	0	0.00%
Location: 4358 WWTP - CITY LAB					
1221	LAB TECHNICIAN ASSISTANT WWTP	2	2	1	40.00%
1222	LABORATORY TECHNICIAN WWTP	1	1	0	0.00%
Location: 4411 CEMETERY					
1223	ADMIN. ASSISTANT CEMETERY	10	10	0	0.00%
1224	GROUPS MAINT. WORKER CEMETERY	1	1	0	0.00%
1225	GROUPS MAINT. WORKER SR. CEM.	2	2	0	0.00%
1226	SUPERINTENDENT CEMETERY	4	4	0	0.00%
1324	CEMETERY SUPERVISOR	1	1	0	0.00%
1470	CEMETERY LABORER TEMP	1	1	0	0.00%
Location: 4511 PECOS TRAILS TRANSIT					
1043	CUSTODIAN	17	17	0	0.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4218	NESSLERODT, ALEXANDRIA	1357101	UTILITIES CUSTOMER SERVICE/INQUIRY PLAN	12/16/2022	7/28/2025

Employee Turnover



Period Start Date: 7/25/2025						
Period End Date: 8/7/2025						
1229	TRANSIT OPERATIONS SUPV II	1	1	0	0.00%	
1231	VEHICLE OPERATOR TRANSIT	13	13	0	0.00%	
1232	TRANSIT DIRECTOR	1	1	0	0.00%	
1265	TRANSIT MANAGER	1	1	0	0.00%	
Location: 4631 INFORMATION TECHNOLOGY						
1233	INFORMATION TECHNOLOGY TECH.	1	1	0	0.00%	
1234	DEPARTMENT DIRECTOR IT	1	1	0	0.00%	
1235	IT TECHNICIAN SR.	2	2	0	0.00%	
1364	NETWORK ADMINISTRATOR ENGINEER	1	1	0	0.00%	
1446	SYSTEMS & DATA INTEGRATION SPE	1	1	0	0.00%	
Location: 4656 CONSOLIDATED DISPATCH						
1236	EMERGENCY COMM. DISPATCHER	6	6	0	0.00%	
1237	EMERGENCY COMM. SUPERVISOR	4	4	0	0.00%	
1238	DEPARTMENT MANAGER DISPATCH	1	1	0	0.00%	
1257	OPERATIONS COORDINATOR	1	1	0	0.00%	
1262	TRAINING COORDINATOR	1	1	0	0.00%	
1358	TERMINAL AGENCY COORDINATOR	1	1	0	0.00%	
			642			

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL	SALARY	HOURLY	SALARY
1424101 FINANCE LIASON		1.0000	1.0000	0.0000	1.0000	1424	FINLIA	4041ADM	10/01	22,836.58			10.98
1030104 ACCOUNTANT		1.0000	1.0000	0.0000	1.0000	1030	ACCT	4041ADM	60/01	63,296.22			30.43
1028104 ACCOUNTING TECHNICIAN II		1.0000	1.0000	0.0000	1.0000	1028	ACCTECHII	4041ADM	42/01	44,326.62			21.31
1476101 ASSISTANT FINANCE DIRECTO		1.0000	1.0000	0.0000	1.0000	1476	ASSTFINDIR	4041EXEC	85/01	100,813.30			48.47
1061112 DETECTIVE		1.0000	1.0000	0.0000	1.0000	1061	PDET	4111RPOA	660/01	61,452.82			29.54
1056120 POLICE OFFICER 2		1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111RPOA	654/01	54,557.88			26.23
1056122 POLICE OFFICER 2		1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111RPOA	654/01	54,557.88			26.23
1054117 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111RPOA	644/01	44,770.96			21.52
1055134 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	611/01	22,159.28			10.65
1055126 POLICE OFFICER 1		0.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	611/01	22,159.28			10.65
1049101 OFFICE ASSISTANT POLICE		1.0000	1.0000	0.0000	1.0000	1049	OFFASST	4111RPOA	619/01	25,970.10			12.49
1053104 POLICE SERVICE AIDE CAREE		1.0000	1.0000	0.0000	1.0000	1053	PSACP	4111ADM	1/01	19,111.56			9.19
1054101 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM	40/01	42,586.44			20.47
1054105 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM	1/01	19,111.56			9.19
1054107 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM	1/01	19,111.56			9.19
1054108 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM	1/01	19,111.56			9.19
1054111 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM	44/01	46,114.12			22.17
1054112 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM	44/01	46,114.12			22.17
1054113 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM	44/01	46,114.12			22.17
1055108 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00			0.00
1055112 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	611/01	22,159.28			10.65
1055113 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00			0.00
1055114 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00			0.00
1055115 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00			0.00
1055116 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00			0.00
1055117 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00			0.00
1055118 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00			0.00
1055119 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00			0.00
1055124 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00			0.00
1055125 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00			0.00
1058114 POLICE SERGEANT		1.0000	1.0000	0.0000	1.0000	1058	PSGT	4111RPOA	619/01	25,970.10			12.49
1059101 POLICE LIEUTENANT		1.0000	1.0000	0.0000	1.0000	1059	PLT	4111ADM	/00	0.00			0.00
1061102 DETECTIVE		1.0000	1.0000	0.0000	1.0000	1061	PDET	4111RPOA	619/01	25,970.10			12.49
1065102 EVIDENCE PROPERTY CUSTODI		1.0000	1.0000	0.0000	1.0000	1065	EVIDPROPCU	4111ADM	1/01	19,111.56			9.19
1070102 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30			19.29
1070108 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30			19.29
1070114 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30			19.29
1070115 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30			19.29
1070116 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30			19.29
1070117 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30			19.29
1070118 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30			19.29
1071108 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00			0.00
1071109 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00			0.00
1071110 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00			0.00
1071111 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00			0.00
1071112 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00			0.00
1071117 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00			0.00
1071118 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00			0.00
1071119 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00			0.00
1071121 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00			0.00
1071127 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00			0.00
1072102 FIREFIGHTER 2		1.0000	1.0000	0.0000	1.0000	1072	FF2	4121IAFF	/00	0.00			0.00
1072104 FIREFIGHTER 2		1.0000	1.0000	0.0000	1.0000	1072	FF2	4121IAFF	/00	0.00			0.00
1073102 FIREFIGHTER 3		1.0000	1.0000	0.0000	1.0000	1073	FF3	4121IAFF	/00	0.00			0.00
1074101 FIRE APPARATUS OPERATOR 1		1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	744/01	42,612.44			14.59

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1074105	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074110	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074111	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	61,466.34	21.05
1074112	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	61,466.34	21.05
1074113	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	61,466.34	21.05
1074117	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074122	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1075105	FIRE APPARATUS OPERATOR 2	1.0000	1.0000	0.0000	1.0000	1075	FAPPOPER2	4121IAFF	752/01	49,941.58	17.10
1076101	FIRE APPARATUS OPERATOR 3	1.0000	1.0000	0.0000	1.0000	1076	FAPPOPER3	4121IAFF	FA03/01	66,482.00	22.77
1077103	FIRE LIEUTENANT 1	1.0000	1.0000	0.0000	1.0000	1077	FLT1	4121IAFF	/00	0.00	0.00
1078109	FIRE LIEUTENANT 2	1.0000	1.0000	0.0000	1.0000	1078	FLT2	4121IAFF	/00	0.00	0.00
1079105	FIRE LIEUTENANT 3	1.0000	1.0000	0.0000	1.0000	1079	FLT3	4121IAFF	/00	0.00	0.00
1078114	FIRE LIEUTENANT 2	1.0000	1.0000	0.0000	1.0000	1078	FLT2	4121IAFF	/00	0.00	0.00
1430101	FIRE PREVENTION ADMIN ASS	1.0000	1.0000	0.0000	1.0000	1430	FPADMINAS	4121ADM	30/01	34,936.72	16.80
1071106	FIREFIGHTER 1	0.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1070119	FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1452101	FIRE APPARATUS OPERATOR L	0.0000	1.0000	0.0000	1.0000	1452	FAPOPERLAT	4121IAFF	FA01/01	61,466.34	21.05
1075111	FIRE APPARATUS OPERATOR 2	1.0000	1.0000	0.0000	1.0000	1075	FAPPOPER2	4121IAFF	FA01/01	61,466.34	21.05
1075113	FIRE APPARATUS OPERATOR 2	1.0000	1.0000	0.0000	1.0000	1075	FAPPOPER2	4121IAFF	FA01/01	61,466.34	21.05
1306101	ENGINEER SR	1.0000	1.0000	0.0000	1.0000	1306	ENGRS	4135ADM	1/01	19,111.56	9.19
1370101	ENGINEERING CONSTRUCTION	1.0000	1.0000	0.0000	1.0000	1370	ENGCONSUP2	4135ADM	1/01	19,111.56	9.19
1098101	KENNEL WORKER	1.0000	1.0000	0.0000	1.0000	1098	KENWKR	4161ADM	278/01	33,421.44	16.07
1098103	KENNEL WORKER	1.0000	1.0000	0.0000	1.0000	1098	KENWKR	4161ADM	278/01	33,421.44	16.07
1105101	LIBRARY ASSISTANT-CIRCULA	1.0000	1.0000	0.0000	1.0000	1105	LIBASST	4211ADM	278/01	33,421.44	16.07
1120101	PREPARATOR MUSEUM	1.0000	1.0000	0.0000	1.0000	1120	MUSPREP	4221ADM	/00	0.00	0.00
1117104	GUEST SERVICES ASSOCIATE	1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1117105	GUEST SERVICES ASSOCIATE	1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1117106	GUEST SERVICES ASSOCIATE	1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1127114	LABORER PARKS	1.0000	1.0000	0.0000	1.0000	1127	LBR	4231AFLC	915/01	25,196.60	12.11
1128110	GROUND MAINT. WORKER PAR	1.0000	1.0000	0.0000	1.0000	1128	GMWRKR	4231AFLC	927B/01	32,448.00	15.60
1134103	ZOO KEEPER	1.0000	1.0000	0.0000	1.0000	1134	ZOOKPR	4232AFLC	915/01	25,196.60	12.11
1134104	ZOO KEEPER	1.0000	1.0000	0.0000	1.0000	1134	ZOOKPR	4232AFLC	926/01	31,351.32	15.07
1475102	GOLF LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1475	GOLFTEMP	4233ADM	26/01	32,291.74	15.52
1444106	REC AIDE/LIFE GUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444107	REC AIDE/LIFE GUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444108	REC AIDE/LIFE GUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444110	REC AIDE/LIFE GUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444112	REC AIDE/LIFE GUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444113	REC AIDE/LIFE GUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444114	REC AIDE/LIFE GUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444115	REC AIDE/LIFE GUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444116	REC AIDE/LIFE GUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1412103	RECREATION AIDE I PART TI	1.0000	1.0000	0.0000	1.0000	1412	RECAIDE2PT	4241ADM	1/01	19,111.56	9.19
1444101	REC AIDE/LIFE GUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444102	REC AIDE/LIFE GUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1380101	RECREATION AIDE II PT	1.0000	1.0000	0.0000	1.0000	1380	RECAIDE2PT	4241ADM	278/01	33,421.44	16.07
1383101	LIFE GUARD I PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383103	LIFE GUARD 1 PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383104	LIFE GUARD 1 PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383105	LIFE GUARD 1 PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383106	LIFE GUARD 1 PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383109	LIFE GUARD 1 PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383120	LIFE GUARD 1 PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1438101	LIFE GUARD STUDENT PT	1.0000	1.0000	0.0000	1.0000	1438	LIFEGRDSTN	4242ADM	278/01	33,421.44	16.07
1167110	MAINTENANCE WORKER STREET	1.0000	1.0000	0.0000	1.0000	1167	MAINTWRKR	4323AFLC	/00	0.00	0.00

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1170103 EQUIPMENT OPERATOR STREET	1.0000	1.0000	0.0000	1.0000	1170	EQUIPOP	4323AFLC	/00		0.00	0.00
1170104 EQUIPMENT OPERATOR STREET	1.0000	1.0000	0.0000	1.0000	1170	EQUIPOP	4323AFLC	931/01		34,613.28	16.64
1165101 TRAFFIC SIGNAL TECHNICIAN	1.0000	1.0000	0.0000	1.0000	1165	TRSIGTECH	4325AFLC	962/01		63,928.54	30.73
1461101 TRAFFIC SIGNAL JOURNEYMAN	1.0000	1.0000	0.0000	1.0000	1461	TRSIGJORN	4325ADM	1/01		19,111.56	9.19
1471102 MAINTENANCE WORKER RIAC T	1.0000	1.0000	0.0000	1.0000	1471	MAINTWRKR	4332ADM	26/01		32,291.74	15.52
1180103 MAINTENANCE WORKER RIAC	2.0000	1.0000	0.0000	1.0000	1180	MAINTWRKR	4324AFLC	927/01		31,976.10	15.37
1185107 AUTOMATED COLLECTION OPER	1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341AFLC	931C/01		38,937.60	18.72
1185114 AUTOMATED COLLECTION OPER	1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341AFLC	931C/01		38,937.60	18.72
1185115 AUTOMATED COLLECTION OPER	1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341AFLC	931C/01		38,937.60	18.72
1477101 SOLID WASTE ADMINISTRATIV	1.0000	1.0000	0.0000	1.0000	1477	ADMANALYST	4341ADM	1/01		19,111.56	9.19
1472101 LABORER TEMP LANDFILL	1.0000	1.0000	0.0000	1.0000	1472	LABORTEMP	4342ADM	26/01		32,291.74	15.52
1191103 SANITATION WORKER	1.0000	1.0000	0.0000	1.0000	1191	SANWRKR	4342AFLC	915/01		25,196.60	12.11
1189101 EQUIPMENT OPERATOR LANDFI	1.0000	1.0000	0.0000	1.0000	1189	EQUIPOP	4342AFLC	/00		0.00	0.00
1189102 EQUIPMENT OPERATOR SANITA	1.0000	1.0000	0.0000	1.0000	1189	EQUIPOP	4342AFLC	915/01		25,196.60	12.11
1191102 SANITATION WORKER	2.0000	1.0000	0.0000	1.0000	1191	SANWRKR	4342AFLC	278/01		33,421.44	15.60
1193103 CUSTOMER SERVICE CLERK	2.0000	1.0000	0.0000	1.0000	1193	CUSTSRVCLK	4352ADM	278/01		33,421.44	16.07
1195101 UTILITIES BILLING SUPERVI	1.0000	1.0000	0.0000	1.0000	1195	UTBILSUPV	4352ADM	50/01		51,929.02	24.97
1193106 CUSTOMER SERVICE CLERK	1.0000	1.0000	0.0000	1.0000	1193	CUSTSRVCLK	4352ADM	278/01		33,421.44	16.07
1193108 CUSTOMER SERVICE CLERK	1.0000	1.0000	0.0000	1.0000	1193	CUSTSRVCLK	4352ADM	278/01		33,421.44	16.07
1193109 CUSTOMER SERVICE CLERK	1.0000	1.0000	0.0000	1.0000	1193	CUSTSRVCLK	4352ADM	278/01		33,421.44	16.07
1348101 METER READER	1.0000	1.0000	0.0000	1.0000	1348	METERREAD	4352AFLC	1/01		19,111.56	9.19
1348106 METER READER	1.0000	1.0000	0.0000	1.0000	1348	METERREAD	4352AFLC	915/01		25,196.60	12.11
1460101 UTILITIES BILLING MANAGER	1.0000	1.0000	0.0000	1.0000	1460	UTBILMGR	4352ADM	1/01		19,111.56	9.19
1269101 DEPUTY SUPERINTENDENT	1.0000	1.0000	0.0000	1.0000	1269	DPSUPINTD	4353ADM	60/01		63,296.22	30.43
1286106 W & S MAINTENANCE WORKER	1.0000	1.0000	0.0000	1.0000	1286	MAINTWRKR1	4354AFLC	915/01		25,196.60	12.11
1286103 W & S MAINTENANCE WORKER	1.0000	1.0000	0.0000	1.0000	1286	MAINTWRKR1	4354AFLC	915/01		25,196.60	12.11
1204102 W & S MAINTENANCE WORKER	1.0000	1.0000	0.0000	1.0000	1204	MAINTWRKR2	4354AFLC	915/01		25,196.60	12.11
1204102 W & S MAINTENANCE WORKER	1.0000	1.0000	0.0000	1.0000	1204	MAINTWRKR2	4354AFLC	915/01		25,196.60	12.11
1206103 EQUIPMENT OPERATOR WATER	1.0000	1.0000	0.0000	1.0000	1206	EQUIPOP	4354AFLC	931/01		34,613.28	16.64
1206104 EQUIPMENT OPERATOR WATER	1.0000	1.0000	0.0000	1.0000	1206	EQUIPOP	4354AFLC	/00		0.00	0.00
1208101 SUPERINTENDENT WATER	1.0000	1.0000	0.0000	1.0000	1208	SUPWA	4354ADM	/00		0.00	0.00
1213104 OPERATOR WMT	1.0000	1.0000	0.0000	1.0000	1213	WMTPOP	4355AFLC	932/01		35,284.60	16.96
1219103 EQUIPMENT OPERATOR WMT	1.0000	1.0000	0.0000	1.0000	1219	EQUIPOP	4356AFLC	/00		0.00	0.00
1221101 LAB TECHNICIAN ASSISTANT	1.0000	1.0000	0.0000	1.0000	1221	LABTECASST	4358ADM	30/01		34,936.72	16.80
1224102 GROUNDS MAINT. WORKER CEM	1.0000	1.0000	0.0000	1.0000	1224	GMWRKR	4411AFLC	927B/01		32,448.00	15.60
1224104 GROUNDS MAINT. WORKER CEM	1.0000	1.0000	0.0000	1.0000	1224	GMWRKR	4411AFLC	923/01		29,523.00	14.19
1231103 VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	931/01		34,613.28	16.64
1231110 VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	931/01		34,613.28	16.64
1231112 VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	931/01		34,613.28	16.64
1231113 VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	931/01		34,613.28	16.64
1231114 VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	915/01		25,196.60	12.11
1315101 TRANSIT OPERATIONS SUPERV	1.0000	1.0000	0.0000	1.0000	1315	SUPVRI	4511ADM	1/01		19,111.56	9.19
1231119 VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	931C/01		38,937.60	18.72
1437101 EMERGENCY COMMUNICATIONS	1.0000	1.0000	0.0000	1.0000	1437	EMRADMASST	4656ADM	30/01		34,936.72	16.80
1236102 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	/00		0.00	0.00
1236103 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01		40,132.30	19.29
1236105 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01		40,132.30	19.29
1236108 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01		40,132.30	19.29
1236110 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01		40,132.30	19.29
1236111 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	/00		0.00	0.00
1236112 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	/00		0.00	0.00
1236114 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01		40,132.30	19.29
1263101 EMERGENCY COMMUNICATIONS	1.0000	1.0000	0.0000	1.0000	1263	EMCOQUASCO	4656ADM	54/01		56,202.22	27.02
TOTAL										4,292,088.28	1,990.43

POSITION VACANCY REPORT



POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL	SALARY	HOURLY	SALARY
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** END OF REPORT - Generated by Naomi Borunda **

Legal Committee

Meeting Date: 08/21/2025

COMMITTEE: Legal

CHAIR: Ed Heldenbrand

CONTACT: Hessel Yntema

Summary:

Discussion of the Zoning Ordinance. (Merideth Hildreth)

Legal Committee**Meeting Date:** 08/21/2025**COMMITTEE:** Legal**CONTACT:** Hessel Yntema**CHAIR:** Ed Heldenbrand**ACTION REQUESTED:**

Approval to enter into contract with OpenGov for Budgeting and Grants Management Software. This procurement will be through the Sourcewell contract 060624. (Toni Gomez)

BACKGROUND:

Initiated by: Toni Gomez

The City of Roswell currently utilizes ClearGov for budgeting functions. After review, staff recommends transitioning to OpenGov, a comprehensive budgeting and grants management software. OpenGov offers enhanced transparency, daily updates with actuals, and robust reporting features that better align with the City's commitment to financial accountability and accessibility. The transition from ClearGov to OpenGov will improve efficiency in budget development, monitoring, and grant administration while providing clearer information to elected officials, staff, and the public.

FINANCIAL CONSIDERATION:

Funding for this contract is available in line item 11014041 663301 of the FY2026 Adopted Budget. No budget adjustment is required. The cost of the OpenGov subscription is \$201,343.14 ClearGov services will be discontinued.

LEGAL REVIEW:

This item is being presented first to the Legal Committee for review. The contract will comply with the New Mexico Procurement Code (NMSA 1978, §§ 13-1-28 through 13-1-199) and will be reviewed by the City Attorney prior to execution.

BOARD AND COMMITTEE ACTION:

The Legal Committee is asked to review and provide a recommendation on approval of a contract with OpenGov for budgeting and grants software. Upon recommendation, this item will proceed to the Finance Committee and then to the City Council for final approval.

STAFF RECOMMENDATION:

Staff recommends approval of a contract with OpenGov to provide budgeting and grants management software, replacing ClearGov. OpenGov's platform will deliver greater transparency, efficiency, and accuracy in financial reporting and grant oversight.

Attachments

Quote

Vertosoft Contract



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: 8/15/2025, 9:34 PM

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

Vertosoft Contact: David Ball
Phone: (571) 218-5194
Email: david.ball@vertosoft.com

Vertosoft Quote for OpenGov - City of Roswell, NM

Contract: Sourcwell: 060624-VTO

Quote #: Q-13993
Expires On: 8/31/2025

Ship To
Toni Gomez
City of Roswell, NM
PO Box 1838
Roswell, NM 88202
t.gomez@roswell-nm.gov

Quote For:
Name: Toni Gomez
Company: City of Roswell, NM
Email: t.gomez@roswell-nm.gov
Phone:

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

Overall POP Start Date: 9/1/2025
Overall POP End Date: 6/30/2027

Prorated Year 1

Period of Performance: 09/01/2025 - 06/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B100150M-AR-1Y	Budgeting & Planning - Between \$100-150 Million - 1Y	1.00	\$50,341.71	\$50,341.71
OG-TWFP-B100150M-AR-1Y	Grants Management - Between \$100-150 Million - 1Y	1.00	\$36,521.43	\$36,521.43
OG-PSBG-B100150M-OT-0Y	Professional Services Deployment - Prepaid - Between \$100-150 Million - 0Y	530.00	\$216.00	\$114,480.00
Prorated Year 1 TOTAL:				\$201,343.14

Year 2

Period of Performance: 07/01/2026 - 06/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B100150M-AR-1Y	Budgeting & Planning - Between \$100-150 Million - 1Y	1.00	\$63,150.52	\$63,150.52
OG-TWFP-B100150M-AR-1Y	Grants Management - Between \$100-150 Million - 1Y	1.00	\$45,813.85	\$45,813.85
Year 2 TOTAL:				\$108,964.37

TOTAL: \$310,307.51

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.

**Solicitation Number: RFP #060624****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vertosoft LLC, 1602 Village Market Blvd. SE, Suite 320, Leesburg, VA 20175 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, and 4.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

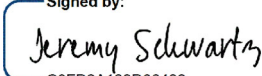
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

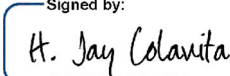
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Vertosoft LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 10/23/2024 | 2:51 PM CDT
 Date: _____

Signed by:

 CE362D9DCA75431...
 By: _____
 Jay Colavita
 Title: President
 10/23/2024 | 2:47 PM CDT
 Date: _____

RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

Vendor Details

Company Name: Vertosoft

Does your company conduct business under any other name? If yes, please state: Virginia

Address: 1602 Village Market Blvd SE
Suite 320
Leesburg, Virginia 20175

Contact: Ashlianne Shigley

Email: ashlianne.shigley@vertosoft.com

Phone: 571-799-9578

HST#: 81-3911287

Submission Details

Created On: Tuesday May 14, 2024 10:42:32

Submitted On: Wednesday June 19, 2024 16:27:20

Submitted By: Chet Hayes

Email: chet@vertosoft.com

Transaction #: 24e4534c-d2ba-49f8-8719-aa21f40b0e00

Submitter's IP Address: 173.72.254.97

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vertosoft LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vertosoft LLC has no subsidiaries.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vertosoft	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 7QV38. UEI: Y7D5MXRU2839.	*
5	Proposer Physical Address:	1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175	*
6	Proposer website address (or addresses):	www.vertosoft.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Jay Colavita Title: President Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: contracts@vertosoft.com Phone: 703-568-4703	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Ashlianne Shigley Title: Government Contracts Program Manager Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: ashlianne.shigley@vertosoft.com Phone: 571-799-9578	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Chet Hayes Title: CTO Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: chet@vertosoft.com Phone: 571-707-4137	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Vertosoft LLC (Vertosoft) is a technology services company that focuses on delivering innovative and emerging technologies to public sector organizations across the country. Established in 2016, Vertosoft has deep knowledge and experience supporting all phases of the acquisition life cycle. We specialize in providing services to emerging technology companies and the public sector agencies they serve. Our forte is strategic sourcing, which streamlines the time required to provide critical technology and services to government end-users at competitive prices. We provide Sourcewell members the flexibility, agility, and responsiveness of a small company with the experience of a large organization. Vertosoft's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly-experienced management team, and our staff has deep expertise in meeting each agency's specific requirements and the technology required to satisfy those requirements. Our core values include an innovative mindset, an entrepreneurial spirit, and a deep knowledge and experience supporting all phases of government sales and acquisition lifecycle. We are widely respected and relied upon for our professional, ethical, and industry certified business process.	*
11	What are your company's expectations in the event of an award?	An award from Sourcewell represents an opportunity for a beneficial partnership between Vertosoft, Sourcewell, and its members. This partnership ensures that Sourcewell members gain access to leading-edge technologies that are exclusively available through Vertosoft's robust catalog. As an awarded supplier under Sourcewell's rigorous selection process, Vertosoft gains a prestigious platform to showcase its innovative solutions. Sourcewell, in turn, enhances its offerings with a broader and more advanced range of technology solutions. We believe that the strongest and most effective partnerships are built on a foundation of collaboration. We are committed to working hand-in-hand with Sourcewell to tailor solutions that precisely address the diverse needs of Sourcewell members, ensuring a relationship where progress and mutual satisfaction are the mainstays.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Vertosoft is a fast-growing and financially sound company that delivers high-quality software solutions to the public sector. Since 2016, we have achieved an impressive annual growth rate of 30-60%, reaching \$74M in revenue in 2021 and over \$178M in 2023. We have zero debt, and we invest our own funds to meet the diverse needs of our clients and partners. The financial statements that we have provided attest to our solid and stable performance. You can find our 2023 Financial Statements within the "Step 2 - Documents" portion of the submission under "Financial Strength and Stability" for reference.	*
13	What is your US market share for the solutions that you are proposing?	Vertosoft is dedicated to introducing innovative and emerging technologies within the public sector. While our data on non-public sector market share is not within our purview, we are proud to state that for a substantial portion of the suppliers we represent, Vertosoft handles between 80% to 100% of all their public sector transactions. This significant figure demonstrates our strong position and influence in the public sector technology market.	*

14	What is your Canadian market share for the solutions that you are proposing?	The proposed solutions from our suppliers have a significant and growing presence in the Canadian market. Although specific market share values are not available, we can provide insights into their influence and adoption across various sectors in Canada. UKG (Ultimate Kronos Group) is widely recognized in Canada for its comprehensive human capital management (HCM) solutions. Many Canadian organizations across public and private sectors leverage UKG's workforce management and HR solutions to enhance operational efficiency and employee engagement. Diligent's governance, risk, and compliance solutions are trusted by numerous Canadian enterprises and public sector organizations. Their tools are known for enhancing board governance and regulatory compliance, making them a preferred choice in Canada. Trintech's financial close management software is used by several leading Canadian companies to streamline their financial operations. Their solutions are appreciated for improving accuracy and efficiency in financial processes. Visual Lease has a notable presence in the Canadian market, with its lease management solutions being adopted by organizations to ensure compliance with lease accounting standards and improve financial performance. OpenGov is a trusted partner for many Canadian government entities, providing financial and performance management solutions that promote transparency, efficiency, and data-driven decision-making. Cornerstone's cloud-based learning and talent management solutions are widely adopted by Canadian businesses and educational institutions, supporting continuous learning and professional development. Udacity's online learning platform is popular among Canadian learners and organizations for its cutting-edge courses in technology and business, which help enhance workforce skills and adaptability. Ivy.ai's AI-powered chatbot and virtual assistant solutions are utilized by various Canadian educational institutions and businesses to improve customer service and engagement through automated support. Fleet DM's fleet management solutions are implemented by several Canadian organizations to optimize their fleet operations, reduce costs, and enhance operational efficiency. Urban SDK's data analytics and visualization tools are used by Canadian urban planners and policymakers to improve city infrastructure and enhance urban development through data-driven insights. Autura's automotive solutions support Canadian automotive businesses with real-time data and analytics on vehicle performance and maintenance, helping improve efficiency and decision-making. Fluxx Labs' grant management software is adopted by several Canadian philanthropic organizations and government agencies to streamline the grant application and management process. Swiftly's public transit solutions are employed by Canadian transit agencies to provide real-time data and analytics, improving transit operations and rider experience. Spare Labs, based in Canada, provides demand-responsive transportation solutions that are widely used by Canadian transit agencies to enhance mobility and accessibility in urban and rural areas. Public Input's community engagement platform is utilized by various Canadian municipalities to facilitate public participation and gather citizen feedback, enhancing community involvement in governance.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Vertosoft has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Vertosoft is best categorized as a distributor/dealer/reseller. Answer to a): Due to the fact that Vertosoft has proposed a wide variety of solutions for this submission, we have attached the proposed suppliers Letter of Authorizations to fulfill this requirement. Letters of Authorization can be found in the "Step 2 - Documents" portion of the submission under "Upload Additional Documentation." A zip folder titled "LOAs" has been uploaded accordingly.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Vertosoft was formed with the sole focus of serving the public sector market with the most advanced emerging technology available. To support this mission, Vertosoft has implemented and adheres to a comprehensive set of internationally recognized standards and certifications, demonstrating our commitment to quality, security, and regulatory compliance. These certifications include those held directly by Vertosoft as well as those maintained by our third-party partners and subcontractors. Vertosoft has implemented the International Organization for Standardization (ISO) 9001:2015 standard, a globally recognized benchmark for quality management systems (QMS). This certification underscores our dedication to maintaining the highest standards of quality in our processes and services, ensuring that we consistently meet or exceed the rigorous requirements set by government agencies. Recognizing the complexity and interdependence of global information technology supply chains, Vertosoft holds a certificate for the Open Trusted Technology Provider™ Standard (OTTPS), which is approved as ISO/IEC 20243:2015. This certification is critical for mitigating the risk of maliciously tainted and counterfeit products, thereby ensuring the integrity and security of our supply chain. Many of Vertosoft's cloud-native suppliers are FedRAMP certified. FedRAMP is a government-wide program that standardizes security and risk assessments for cloud technologies, promoting the adoption of secure cloud services across the federal government. Additionally, our suppliers also hold StateRAMP certifications, which extend these stringent security protocols to state and local government entities, ensuring consistent protection and compliance. To further bolster our commitment to data security, many of our suppliers are SOC 2 Type II certified. This certification involves a rigorous audit process that evaluates an organization's information systems against strict criteria for security, availability, processing integrity, confidentiality, and privacy. SOC 2 Type II certification is particularly crucial for service providers managing customer data in the cloud, ensuring that data is secure and protected from unauthorized access. Furthermore, several of our suppliers are certified to the ISO/IEC 27001 standard. This international standard provides a robust framework for information security management systems (ISMS), enabling organizations to manage the security of assets such as financial information, intellectual property, and employee details, as well as information entrusted by third parties.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	In Vertosoft's 7+ years as a company, we have never been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	- INC 5000 2022 AND 2023 - Washington Business Journal Top Performing Small Technology Companies 2022 AND 2023 - Washington Business Journal Fast 50 2022 AND 2023 - Washington Business Journal Fast 50 2021 - Most Promising Public Sector Solution Providers 2021 - Best Places to Work 2021, 2022, 2023, & 2024	*
20	What percentage of your sales are to the governmental sector in the past three years	99.12%	*
21	What percentage of your sales are to the education sector in the past three years	3.48%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TIPS: 220105 -- \$7,346,338.43 NCPA-OMNIA: 01-165 -- \$4,770,754.68 BuyBoard: 692-23 -- \$420,658.61 Texas DIR: DIR-TSO-4227 -- \$13,782,528.51 California Multiple Award Schedule: 3-23-06-1020	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA: GS-35F-688GA -- \$45,306,418.77 2GIT: 47QTCA21A002A -- \$4,394,961.23 DoD ESI: N66001-21-A-0092 -- \$259,717.60 ITES-SW2: W52P1J-20-D-0067 -- \$19,225,960.62	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Judiciary Courts of the State of Kansas	Jeff Peter	(785) 291-3054	*
University of Alabama	Julie Shelton	(205) 348-7917	*
County of Davidson, NC	Joel Hartley	(336) 242-2032	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of West Virginia	Government	West Virginia - WV	Enterprise Lease Platform, Community Engagement and Citizen Engagement, Financial Reporting Software	Average Deal Size: \$928,509	\$9,874,122	*
State of Montana	Government	Montana - MT	Regulatory Publication Platform, Financial Reporting	Average Deal Size: \$164,987	\$3,009,236	*
Florida Department of Corrections	Government	Florida - FL	Budgeting and Planning Software	\$2,134,236	\$2,134,236	*
State of Maryland	Government	Maryland - MD	Enterprise Agile Planning Solution, Financial Reporting, Cloud Native Automation, Budgeting Software	Average Deal Size: \$155,339	\$1,777,514	*
City of San Antonio Texas	Government	Texas - TX	Transparency Platform	Average Deal Size: \$345,839	\$1,020,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	Vertosoftware's strategic positioning across the United States reflects our commitment to providing exceptional service and support for all our clients, including the prospect of serving Sourcewell's nationwide needs. Our corporate headquarters in Leesburg, VA, doubles as the national sales support center, orchestrating thousands of transactions across all 50 states, as well as extending our reach into Canada. This centralized hub ensures that we maintain a cohesive strategy and a consistent level of service across all jurisdictions. We bolster our national presence with additional locations strategically placed in Charleston, SC; Charlottesville, VA; Denver, CO; Philadelphia, PA; Portland, ME; and Tacoma, WA. These offices are not mere points on a map; they are integral parts of a cohesive network that extends Vertosoftware's capabilities and brings our services closer to Sourcewell members. Our sales force, a dedicated team of 45 full-time individuals, is not just a number. Each member is a specialist, aligned with specific software suppliers to act as both a force multiplier for our partners and a trusted advisor to our public sector clients. This ensures that each Sourcewell member receives tailored attention and expertise that aligns with their unique missions and challenges. Beyond our sales team, Vertosoftware has crafted a core group of key individuals who will directly support this contract, including: Executive Sponsor: Jay Colavita, President Contract Management: Ashlianne Shigley, Government Contracts Program Manager Technical Executive: Chet Hayes, CTO Accounts Payable: Hannah Xiu, CFO Sales Leadership: Josh Slaterry, VP of Technology Sales Sales Operations: Nur Rahman, Director of Operations Contract Marketing: Mary Dawson, Digital Marketing Manager Financial Reporting: Michael DiPlacido, Government Business Analyst These leaders are not just overseeing operations; they are actively engaged in ensuring that every Sourcewell member receives the highest level of service and support. The size of our team is a testament to our efficiency and dedication. With Vertosoftware, Sourcewell will not be engaging with a cumbersome, slow-moving entity, but a nimble, responsive organization where every employee carries the weight of their expertise and commitment to public service. Our agility allows us to pivot and adapt to the changing needs of Sourcewell members, ensuring that each entity receives the attention and resources it deserves. We are not just proposing a vendor-client relationship; we are offering a partnership where Sourcewell's needs are met with precision, professionalism, and a personal touch that only a team like Vertosoftware's can provide. With our nationwide network, specialized team, and the direct involvement of our leadership, Sourcewell can be confident in Vertosoftware's ability to meet and exceed their nationwide requirements.	*
27	Dealer network or other distribution methods.	Vertosoftware is a software distributor and reseller and can sell directly to any of the Sourcewell participating entities across the United States. Vertosoftware also maintains a broad partner network across the country that is comprised of companies that fall into a wide variety of disadvantaged categories such as women owned, service-disabled veteran owned, minority owned, etc. With this wide partner network, Vertosoftware can help Sourcewell participating entities meet specific procurement goals related small or disadvantaged business. Our reliable partner network of nearly 300 companies is made up of top industry participants (some being Sourcewell contract holders) such as BlueTech, GovSmart, Enterprise Technology Solutions, SHI, Insight Public Sector, New Tech, and Strategic Communications, just to name a few.	*
28	Service force.	As a software distributor and reseller, Vertosoftware works directly with the software manufacturers and their service partners to provide needed service, rather than maintaining a large service force. These partners reside both in the United States and in Canada. We work heavily with multiple services providers for UKG, one of the proposed solutions in this submission. They are as follows: Worldgate, Project Genetics, Covalence, JK Seva, Fase Group, HRchitect, Mosaic Consulting Group, Jubilant LLC, PredictiveHR, Sability LP, and more. Service providers we commonly work with for other technologies include F.H. Black, Trintech, Aeyon, and ClearSulting.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Vertosoftware can act as both a distributor and reseller to help make the ordering process for Sourcewell participating entities as smooth and easy as possible. Here's how the process is tailored to meet the software-centric requirements: When Vertosoftware Acts as a Distributor: 1. Selection and Consultation: A Sourcewell entity selects their required software solutions with the possibility of consultation from Vertosoftware and/or the software supplier to ensure the best fit for their needs. 2. Authorized Reseller Engagement: The entity then engages with an authorized reseller partner of Vertosoftware to place the order. This partnership combines the local touch of a reseller with the extensive software offerings of Vertosoftware. This could also help participating entities to achieve socio-economic goals when possible. 3. Order Coordination: Once the order is placed with the reseller, Vertosoftware coordinates with the software supplier to fulfill the order. Vertosoftware's role as a distributor ensures that the software supplier delivers the order effectively through the reseller partner. When Vertosoftware Acts as Both Distributor and Reseller: 1. Direct Order Placement: In scenarios where Vertosoftware assumes the combined role, the Sourcewell entity places the order directly with Vertosoftware, eliminating any thirdparty interaction. 2. Order Fulfillment: Vertosoftware then takes on the responsibility of coordinating directly with the software supplier to fulfill the order. This direct line ensures clarity, efficiency, and expediency in delivery. 3. Post-Order Support: Regardless of the role, Vertosoftware provides comprehensive post-order support, assisting with software entitlement, license management, and technical queries. In both scenarios, Vertosoftware's involvement guarantees a streamlined process that caters to the digital nature of the products offered. With no physical inventory to manage, the focus remains on prompt service and precise fulfillment of software orders, ensuring that Sourcewell entities receive the right software solutions at the right time, with Vertosoftware as their dedicated point of contact.	*
30	Describe your strategy related to implementation, integration, and use of implementation partners.	Vertosoftware's strategy for implementation, integration, and use of implementation partners is designed to ensure the successful and seamless deployment of solutions for our customers. Our approach is comprehensive, collaborative, and client-focused, with the ultimate goal of providing irrefutable value. We currently collaborate with nearly 50 implementation partners who are industry leaders in their specialty, consistently engaging with them for their highly skilled expertise and streamlined project facilitation. We view implementation partners as valuable extensions of any given project.	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Vertosoft is fully committed to delivering exceptional customer service to Sourcewell members through our comprehensive Customer Success Program. Our approach is designed to provide rapid, knowledgeable, and tailored support to ensure that our clients maximize the benefits of our technology solutions. Upon commencement of our partnership, Sourcewell members will be assigned a dedicated Customer Success Manager (CSM) team. This team, comprised entirely of U.S. citizens, boasts an intimate understanding of various software manufacturers' entitlement systems, license management processes, and technical support frameworks. This ensures that the support provided is not only expert but also directly aligned with the nuances of the public sector's operational requirements. To facilitate immediate and seamless communication, we provide a dedicated toll-free number and a specific email address that directly connects Sourcewell members to their CSM team. This direct line of contact is designed to eliminate delays and streamline the resolution process. Our CSM team pledges to deliver on the following key customer service aspects: Software Entitlement Management Support: Expert assistance in managing and optimizing software entitlements. Customized License Reporting and Usage: Tailored reports that provide insights into software usage and compliance status, aiding in informed decision-making. Service Desk Management Portal: Sourcewell members will have access to 'VertoDesk', our robust service management portal, allowing them to open and manage service tickets efficiently with the CSM team. Technical Outreach and Advisory Sessions: Scheduled sessions to discuss new solutions, technology roadmaps, and to offer strategic advice tailored to the unique needs of Sourcewell members. Our response-time capabilities are a cornerstone of our customer service commitment. The CSM team guarantees prompt attention to all inquiries and issues, with an initial response time target within one business hour of contact. We strive to resolve queries and service tickets swiftly, with a focus on first-contact resolution whenever possible. To ensure these service goals are consistently met, Vertosoft incentivizes our CSM team based on key performance indicators that include response times, resolution times, and customer satisfaction levels. Regular reporting on these metrics, including the volume of calls, emails, and the status of service tickets, will be provided to Sourcewell to maintain transparency and encourage continuous improvement. Our dedicated CSM team, responsive service capabilities, and strategic incentives all serve one purpose: to provide Sourcewell members with an unparalleled customer service experience that not only meets but exceeds their expectations for support and strategic guidance.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Vertosoft's core business is selling to the Public Sector, both the State & Local and Federal Government. We have dedicated the entire business to our only customer being the Government due to the expanse and nuance of the Government as a customer. Due to this, this makes our ability as a software distributor and reseller to sell directly to any of the Sourcewell participating entities across the United States extremely plausible and within our normal reach. We look forward to working with Sourcewell participating entities to provide the solutions proposed as part of this solicitation.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vertosoft is committed to delivering high-quality software and related services to public sector and education administration entities, including those across Canada. Our ability and willingness to serve Sourcewell participating entities in Canada are rooted in the following key aspects: - Vertosoft LLC has established a legal presence in Canada and has the ability to quote in CAD. - We have an established, proven track record of success via direct transactions, as well as through our number of Canadian partners. - Vertosoft offers comprehensive training and implementation services tailored to the specific needs of our customers. For any related services that we are proposing, we provide remote options, ensuring that Canadian entities can maximize the value of Vertosoft's solutions, while encountering minimal disruption to their daily operations. - We are best able to serve the Canadian territories and provinces that conduct business in English.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vertosoft is currently equipped to and has done business with all 50 states of the US. We are also equipped to do business with all required areas of Canada.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Vertosoft anticipates being able to fully serve any participating entity sectors through this proposed contract, and looks forward to the opportunity of doing so.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Vertosoft has no specific restrictions related to participating entities in Hawaii and Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Vertosoft has crafted a robust marketing strategy to ensure the successful promotion of the Sourcewell contract opportunity. Our approach is multifaceted, designed to leverage our expertise and resources to educate and engage public sector entities about the advantages of using this contract vehicle for their technology solution acquisitions. The text in the following questions (#37-40) covering the Marketing Plan is meant to work in tandem with what we have submitted as an attachment under the "Step 2 - Documents" portion of the submission under "Marketing Plan/Samples." Dedicated Sales Team Effort: Vertosoft's seasoned public sector sales team, armed with extensive experience in leveraging national contracts, will actively collaborate with Sourcewell's marketing division. The objective is to enlighten public sector organizations about the benefits and efficiencies gained by utilizing this contract for their technology purposes. Partnership with Software Manufacturers: Our Software Manufacturer Partners, who have well-established national sales forces, will integrate the promotion of this contract into their sales strategies. In their interactions with public sector entities, they will advocate for the use of this contract as the preferred procurement vehicle for acquiring state-of-the-art technology solutions. Proactive Communication and Media Outreach: Within the first 14 days post-award, Vertosoft will disseminate a co-branded press release, announcing the contract award with detailed insights into the contract specifics. This announcement will be bolstered by strategic social media campaigns, targeting public sector organizations to inform and promote the contract's utilization. Online Presence and Accessibility: A dedicated Vertosoft website will be launched within 30 days of award notice, featuring the standard Sourcewell logo. This line resource will serve as a comprehensive hub, housing the original RFP, contract documents, product summaries, marketing materials, and direct links to the Sourcewell website. Additionally, we will establish a dedicated toll-free number and email address exclusively for Sourcewell participating entities, facilitating effortless access and inquiries. Direct Engagement Campaign: Within 60 days of the award, Vertosoft will initiate a targeted email and direct contact campaign. This initiative is designed to notify both existing and prospective public sector agencies about the contract. The communication will offer detailed guidance on how to effectively leverage the contract for future technology solution procurements. Vertosoft's marketing strategy is a testament to our commitment to not only inform but also empower participating agencies with the tools and knowledge to enhance their operational capabilities through this contract with Sourcewell.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vertosoft employs a sophisticated array of digital technologies and data analytics to enhance the effectiveness of our marketing initiatives. Here's an outline of our strategy: Social Media Utilization: We leverage social media platforms to engage with our audience, utilizing targeted advertising and organic content strategies. By analyzing user interaction data, we tailor our content to increase engagement, foster community building, and enhance brand awareness. Metadata Analysis: By harnessing metadata from various digital channels, we gain insights into customer behavior, preferences, and trends. This information allows us to optimize our content for search engines and improve the visibility of our digital assets. Customer Relationship Management (CRM) Systems: Our CRM systems are integrated with marketing automation tools that utilize digital data to personalize communication and track the customer journey. This ensures that marketing campaigns are relevant and timely, increasing conversion rates. Data-Driven Decision Making: We employ analytics tools to evaluate the performance of our marketing campaigns across digital channels. By understanding key performance indicators (KPIs), we can make informed decisions to refine our marketing tactics. Content Personalization: Using data analytics, we personalize content for various segments of our audience. This approach ensures that the messaging resonates with the specific needs and interests of each segment, improving engagement and conversion rates. Predictive Analytics: By analyzing past and current data trends, we employ predictive analytics to anticipate future behaviors and preferences. This allows us to stay ahead of market trends and adapt our marketing strategies accordingly. Digital Engagement Tracking: We track engagements and interactions across our digital channels to understand what content performs best. This enables us to replicate successful tactics and drop ineffective ones. Email Marketing Optimization: We use digital data to segment our audience and tailor email marketing campaigns, enhancing open rates and click-through rates. Through these technologically driven strategies, Vertosoft ensures that our marketing efforts are not just widespread, but also precise, relevant, and effective, leading to a stronger market presence and higher ROI on marketing investments.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Vertosoft recognizes the immense value of a Sourcewell contract and the significant benefits it provides to Sourcewell contract holders. Therefore, we view it as very important that Sourcewell and Vertosoft have a symbiotic relationship in the promotion of a contract award. We view Sourcewell's involvement in the successful promotion of our contract to include, but not necessarily be limited to: 1. Promotion via Sourcewell Channels: Leverage Sourcewell's established communication channels, such as the official website, newsletters, and direct emails to regularly inform and update participating entities of the contract and its benefits. We would also like to establish an official landing page on Sourcewell's website to highlight Vertosoft's contract, similarly to how we would do on our own website. 2. Co-Branded Marketing Materials: Partner with Vertosoft to create co-branded marketing materials that combine the credibility and reputation of Sourcewell with the innovative offerings of Vertosoft, reinforcing the contract's value proposition. 3. Educational Webinars and Workshops: Organize and host educational webinars and workshops that elucidate the contract's features and instruct participating entities on how to leverage the offerings to effectively meet their needs. 4. Social Media Engagement: Utilize Sourcewell's social media platforms to engage with the participating entity base, increase contract visibility, and encourage discussions around the contract's usage and benefits. 5. Case Studies and Testimonials: Develop and share success stories and/or testimonials from customers who have seen great value through Vertosoft suppliers on the contract. This will provide real-world, timely examples of the value of Vertosoft's solutions and demonstrate the effectiveness of a properly leveraged Sourcewell contract awarded to Vertosoft.

40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	All solutions proposed under this RFP are available for electronic delivery, either via download for on-premises installed software, or as a Software-as-a-Service (SaaS) offering, but not through an online e-procurement ordering system.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	As a leading distributor of innovative software solutions for the public sector, Vertosoft is uniquely positioned to offer a range of product-related training programs. Our training offerings are as diverse as our product portfolio, varying significantly based on each supplier's specific technology and approach. Product Training Overview: Our training programs are designed to enhance the effective use and understanding of the software products we distribute. Recognizing that training needs vary from one supplier to another, we offer: 1. Standardized Training Programs: - Offered for: Widely used software products with uniform functionalities. - Details: These programs cover basic operations, user interface navigation, and standard application features. - Provider: Trained professionals with comprehensive knowledge of specific software. - Costs: Generally included with the purchase of software licenses. 2. Advanced and Specialized Training: - Offered for: Software requiring specific skill sets or knowledge for optimal use. - Details: Advanced operational techniques, customization options, and in-depth feature exploration. - Provider: Specialists or even developers from the software supplier, ensuring an authoritative understanding of the product. - Costs: Priced separately, reflecting the advanced level and specialized nature of the training. 3. Customizable Training Solutions: - Offered for: Software with flexible or adaptable functionalities. - Details: Tailored training modules developed in conjunction with the software supplier, focusing on the unique needs of each Sourcewell entity. - Provider: A collaborative team of Vertosoft experts and supplier representatives. Costs: Varies based on the training scope, duration, and specific requirements. - Unique Value Proposition: Vertosoft's strength lies in our ability to connect Sourcewell entities with a wide range of software training options, directly correlating to the diverse products offered by our suppliers. This approach ensures that each entity receives the most relevant, effective training for their chosen software solutions, maximizing the benefits and impact of their technology investments
42	Describe any technological advances that your proposed products or services offer.	Vertosoft stands at the forefront of technological innovation, providing cutting-edge solutions tailored for Core Administrative Systems, Education and Public Sector Information and Work Management, and Public Engagement and Specialized Services. Our offerings, derived from partnerships with emerging tech companies, seamlessly integrate into your operations, delivering significant benefits: In Core Administrative Systems, Vertosoft's proposed solutions enhance automation and improve decision-making. Leveraging technologies such as AI-driven financial close processes from Blackline, and predictive analytics and financial automation from Trintech, our solutions streamline operations and optimize resource management. This enables public sector and educational institutions to effectively manage administrative tasks and improve overall operational efficiency. For Education and Public Sector Information and Work Management, Vertosoft's solutions redefine efficiency in information and work management. By auto-generating designs and content, and developing novel data models, these tools significantly reduce time-to-market and foster innovation. For instance, Cornerstone onDemand's AI-powered learning management system personalizes learning paths and provides advanced analytics, while OpenGov's data-driven decision-making tools offer deep insights, trend analysis, and predictive forecasting crucial for strategic planning and operational efficiency. Moreover, platforms like Udacity offer cutting-edge learning programs in emerging technologies, further empowering institutions to unlock the full potential of their data. In the realm of Public Engagement and Specialized Services, Vertosoft offers robust solutions that enhance communication and interaction with the community. AI-powered platforms, including chatbots and virtual assistants from Ivy.ai, facilitate efficient handling of inquiries and provide real-time data analytics. PublicInput's platform uses AI to analyze public feedback and sentiment, enhancing community engagement. These solutions streamline processes, reduce response times, and provide 24/7 support, thereby promoting stronger community relationships and trust.

43	Please describe your software innovation maturity related to the following technology areas: - o Machine learning - o Natural language processing - o Virtual assistants/chatbots - o Predictive analytics - o Big data analytics - o AI/Generative AI	Vertosoft, along with our suppliers, offer Sourcewell participating entities advanced capabilities across key technology areas including machine learning, natural language processing, virtual assistants/chatbots, predictive analytics, big data analytics, and AI/Generative AI. The following companies Autura, Blackline, Cornerstone OnDemand, Diligent, Floqast, Fluxx Labs, Ivy.ai, OpenGov, Public Input, Red Rover, Schoox, Spare Labs, Swiftly, Thirdline, Trintech, Udacity, UKG, Urban SDK, and Visual Lease demonstrate exceptional innovation maturity in these fields, offering cutting-edge solutions aligned with the most advanced technology available. Machine Learning: UKG: Utilizes machine learning to enhance workforce management solutions, providing predictive scheduling, workforce forecasting, and advanced analytics to optimize labor costs and improve employee engagement. Natural Language Processing (NLP): Ivy.ai: Specializes in NLP to power intelligent chatbots and virtual assistants for higher education institutions, facilitating seamless communication and support for students and staff. Udacity: Leverages NLP in their educational platforms to provide personalized learning experiences, adaptive content, and intelligent tutoring systems. Virtual Assistants/Chatbots: Ivy.ai: Offers advanced chatbot solutions that utilize AI and NLP to provide real-time, automated support for various user queries, improving customer service efficiency. Cornerstone OnDemand: Integrates virtual assistants into their learning and talent management solutions, providing users with immediate assistance and enhancing overall user experience. Predictive Analytics: Floqast: Utilizes predictive analytics to streamline and optimize financial close processes, providing actionable insights that help organizations forecast and manage financial outcomes more effectively. Swiftly: Applies predictive analytics to improve public transportation systems, offering real-time data and predictive insights to enhance transit operations and rider experience. Big Data Analytics: OpenGov: Employs big data analytics to provide governments with comprehensive financial management and transparency solutions, enabling data-driven decision-making and improved public service delivery. Urban SDK: Uses big data analytics to provide urban planners and policymakers with actionable insights to improve city infrastructure, transportation, and overall urban development. AI/Generative AI: Red Rover: Implements generative AI to enhance their employee onboarding solutions, creating personalized and engaging onboarding experiences that streamline the integration of new hires. Spare Labs: Utilizes AI and generative AI to optimize demand-responsive transportation systems, improving efficiency and accessibility for transit agencies and riders. Comprehensive Innovation Across Technology Areas: Diligent: Provides governance, risk, and compliance solutions that integrate AI and machine learning to enhance decision-making and risk management processes. Trintech: Delivers financial close management software that incorporates predictive analytics and AI to automate and optimize financial operations. Visual Lease: Uses machine learning and big data analytics to offer lease management solutions that improve compliance and financial performance. Thirdline: Applies advanced machine learning and AI techniques to enhance their security and compliance monitoring solutions. Blackline: Utilizes AI and machine learning to streamline and automate accounting and finance processes, providing real-time visibility and control. Public Input: Uses big data analytics and AI to facilitate public engagement and community feedback, providing governments with deeper insights and more effective decision-making. Fluxx Labs: Employs AI and big data analytics to improve grant management and impact measurement for philanthropic organizations. Autura: Leverages machine learning and predictive analytics to enhance automotive industry solutions, improving vehicle performance and customer satisfaction. Schoox: Implements AI and machine learning in their learning management systems to provide personalized training and development programs. Together, these companies represent a robust and comprehensive suite of solutions that showcase our collective expertise and innovation maturity in key technology areas. By offering suppliers with the latest advancements in machine learning, natural language processing, virtual assistants, predictive analytics, big data analytics, and AI, Vertosoft and our suppliers are well-positioned to deliver exceptional value and transformative outcomes for Sourcewell participating entities.
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44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	The diversity of connectivity and integration capabilities available are as varied and diverse as the suppliers we are proposing for this opportunity, ensuring seamless interoperability and comprehensive functionality across various software systems. We have provided a brief subset of some of the integration capabilities below: Autura supports integrations with Salesforce, Hubspot, Zoho CRM, SAP, Oracle ERP, Microsoft Dynamics 365, Geotab, Samsara, and Verizon Connect, along with an API and SDK to assist with other connections. Blackline's financial close management software integrates with major ERP systems such as SAP, Oracle, and Microsoft Dynamics. It offers APIs and pre-built connectors to streamline data flow between financial systems and enhance process automation. Cornerstone OnDemand's learning and talent management systems integrate seamlessly with a variety of HRIS, payroll, and other enterprise systems, utilizing open APIs, connectors, and integration hubs to ensure data synchronization and workflow automation. Specifically, Cornerstone integrates with Workday, enabling smooth data flow for HR, payroll, and talent management processes, which supports unified reporting, automated data updates, and streamlined workflows. The system also integrates with SAP SuccessFactors, allowing for the synchronization of employee data, performance metrics, and learning management information, thus providing a comprehensive talent management solution. Furthermore, integration with Oracle HCM Cloud ensures synchronized HR data, payroll information, and talent management processes, enhancing data accuracy and operational efficiency. Cornerstone's compatibility with ADP helps synchronize payroll data, employee information, and compliance reporting, facilitating easier workforce data management across systems. Additionally, Cornerstone integrates with UKG Pro (formerly UltiPro) to offer seamless HR, payroll, and talent management capabilities, promoting real-time data synchronization and efficient workflow automation. Integration with Microsoft Dynamics 365 allows for the connection of HR and talent management data, enabling comprehensive analytics and streamlined operations. The integration with PeopleSoft ensures that employee records, payroll data, and HR processes are synchronized, providing a unified platform for managing workforce information. Finally, Cornerstone's integration with Kronos aligns time and attendance data with HR and payroll systems, ensuring accurate payroll processing and compliance with labor regulations. These integrations enable Cornerstone to provide a cohesive and efficient experience for managing HR processes, payroll, and employee development, supporting comprehensive workforce management and development strategies across various enterprise systems. Ivy.ai's AI-powered chatbot and virtual assistant solutions integrate seamlessly with a variety of systems to enhance customer service and engagement. Utilizing open APIs and connectors, Ivy.ai ensures smooth data flow and operational efficiency across educational institutions and businesses. Specifically, Ivy.ai integrates with CRM systems like Salesforce and HubSpot to streamline customer interactions, ensuring data from chatbot interactions is accurately captured and enhancing customer relationship management and marketing efforts. In learning management systems such as Canvas and Blackboard, Ivy.ai provides educational institutions with seamless student support, automating responses to inquiries and facilitating course navigation. Additionally, Ivy.ai integrates with student information systems like Banner and PeopleSoft to automate administrative tasks, providing instant access to academic information and assisting with enrollment processes. For HRIS, Ivy.ai works with systems like Workday and SAP SuccessFactors to offer automated HR support, addressing employee queries related to benefits, leave balances, and payroll details. Furthermore, integrations with content management systems like WordPress and Drupal enable Ivy.ai to enhance user engagement on websites by providing real-time support and guiding visitors. These integrations collectively enable Ivy.ai to deliver a cohesive and efficient experience for managing customer interactions, student support, and HR services, significantly improving operational efficiency and user satisfaction. OpenGov provides robust integration capabilities to enhance its financial and performance management solutions for government agencies. It integrates seamlessly with major Enterprise Resource Planning (ERP) systems such as SAP, Oracle, and Microsoft Dynamics, enabling comprehensive financial management and streamlined operations. OpenGov connects with financial systems like QuickBooks, NetSuite, and Sage Intacct, facilitating accurate financial reporting and budget management. Its platform also integrates with Customer Relationship Management (CRM) systems like Salesforce, enabling improved citizen engagement and service delivery. OpenGov supports data visualization and analytics tools such as Tableau and Power BI, providing real-time insights and data-driven decision-making. For document and records management, it integrates with systems like Laserfiche and SharePoint, ensuring efficient document handling and compliance. Additionally, OpenGov connects with geographic information systems (GIS) like Esri, enhancing spatial data analysis and planning capabilities. These integrations ensure that OpenGov's solutions provide comprehensive, efficient, and secure financial and performance management, enhancing the ability of government agencies to deliver transparent and effective public services. UKG (Ultimate Kronos Group) offers extensive integration capabilities across various systems to enhance workforce management solutions. It integrates with major Human Capital Management (HCM) systems like Workday, Oracle HCM Cloud, and SAP SuccessFactors for seamless HR and payroll operations. UKG also connects with payroll systems such as ADP, Ceridian Dayforce, and Paychex to ensure accurate payroll processing. Its integration with ERP systems like SAP ERP, Oracle ERP, and Microsoft Dynamics 365 streamlines workforce planning and financial management. UKG's connectivity extends to CRM systems, including Salesforce, HubSpot, and Zoho CRM, aligning workforce management with customer relationship activities. Time and attendance systems like Kronos, Tanda, and Deputy are supported for efficient scheduling and tracking. Additionally, UKG integrates with Learning Management Systems (LMS) such as Cornerstone OnDemand, SAP Litmos, and Udemy for Business to enhance employee training and development. Benefits administration systems like Benefitfocus, Alight Solutions, and Businessolver are also supported, ensuring comprehensive benefits management. For secure access, UKG integrates with Single Sign-On (SSO) solutions like Okta, Microsoft Azure Active Directory, and Ping Identity. These integrations ensure UKG's solutions provide comprehensive, efficient, and secure workforce management across diverse business environments.
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45	Describe your migration, customization, configuration, and upgrade processes. Each of the suppliers being proposed has a variety of methodologies they follow to ensure success. For example, OpenGov's implementation methodology ensures a smooth transition and successful adoption of their solutions through a structured approach consisting of several key phases: Initiate, Validate, Configure, Customize, Train, Test, Launch, and Support and Upgrade. In the Initiate phase, OpenGov provides customer entity configuration and creates system administrator accounts, granting access to the system. This phase concludes with customer sign-off on product access. During the Validate phase, OpenGov develops a Solution Blueprint based on the customer's requirements and confirms the data migration and validation strategy. The customer signs off on the Initial Draft Solution Blueprint to complete this phase. The Configure phase involves configuring the deliverables as outlined in the project scope, with customer sign-off confirming the completion and acceptance of all configuration deliverables. Customization follows in the next phase, based on specific customer requirements detailed in the Solution Blueprint. This includes custom feature development, integration with other systems, and workflow customizations. This phase concludes with customer sign-off on the completed customizations. Training is provided through instructor-led virtual sessions, covering both administrators and end users as specified in the project scope. Customer sign-off confirms the completion of training. OpenGov conducts thorough testing of the system in the Test phase, including user acceptance testing (UAT), to ensure all configurations and customizations work as expected. The customer signs off on the successful completion of the testing phase. The Launch phase includes providing HyperAdopt support post Go-Live to ensure successful adoption, with customer sign-off transitioning the project from active deployment to Customer Success. In the Support and Upgrade phase, OpenGov provides ongoing support to ensure the system continues to meet customer needs, regularly releasing updates and upgrades to enhance functionality and security. Customers are notified of upcoming upgrades, and OpenGov works with them to schedule and implement these upgrades with minimal disruption, concluding with customer sign-off on major upgrades to confirm successful implementation. UKG uses the following methodology: Project Management UKG guides the life cycle of the UKG HCM implementation, providing best practices to ensure successful deployment. The UKG Project Manager partners with the Customer Project Manager to develop the project plan, manage risks, and ensure objectives are achieved. The Customer Project Manager manages resources, secures executive sponsor buy-in, leads change management, liaises between UKG and project stakeholders, administers project changes, and resolves issues. Welcome Phase In the Welcome Phase, UKG and the Customer team lay the foundation for a successful implementation. This includes assigning stakeholders, defining areas of responsibility, reviewing expectations and goals, discussing project assumptions, and establishing meeting cadences. The UKG Project Manager will also discuss the project plan, change management, testing, and end-user training activities with the Customer Project Manager. This phase concludes with the start of the Requirements phase. Requirements Phase During the Requirements phase, UKG discusses specific configurations and identifies necessary modifications with the Customer. This involves discovery sessions with key department stakeholders and reviewing internal process changes based on industry best practices. The aim is to minimize configuration changes outside the preconfigured solution. These discussions help in making informed decisions about processes, testing scenarios, and end-user training. Build Phase In the Build phase, UKG completes the agreed-upon configurations. The Customer provides necessary employee data from legacy systems, configures hardware if applicable, and attends recommended training. Working sessions are held to review the configuration and navigation of the UKG HCM solution. The Customer also designates System Administrators who actively participate in all activities to ensure they can maintain and troubleshoot the solution post-implementation. Test Phase During the Test phase, the Customer leads User Acceptance Testing (UAT) with support from UKG. The Customer assigns resources to conduct unit tests, documents outcomes, and communicates issues to UKG for resolution. Concurrently, the Customer develops change management strategies and communication plans to ensure user adoption, prepares deployment groups, and rolls out end-user training. Go-Live Phase In the Go-Live phase, the configured and tested solution is deployed to end users. The project's goals, success criteria, change management, end-user training, and risk management efforts culminate in this phase. The Customer signs off on an agreed Deployment Plan for the UKG HCM system. UKG supports one deployment group and provides a thirty-day warranty period before transitioning to UKG Global Support (Success Care) for post-implementation support.
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46	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vertosoft maintains a corporate Sustainability Policy which is provided below: Vertosoft LLC strives to be a leader in environmental sustainability and believes that a successful future for our business and the customers we serve depends on the sustainability of the environment, communities, and economies in which we operate. As a responsible corporate citizen, we bear a responsibility to consider the impacts of our actions and how they affect the environment both directly in terms of our own operation, and indirectly through our purchasing decisions, the products, and services we offer to our customers and the business opportunities we pursue. We are committed to minimizing the impact of our operations on the environment and to demonstrating leadership by integrating environmental considerations into all our business practices. We are committed to protecting the environment through responsible management of our operations and give appropriate weight and consideration to this environmental policy when making future planning and investment decisions. Vertosoft LLC will set targets and objectives, within the scope of the environmental management system, to achieve continual improvement and a sustainable development; Vertosoft LLC will establish and periodically review and report progress on objectives and targets in the pursuit of continual improvement in our environmental management system for the purpose of enhancing our environmental performance and ongoing prevention of pollution. Vertosoft LLC will minimize the environmental impacts of our own operations through best practice management of use of our energy, transportation, material consumption, water use, waste and emissions. Vertosoft will also encourage suppliers, subcontractors, retailers and recyclers of our products to adopt the same environmental principals as Vertosoft LLC; Vertosoft LLC will raise employee awareness and support employee creativity and enthusiasm with respect to implementing our environmental policies, guidelines, programs, and initiatives. Vertosoft will also continually promote environmental awareness, responsibility, and best practices and to support the environmental sustainability culture of our company through education and in-house initiatives to reduce our environmental footprint. Guided by our Sustainability Policy, Vertosoft provides each employee with an Ocean Bottle "GO" water bottle. Each bottle is made from at least 67% recycled materials, and each bottle purchased funds the collection of 1,000 ocean-bound plastic bottles. To date, our usage of these bottles has funded the removal of over 40,000 ocean-bound plastic bottles. Vertosoft has also installed an in-office point-of-use water system that is connected to the building water supply. This system is estimated to save 4,000 bottles annually. Another policy that Vertosoft has put in place that is driven by our Sustainability Policy is our 'Work from Home' program. Employees that are eligible for this program can work from home 2 days a week. It is estimated that this policy saves ~10.67 metric tons of carbon emissions over the course of a year. In addition to these items, Vertosoft requires all electronic equipment to be Energy STAR certified, and where available, EPEAT registered. We prioritize products made from recycled materials and those with minimal, eco-friendly packaging. Vertosoft also selects products designed for longevity and ease of upgrade to extend their usable life. One specific example is our laptops. Vertosoft's laptops have an average lifespan of 5 years, as compared to many corporate laptops that have a lifespan of approximately 3 years.
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Several providers in our proposal demonstrate a strong commitment to sustainability through various certifications and eco-labels. UKG and Diligent both hold ISO 14001 certification for environmental management systems, underscoring their dedication to reducing environmental impact. Trintech, a member of the Green Business Certification Inc. (GBCI), reinforces its green business practices. Visual Lease partners frequently use Energy Star-certified equipment, promoting energy efficiency. OpenGov operates in LEED-certified facilities, reflecting their commitment to environmentally friendly building practices. Fluxx Labs, as a certified B Corporation, meets high standards of social and environmental performance. These certifications and practices highlight the focus on energy efficiency, sustainability, and green initiatives among our proposed solution providers.
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	Our strategy for leveraging ecosystem partners to enhance functionalities and capabilities revolves around building a robust network of integrations and collaborations that amplify the strengths of our core solutions. By partnering with leading providers across various domains, we ensure that our customers can access a comprehensive suite of tools and services that seamlessly integrate with our offerings, enhancing overall efficiency and effectiveness. For instance, UKG (Ultimate Kronos Group) collaborates with numerous HRIS and payroll systems such as Workday, SAP SuccessFactors, and ADP, enabling seamless data flow and operational efficiencies. These integrations allow organizations to unify their workforce management and HR processes, providing a cohesive user experience. Similarly, Diligent's governance, risk, and compliance solutions are enhanced through partnerships with other compliance tools and risk management systems, ensuring comprehensive governance and regulatory adherence. OpenGov's financial and performance management solutions benefit from integrations with ERP systems like SAP and Oracle, as well as data visualization tools such as Tableau and Power BI. This strategic collaboration enables government entities to leverage advanced analytics and reporting capabilities, driving data-driven decision-making. Cornerstone OnDemand's learning and talent management systems integrate with CRM systems like Salesforce and HubSpot, as well as LMS platforms like Canvas and Blackboard, ensuring that educational institutions and businesses can provide seamless learning experiences and robust talent management. Additionally, Ivy.ai's AI-powered chatbot solutions integrate with various CMS, LMS, and HRIS platforms, offering enhanced customer service, student support, and HR functionalities. By partnering with ecosystem players such as WordPress, Drupal, and Workday, Ivy.ai ensures that its AI-driven solutions are easily accessible and highly effective across different use cases.
49	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Vertosoft LLC is a Certified Virginia Small Business Concern, number 725842 for reference. We have attached a copy of our Small, Women-owned, and Minority-owned Business (SWaM) certificate under the "Step 2 - Documents" portion of the submission - "WMBE/MBE/SBE or Related Certificates"

50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Presales Engineering Talent Vertosoft's focus on emerging and innovative technologies are supported by experienced technical resources to identify the best overall solution for Sourcewell members. Vertosoft Account Managers are trained presales specialists who focus on specific technology domains such as Cloud Computing, Machine Learning and Artificial Intelligence, Cybersecurity, and Big Data and Analytics. Partnered with dedicated engineering resources from the software supplier, Vertosoft can provide Sourcewell participating entities with important insights about the technology solutions to best meet the member's needs. Quality and Responsiveness Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of quality and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include: - Maintaining product catalogs and price lists on different government contract vehicles. - Error free quoting to the government on behalf of our technology partners. - Efficient purchase order (PO) processing from our government customers. - Efficient PO delivery to our technology partners. - Accurate invoice creation for government customers for solutions delivered by our technology partners. - Payments to our technology partners upon payment from the government. - Customer satisfaction measurement with the overall procurement process experience through Vertosoft. Dedicated Customer Success Management Team Vertosoft will assign a dedicated Customer Success Manager (CSM) team to Sourcewell participating entities. The assigned CSM team will all be US citizens with knowledge of the different software manufacturer's software entitlement systems, license management processes, and technical support systems. Vertosoft provides a dedicated 1-800 number and email address that will connect participating entities directly with the dedicated CSM team. The CSM will be able to provide Sourcewell and participating entities with the following benefits: - Software Entitlement management support - Customized license reporting and usage - Service Desk Management Portal – ability to open and manage service tickets with Vertosoft CSM team - Technical Outreach and Advisory Sessions Vertosoft's CSM team will assist Sourcewell and participating entities with tracking the usage for each product. The CSM team will provide Sourcewell metrics on the calls/emails into the Vertosoft 1-800 and dedicated email address along with open/closed service tickets to help Sourcewell understand the volume and scale of support being requested and provided. Vertosoft will also provide Sourcewell participating entities with access to VertoDesk, which is a software entitlement portal where assigned participating entities can see the list of current software entitlements. Marketing and Training Each of the software suppliers supported by Vertosoft provides complimentary webinars to Sourcewell member agencies to help them better understand different features within the tool, so that agencies can maximize the investment in the technology. Vertosoft also hosts 'Tech-Days' where we bring emerging technology suppliers to our public sector customers where they can engage in technical deep dives, learn about product roadmaps, and get key industry updates and insights. Within the first 14 days post award, Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations. Within 30 days of award, Vertosoft will launch a dedicated web site with the Sourcewell standard logo. The website will have a copy of the original request for proposal, a copy of the contract, summary of products being offered, marketing materials, and a link to Sourcewell website. Vertosoft will also include a dedicated toll-free number and email address for Sourcewell participating entities. Within 60 days of award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future. Secure Software Supply Chain Executive Order 14028, "Improving the Nation's Cybersecurity" called to establish baseline security standards for development of software. As part of this effort, Vertosoft is working with our suppliers to develop a 'software bill of materials' (SBOM) to help public sector agencies better understand the nested libraries that make up the software components they are using. Minority and Women Business Enterprise (MWBE) and HUB Participation Vertosoft believes that a diverse supplier base is important to our overall success as an organization. This is evident by hundreds of services and resell partners that Vertosoft works with around the country that are either minority, women owned, service-disabled veteran, certified 8(a), or HUB Zone companies. These partners compliant our software supplier's diversity programs and help public sector agencies meet their own goals for diversity. Government Financing and Structured Payment Plans Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allows us to provide the government with simplified terms and conditions and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.
51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	We are proposing solutions PublicInput, OpenGov, and Ivy.ai to facilitate increased citizen engagement and feedback in public sector processes. They do so with their unique capabilities that you can read more about below: PublicInput provides an all-in-one engagement and communications platform that enables government agencies to actively connect with their communities. The solution includes various tools like public surveys, virtual town halls, social media integration, and data analytics. By facilitating transparent communication and enhancing equitable citizen participation, PublicInput empowers governments to receive actionable insights through real-time feedback and representative reporting. This platform supports effective decision-making and strengthens community trust by creating an inclusive engagement environment. OpenGov's Community Feedback software is specifically designed to enhance public sector processes through the collection and analysis of public feedback. The solution streamlines the process of gathering input via surveys and comment tracking, ensuring transparency and robust citizen engagement. With real-time feedback analysis, OpenGov enables informed decision-making based on community insights, fostering harmonious relationships between governments and citizens by efficiently utilizing public feedback to inform policies and services. Ivy.ai offers an AI-powered platform for Citizen Relationship and Engagement Management, featuring chatbots and virtual assistants that improve communication between governments and citizens. The solution provides automated responses, multi-channel support, and real-time data analytics, facilitating efficient handling of inquiries and enhancing citizen engagement. By streamlining processes, reducing response times, and providing 24/7 support, Ivy.ai promotes stronger community relationships and trust, thereby contributing to increased citizen engagement and feedback in public sector processes.

52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	Our proposed solution, supported by a diverse group of innovative suppliers, robustly supports digital transformation initiatives within the public sector, emphasizing cloud adoption, mobile access, and digital service delivery. UKG (Ultimate Kronos Group): UKG's cloud-based workforce management solutions facilitate seamless cloud adoption, providing scalable and secure HR, payroll, and workforce analytics. Their mobile access capabilities ensure that public sector employees can manage schedules, track time, and access critical HR information from anywhere, enhancing operational efficiency and employee engagement. Diligent: Diligent's governance, risk, and compliance solutions are cloud-based, offering secure, scalable platforms that support public sector needs. Their mobile applications enable government officials to access critical information, manage risks, and ensure compliance on the go, streamlining governance processes and improving transparency. Trintech: Trintech's cloud-based financial close management software supports public sector financial transformation by automating complex financial processes. Their solutions offer mobile access to financial data and workflows, enabling finance teams to collaborate and manage financial operations from anywhere, ensuring accuracy and efficiency. Visual Lease: Visual Lease provides cloud-based lease management solutions that enhance compliance and financial performance for public sector organizations. Their mobile-friendly platform allows users to access lease data and perform management tasks remotely, supporting efficient lease administration and real-time decision-making. OpenGov: OpenGov's cloud-based financial and performance management solutions are designed specifically for the public sector, facilitating efficient cloud adoption. Their mobile-friendly platforms enable government officials to access budget data, performance metrics, and financial reports on the go, enhancing transparency and decision-making capabilities. Cornerstone OnDemand: Cornerstone offers cloud-based learning and talent management solutions that support public sector digital transformation. Their mobile applications allow government employees to access training, performance reviews, and development resources anytime, anywhere, promoting continuous learning and professional growth. Udacity: Udacity provides cloud-based educational platforms that support digital transformation through online learning. Their mobile-accessible courses enable public sector employees to develop new skills and stay updated with the latest technologies, enhancing workforce capabilities and adaptability. Ivy.ai: Ivy.ai's AI-powered chatbot and virtual assistant solutions support digital service delivery by providing instant, automated responses to public inquiries. Their cloud-based, mobile-friendly platforms ensure that citizens can access information and services anytime, improving public engagement and satisfaction. Urban SDK: Urban SDK offers cloud-based data analytics and visualization tools that support smart city initiatives. Their mobile-accessible platform allows city planners and officials to access real-time data on urban environments, facilitating informed decision-making and efficient urban management. Autura: Autura's cloud-based automotive solutions support public sector digital transformation by providing real-time data and analytics on vehicle performance and maintenance. Their mobile-friendly platforms enable efficient fleet management and decision-making from any location. Fluxx Labs: Fluxx Labs' cloud-based grant management software supports public sector digital transformation by streamlining the grant application and management process. Their mobile-accessible platform allows grant managers to track and manage grants on the go, improving efficiency and accountability. Swiftly: Swiftly's cloud-based public transit solutions support digital transformation by providing real-time data and analytics for transit operations. Their mobile applications enable transit agencies to monitor performance, optimize routes, and improve service delivery, enhancing the public transportation experience. Spare Labs: Spare Labs' cloud-based, demand-responsive transportation solutions support public sector mobility initiatives. Their mobile-friendly platform allows users to book and manage rides in real-time, improving accessibility and efficiency in public transportation services. By leveraging the capabilities of these innovative suppliers, our solution robustly supports the public sector's digital transformation initiatives, promoting cloud adoption, mobile access, and enhanced digital service delivery to improve operational efficiency and public engagement.
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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53	Do your warranties cover all products, parts, and labor?	Vertosoft is committed to providing comprehensive warranty coverage across the wide variety of suppliers we propose to meet the needs of Sourcewell participating entities. In general, our warranties cover products, parts, and labor, although specific terms and conditions may vary between suppliers. To ensure Sourcewell participating entities have a clear understanding of the warranties they can expect, we have included detailed warranty information from several key suppliers. This will provide a transparent view of the warranty coverage for products, parts, and labor, demonstrating our commitment to quality and customer satisfaction. OpenGov Warranty: General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with 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 such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the subscription start date specified in the Order Form, 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. Customer must give written notice of any claim under this warranty to OpenGov during the Subscription 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 to the Reseller. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) 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. Disclaimer. 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. UKG Warranty: Mutual Warranties. Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound. Subscription Services Warranty. UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will make commercially reasonable efforts to remedy such breach without additional cost to Customer, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any nonconformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services. Professional, Support, and Training Services Warranty. UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services. Disclaimer. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE). Due to providing detailed examples in this text section for Warranty, we have not uploaded any attachments within the "Step 2 - Documents" portion of the submission under "Warranty Information." If interested in reading more supplier warranties, please navigate to the zip file entitled "EULAs" within the "Step 2 - Documents" portion of the submission under "Standard Transaction Document Samples."
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions or other limitations that adversely affect coverage.
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The majority of the proposed solutions are software-based, ensuring that troubleshooting and warranty repairs are conducted remotely. This approach eliminates the need for technicians to travel, thereby avoiding additional expenses for travel time and mileage. Remote troubleshooting offers several advantages, including faster response times, reduced downtime, and increased convenience for Sourcewell participating entities. By leveraging advanced remote support technologies, we can quickly diagnose and resolve issues without the delays associated with scheduling and dispatching on-site technicians. This not only enhances the efficiency of our support services but also aligns with sustainable practices by reducing the carbon footprint associated with travel. Consequently, Sourcewell participating entities benefit from a more responsive and eco-friendly warranty service, ensuring that their operations continue smoothly and without unnecessary interruptions.
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The proposed solutions are software-based, allowing us to provide comprehensive support and warranty repairs remotely, without the need for certified technicians to travel to specific geographic locations. This approach ensures that all Sourcewell participating entities, regardless of their location within the United States or Canada, receive timely and effective service for warranty repairs.
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In general, each supplier included in our proposal will provide warranties for their respective software solutions. This warranty coverage extends even if the software solution incorporates third-party or open-source software components. Each supplier is responsible for the warranty service of their products, ensuring that Sourcewell participating entities receive consistent and reliable support directly from the source of the solution. This approach allows for specialized expertise and ensures that any warranty issues are addressed efficiently by the original manufacturers who are best equipped to handle their specific products. By relying on each supplier to manage their warranties, we ensure that all components of our proposed solutions are covered under appropriate and effective warranty terms.

58	What are your proposed exchange and return programs and policies?	The exchange and return programs and policies vary from supplier to supplier. To provide Sourcewell with a clear understanding of what to expect, we have highlighted the diverse policies of a few key suppliers, illustrating the variations across the proposed solutions. UKG (Ultimate Kronos Group): In the event of termination, UKG's policy ensures that all fees are paid by the customer for services rendered through the effective date of termination. If the termination is due to UKG's breach of the agreement, any prepaid fees for services not rendered before the termination date will be credited back to the customer's account, with any remaining amounts refunded within thirty days. This approach ensures financial fairness and transparency, providing peace of mind to customers regarding their investments in UKG's solutions. OpenGov: OpenGov's exchange and return policies are outlined in their subscription terms. The agreement commences upon execution and continues until the end date specified on the order form, with provisions for renewal and termination. If either party materially breaches the agreement and fails to cure the breach within thirty days of written notice, the non-breaching party may terminate the agreement. Upon termination, customers are required to pay in full for all services rendered up to the termination date, and OpenGov will cease providing services. This structured approach ensures that both parties are protected and that services are delivered effectively up to the termination point. BlackLine: BlackLine's policy includes a refund or payment on termination clause. If the customer terminates the agreement pursuant to the specified terms, BlackLine will issue a prorated refund for any payment corresponding to the period after the effective termination date. Conversely, if BlackLine terminates the agreement, the customer must pay any unpaid fees covering the remainder of the current term. This policy guarantees that customers are only billed for the services they receive, ensuring a fair and equitable financial arrangement.
59	Describe any service contract options for the items included in your proposal.	Vertosoft provides comprehensive service contract options to support the solutions proposed. We include a range of implementation, training, and support services to ensure successful deployment and ongoing operation of our solutions. Implementation Services: -Project Kick-off & Oversight: Initial meetings to introduce the project team, develop a high-level project plan, and establish regular status updates. -Configuration & Integration: Custom setup and integration of solutions tailored to specific organizational needs, including data migration and system configuration. -Prototyping & Validation: Creation of solution prototypes using customer data to validate processes and outcomes, with iterative refinement sessions. Training Services: -Onboarding & Enablement Training: Remote and on-site training options are available, providing hands-on experience with the solutions. Training sessions cover system navigation, user access administration, and utilization of platform features. -Specialized Training Programs: Tailored training programs for different user groups, including administrators and end-users, ensuring all staff are proficient in using the solutions. Support Services: -24/7 Customer Support: Continuous support for high-priority issues, with prioritized response times based on issue severity. Medium and low-priority issues are addressed during business hours. -Technical Escalation & Remote Support: Access to technical experts for complex issue resolution, including remote support capabilities for real-time assistance. -Ongoing Maintenance & Updates: Regular updates and maintenance to keep the systems current and functioning optimally. Includes monitoring and management of system performance and security. Additional Support Options: -Success Manager: Dedicated resource to provide best practices guidance and ensure optimal use of the solutions. -Feature Review & Activation Assistance: Support for reviewing and activating new features as they become available, along with industry best practices reviews and configuration optimization. These service contract options are designed to provide robust support throughout the lifecycle of the solutions, from initial deployment to ongoing management, ensuring Sourcewell participating entities maximize the value of its investment in our solutions. Examples of service options and SOWs have been provided "Step 2 - Documents" portion of the submission under "Upload Additional Documentation." A folder entitled "Services Information" provides in depth details as well as past examples on what could be expected of a project including services.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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60	Describe any performance standards or guarantees that apply to your services	Vertosoft collaborates with a wide array of software suppliers, each bringing their unique performance standards and guarantees to the table. While specifics may vary depending on the supplier, the following are general aspects that are commonly addressed: Service Availability: Many of our suppliers aim for high service availability, striving to ensure their platforms are accessible and functional during key operational hours. This commitment is subject to variations based on the individual supplier's capabilities and service model. Software Quality Assurance: Several of our suppliers adhere to rigorous quality testing protocols, ensuring that their software meets industry standards for reliability and functionality. This may include regular updates and security patches. Timely Delivery: Suppliers generally commit to delivering software products in a timely manner. The exact timelines and delivery mechanisms can vary, depending on the nature of the software and the distribution channels used. Technical Support and Maintenance: Support and maintenance services are often provided, with the scope and responsiveness varying by supplier. This can range from basic troubleshooting to comprehensive technical assistance and regular maintenance. Compliance and Security: Most suppliers ensure that their software and services comply with relevant industry norms, legal standards, and security protocols, though the specifics of these compliance measures can differ. Customization and Integration Support: Depending on the supplier, there may be options for customization and integration support to align the software with specific business needs and systems. Performance Metrics: Some suppliers may offer transparency through performance metrics reporting, such as uptime statistics and customer support response times, though the level of detail and frequency of such reporting can vary. Continuous Improvement: Many suppliers engage in continuous improvement efforts based on client feedback and industry developments, aiming to enhance service quality and client experience over time. It is important to note that the specific performance standards and guarantees are subject to the individual terms and policies of each software supplier in Vertosoft's network. As such, we recommend reviewing the detailed terms and conditions provided by each supplier for precise information.
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Each supplier provides different levels of SLAs and guarantees, and the following examples illustrate the type of service standards available. Visual Lease Service Standards: Visual Lease ensures high service standards for its customers, as outlined in their Service Level Agreement (SLA). They commit to a monthly uptime of 99.0% for their production environments, excluding planned maintenance periods. Scheduled maintenance is communicated in advance, typically taking place during non-business hours. In the event that Visual Lease does not meet the uptime commitment, they offer service credits based on the percentage of monthly uptime achieved. Visual Lease categorizes technical issues into four severity levels, each with specific response and resolution time targets. For instance, critical issues (Severity 1) should receive a response within one hour during support hours, and a resolution is aimed within one calendar day. Visual Lease provides disaster recovery capabilities with defined objectives for backup retention, business continuity, recovery point, and recovery time, ensuring the availability and integrity of customer data. UKG Service Standards: UKG provides robust support and service standards through their various support plans, including Gold, Platinum, and Platinum Plus. They offer priority-based support, ensuring customers with the most critical issues are serviced first. High priority issues receive a response within 30 minutes or immediately via rapid response, while medium and low priority issues have response times of one hour and two hours, respectively. UKG's support is available 24/7/365 for high-priority issues, with business hours support for other issues. UKG's support services include technical escalation, management escalation, and remote support through web-based screen-sharing tools. They also offer access to the UKG Community for how-to articles, discussion boards, and case management. UKG's SLAs ensure continuous effort on high-priority events, leveraging a team-based approach to resolve issues swiftly and efficiently. They provide detailed documentation, knowledgebase access, and regular service releases to keep their software up-to-date and functioning optimally. We have uploaded the two example documents within the "Step 2 - Documents" portion of the submission - "Upload Additional Documentation". The folder entitled "SLAs" includes the mentioned Visual Lease SLA and UKG SLA.
62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	Our suppliers prioritize the protection and integrity of customer data, employing robust strategies for data backup, recovery, and secure storage. While each supplier may approach these aspects differently, the following examples illustrate the comprehensive measures in place to safeguard customer information. Cornerstone OnDemand: Cornerstone's customer environments and disaster recovery capabilities are hosted in AWS regions and colocation data centers in the U.S., with plans to migrate production environments fully to AWS. The production sites are in US-West-1 (N. California) and US-West-2 (Oregon), with disaster recovery sites in US-West-2 and US-East-1 (N. Virginia). AWS was selected for its high service availability and strong data protection controls, ensuring that all connectivity and security measures are maintained. Additionally, Cornerstone uses Equinix colocation data centers in El Segundo, CA, and Ashburn, VA, with strict access controls, including biometric hand scanners and restricted entry to authorized personnel only. Furthermore, Cornerstone leverages Google Cloud Platform (GCP) for its machine learning platform and content-related microservices, ensuring secure connectivity and data protection using redundant IPSec tunnels and Palo Alto firewalls. Cornerstone adheres to several compliance certifications, including SSAE18 SOC 1 & SOC 2, ISAE 3402 Type II, ISO/IEC 27001:2013, ISO/IEC 27018:2014, and ISO/IEC 27701:2019. OpenGov: OpenGov employs infrastructure provided by AWS, utilizing services such as EC2 and RDS with security best practices recommended by AWS. OpenGov's security infrastructure includes AES 256 encryption for data at rest and TLS 1.2 encryption for data in transit. Additional protection is provided by Cloudflare, acting as a web application firewall. OpenGov uses a multi-AZ deployment strategy for enhanced availability and durability, capturing regular backups and snapshots stored in regional data centers. This approach ensures data replication in real-time across AWS and Azure availability zones, minimizing data loss to one minute in the event of a fault. OpenGov has also passed SOC 2 audits, with the latest SOC 2 Type 2 report available upon request. Visual Lease: Visual Lease hosts its application on AWS, employing a network architecture that places web servers in a public subnet and database servers in a private subnet, accessible only from approved sources. Data at rest is protected with AES-256 bit encryption, and data in transit is secured with SSL (TLS 1.2) encryption and SSH (SFTP) for managed file transfers. Visual Lease leverages AWS Backup, a fully managed backup service, ensuring data integrity and protection.

63	What are your policies and governance features regarding large language models and generative AI?	Vertosoft implements a robust governance framework to ensure the responsible use of generative AI within our solutions. Our approach includes several key components to align with industry best practices. We adhere to ethical AI principles to ensure responsible use, avoid biases, and respect user privacy and data security. We maintain transparency by clearly communicating how AI technologies are used, including the types of data processed and the purposes of AI-generated outputs, ensuring users are informed and can provide informed consent. Our data privacy and security measures comply with regulations such as GDPR and CCPA, and we implement encryption and other security measures to protect sensitive data used in AI models. Regular audits and updates to our AI models help identify and mitigate biases, ensuring fair outcomes for all users. We ensure human oversight by reviewing AI-generated outputs, especially in critical decision-making processes, to prevent potential errors or unintended consequences. We establish clear accountability mechanisms for AI deployment, defining roles and responsibilities for managing and overseeing AI systems. Vertosoft also aims for relevant certifications and conducts regular compliance checks to ensure our AI systems meet industry standards and regulatory requirements. Continuous improvement efforts are made through ongoing research and development to enhance the accuracy, efficiency, and ethical considerations of our AI technologies. By adopting these best practices, Vertosoft ensures that our use of generative AI aligns with industry standards for ethical and responsible AI deployment, providing innovative solutions while maintaining high standards of trust and integrity. For more specific information, our detailed policies and practices regarding generative AI are available upon request.
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	Vertosoft and our suppliers are committed to ensuring that software solutions are accessible to all users, including those with disabilities, in compliance with established accessibility standards such as the Web Content Accessibility Guidelines (WCAG) and Section 508 of the Rehabilitation Act. Our suppliers, including OpenGov, Thirdline, and PublicInput, prioritize accessibility and have developed Voluntary Product Accessibility Templates (VPATs) to demonstrate their compliance with these standards. OpenGov: OpenGov's software is designed with accessibility in mind, ensuring that all users, including those with disabilities, can effectively use their solutions. OpenGov adheres to WCAG 2.1 and Section 508 standards, providing a VPAT that details their compliance. Their platform includes features such as keyboard navigation, screen reader compatibility, and high-contrast modes to accommodate users with various disabilities. OpenGov regularly updates their accessibility features based on user feedback and advances in accessibility technology to ensure an inclusive user experience. Thirdline: Thirdline is dedicated to making their software accessible to everyone. They follow WCAG and Section 508 guidelines and provide a comprehensive VPAT to outline their compliance. Thirdline's software includes customizable interface settings, alternative text for images, and support for assistive technologies like screen readers and voice recognition software. They continuously assess and enhance their accessibility features to ensure all users can navigate and utilize their solutions effectively. PublicInput: PublicInput ensures their platform is accessible to all users, including those with disabilities, by adhering to WCAG 2.1 and Section 508 standards. They offer a detailed VPAT to demonstrate their commitment to accessibility compliance. PublicInput's software includes features such as text-to-speech capabilities, keyboard shortcuts, and adjustable text sizes. They engage with accessibility experts and users to regularly review and improve their platform, ensuring it meets the highest accessibility standards.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
65	Describe your payment terms and accepted payment methods.	Vertosoft accepts Net 30 payment terms as is what is commonly seen/offered among State and Local Government entities. Our accepted payment methods are via ACH, check, and credit card.
66	Describe any leasing or financing options available for use by educational or governmental entities.	Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allows us to provide the government with simplified terms and conditions, and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached the End User License Agreements (EULAs) or applicable terms & conditions document for the software suppliers we are proposing as part of this submission. End User License Agreements/terms documents can be found in the "Step 2 - Documents" portion of the submission under "Standard Transaction Document Samples." A zip folder titled "EULAs" has been uploaded accordingly.
68	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept the P-card procurement and payment process for any orders less than \$50,000. There is a 3% processing fee associated with these transactions.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
69	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the number of suppliers we are proposing and thus the large number of parts this brings, Vertosoft is providing a percentage discount off our catalog. The % discount will be off the named supplier/OEM MSRP. This approach will make it simplistic for Sourcewell participating entities to calculate the cost of any given part using the formula: Sourcewell price = MSRP – (MSRP * % discount). For example, if the supplier discount is 10%, and the MSRP is \$100, the cost to the Sourcewell participating entity would be \$90.00, shown as: \$100 – (100*0.10) = \$90.00. We have provided an Excel Spreadsheet titled "Sourcewell pricing" that contains detailed pricing information in the "Step 2 - Documents" section of the submission under "Pricing."	*
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated in our answer to Question #69, Vertosoft is proposing a large number of suppliers as a part of our submission and therefore a one size fits all approach regarding a pricing discount is not feasible. In the "Sourcewell pricing" Excel file (previously referenced as submitted in "Step 2 - Documents" section of the submission under "Pricing") we have different percentage discounts listed that are dependent upon the supplier. The discount range is anywhere from 1-50% off MSRP.	*
71	Describe any quantity or volume discounts or rebate programs that you offer.	There are no quantity or volume discounts or rebate programs available from the proposed software suppliers. Our discounts provided off of MSRP are designed to be competitive without the need for such programs. In most cases this is negotiated on a deal-by-deal basis, as needed.	*
72	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For any requests or items that are considered "open market," Vertosoft will provide a quote that is labeled as such.	*
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no elements regarding the total cost of acquisition that are not included in our response.	*
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are typically no additional costs such as freight, delivery, or shipping associated with our transactions as all of our products are non-tangible (i.e. software licenses)	*
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not have any specific freight, shipping, delivery terms and/or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	*
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not have any unique distribution or delivery methods associated with our transactions. We do, however, have the ability to work through our software suppliers to provide license Proof of Entitlement or Proof of Delivery (PoE/PoD) upon transaction completion. This ensures Sourcewell participating entities buying products through Vertosoft benefit from an additional layer of security - guaranteeing transparency, accountability, and confidence in receiving the intended products and services.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Vertosoft is committed to providing the highest quality of service to Sourcewell through this contract. To facilitate this high level of service, Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of excellence and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include: - Maintaining product catalogs and price lists on different government contract vehicles. - Error free quoting to the government on behalf of our technology partners. - Efficient Purchase Order (PO) processing from our public sector customers. - Efficient PO delivery to our technology partners. Accurate invoice creation for public sector customers for solutions delivered by our technology partners. - Customer satisfaction measurement with the overall procurement process experience through Vertosoft. - Accurate and timely fee remittance. Due to the number of other contracts we hold and currently report monthly and/or quarterly on, Vertosoft has established a tailored, streamlined process for contract reporting. Therefore, we are confident that we can successfully deliver quarterly reports to Sourcewell within 45 days following the end of each quarter, meeting all the required fields specified in the contract template. Oracle NetSuite, the ERP (Enterprise Resource Planning) tool used by Vertosoft currently generates monthly reports on all invoiced transactions, already including the relevant fields from the Sourcewell contract template, such as entity name, address, contact details, price, date, etc. Typically received in the first week of the month, our Contracts team reviews the transactions within the report and transposes them into the specified contracting template or portal to issue successful fee payments. The administrative fee is also inputted at the Sourcewell account level and will auto-apply to all Sourcewell transactions in the report, ensuring the proper fee is always remitted. We ensure Sourcewell participating entities receive the proper pricing through our quoting system, CPQ by Salesforce. This will have Sourcewell contract pricing pre-loaded upon contract execution to eliminate manual processes and potential human error.
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vertosoft will employ a Quality Assurance Surveillance Plan (QASP) to benchmark, measure, and improve the effectiveness of our business and technical operations that support the contract. The QASP will be administered and controlled by a separate Quality Assurance Manager to independently monitor and evaluate business and technical activities each quarter. Results and any changes from quarterly evaluations will be shared with Sourcewell. Vertosoft has tailored a QASP for relevant functions to include responsiveness to the Public Sector and Education Administration Software Solutions RFP, timeliness for order processing and delivery, and accuracy and timeliness of contract deliverable requirements. Metric: Administrative Fee Surveillance Method: Inspection Performance Standard: Acceptable performance is met by timely submission and accuracy of reports and remittance of payments. Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell Metric: Quarterly Sales Reporting Surveillance Method: Inspection Performance Standard: Acceptable performance is met by timeliness and accuracy of the report Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell Metric: Quote Accuracy Surveillance Method: Inspection Performance Standard: All quotes issued to Sourcewell participating entities utilize the correct contract pricing. This is made possible through our quoting system, CPQ by Salesforce, that has contract pricing pre-loaded to eliminate manual processes and potential human error. Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vertosoft LLC proposes a 1.25% administrative fee. This fee will keep the contract competitive against Vertosoft's other contract offerings and accelerate the internal adoption of the contract, all whilst ensuring we have the necessary mechanisms in place to provide superior value to Sourcewell's participating entities.

Table 14: Depth and Breadth of Offered Equipment Products and Services

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	☒ Yes ☐ No	*
82	Category 2: Education and Public Sector Information and Work Management	☒ Yes ☐ No	*
83	Category 3: Asset and Risk Management	☐ Yes ☒ No	*
84	Category 4: Public Engagement and Specialized Services	☒ Yes ☐ No	*
85	Category 5: Integrated Enterprise Solutions	☐ Yes ☒ No	*

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
86	Human Resources Software	☒ Yes ☐ No	Vertosoft is proposing UKG (Ultimate Kronos Group) for this category, Human Resources Software. UKG, or Ultimate Kronos Group (formerly known as Kronos) is a leading provider of HR, payroll, and workforce management solutions. UKG Ready and UKG Pro are the two HR offerings we are proposing for this category, which constitute the Human Capital Management (HCM) offering of UKG. UKG Ready is ideal for small to mid-sized organizations, while UKG Pro is ideal for large organizations. UKG's HR solutions are designed to help entities manage their human capital effectively. Features of the platform include centralized data management, flexible workflows, advanced reporting and analytics, employee self-service, and compliance tools. UKG solutions streamline administrative tasks, facilitate data-driven decision-making, and empower employees with self-service options. These tools help improve efficiency, ensure compliance, and foster a positive workplace culture, ultimately driving greater outcomes.
87	Financial Performance, Spend, or Expense Management Software	☒ Yes ☐ No	Vertosoft is proposing Diligent, Trintech, Visual Lease, ThirdLine, and FloQast for this category, Financial Performance, Spend, or Expense Management Software. Diligent is a leading GRC (Governance, Risk, and Compliance) SaaS company that gives organizations the tools and solutions they need to bring clarity to complex risk, elevate impactful insights and get ahead of a world that is constantly changing. Diligent currently empowers more than 1 million users and 700,000 board members and leaders. Diligent's Audit Management solution for government and education streamlines the audit process with automated workflows, advanced analytics, and real-time data integration. It ensures compliance, continuous control monitoring, and effective management of audit workpapers. Trintech Inc. is a leading global provider of cloud-based, integrated reconciliation and financial close solutions for Finance & Accounting departments. From high volume transaction matching, to automating and managing balance sheet reconciliations, intercompany accounting, journal entries, close management tasks, to governance, risk and compliance – Trintech's portfolio of financial solutions, including its Cadency® Platform (for large enterprises) and Adra® Suite (for mid-market organizations), help manage all aspects of the reconciliation and financial close processes. Visual Lease is the #1 lease optimization software provider. Visual Lease help organizations become compliant with FASB, IFRS and GASB lease accounting standards, while simultaneously improving the financial, legal and operational performance of their leases. The easy-to-use SaaS platform is embedded with more than three decades of best practices from major corporations and leading industry professionals. Visual Lease's award-winning solutions are used by 80+ organizations to manage 500,000+ real estate, equipment and other leased assets. Committed to ongoing innovation and unparalleled customer service, Visual Lease helps organizations transform their lease compliance requirements into financial opportunities. ThirdLine's financial analytics software for government and education offers deployable analytics within a week, providing real-time risk assessments, monitoring of ARPA/SLFRF funds, and cost-control planning. Designed by accountants, it addresses common challenges such as resource constraints, talent retention, and pandemic-related disruptions with a low-cost, no-code platform that enhances fraud detection and financial oversight. FloQast is the leading provider of accounting workflow automation created by accountants for accountants. FloQast enables customers to streamline processes such as automated reconciliations, documentation requests, and other workflows that impact the month-end close, financial reporting, and payroll.
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	☒ Yes ☐ No	Vertosoft is proposing Blackline and InvoiceCloud for this category, Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions. Blackline's cloud-based financial operations management and market-leading customer service help companies move to modern accounting by unifying their data and processes, automating repetitive work, and driving accountability through visibility. Blackline provides solutions to manage and automate financial close, accounts receivable and intercompany accounting processes, helping large enterprises and midsize companies across all industries do accounting work better, faster, and with more control. InvoiceCloud provides a complete, simple, and secure electronic bill presentment and payment solution. The SaaS platform provides flexible and always up to date online payment solutions that can be configured to meet the unique needs of your organization. InvoiceCloud's simple to use interface engages customers throughout the payment process to deliver your highest ever e-payment adoption rates.
89	Procure-to-Pay and Contract Management Systems	☒ Yes ☐ No	Vertosoft is proposing OpenGov for this category, Procure-to-Pay and Contract Management Systems. OpenGov's Procurement software is a comprehensive, collaborative procurement suite designed for government agencies to streamline their entire procurement lifecycle. Trusted by over 1,600 agencies, the platform enhances supplier engagement and evaluation speed, supports compliance, and centralizes contract management. These features work to expedite processes by up to 75%, all while offering compliant solicitation development. Users experience increased efficiency, reduced stress, and higher vendor participation. Additionally, OpenGov provides dedicated support with account managers, training, and live assistance. OpenGov Procurement capabilities: - Develop Solicitations - Engage Suppliers - Evaluate and Award - Manage Contracts

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B.

1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
90	Student Information System (SIS)	☒ Yes ☐ No	Vertosoft is proposing Red Rover and UKG (Ultimate Kronos Group) for this category, Student Information System (SIS). Red Rover has been built from the customer-first perspective, delivering on the features that education professionals yearn for – an easy-to-use, adaptive, and delightful experience that grows with any school district, flexible and customizable to what educators tell us they need. With Red Rover, administrators can assess staffing needs, teachers/other full-time staff can declare time off, and substitutes can connect with openings tailored to their skill sets. Although our service is rooted in technology, our people are our most valued asset. Our culture of trust and transparency allows us to adapt to evolving client needs more effectively and helps create meaningful, enduring relationships. UKG's, or Ultimate Kronos Groups (formerly known as Kronos) K-12 solutions streamline workforce management for school districts, providing tools for timekeeping, scheduling, talent management, and compliance. By optimizing resources and enhancing employee experiences, UKG helps districts focus more on student success. The platform reduces compliance risks and supports efficient HR processes, making it easier for schools to manage their staff and improve operational efficiency.
91	Learning Management System (LMS)	☒ Yes ☐ No	Vertosoft is proposing Cornerstone OnDemand, Schoox, and Udacity for this category, Learning Management System (LMS). Cornerstone OnDemand's Learning Management System (LMS) enhances employee training and development with personalized learning paths, content libraries, and robust analytics. The platform supports compliance, skill development, and performance management, helping organizations to effectively upskill their workforce. Cornerstone's LMS provides tools for creating, managing, and tracking learning programs, ensuring employees have access to both relevant and engaging content. Schoox's Learning Management System (LMS) offers a flexible and intuitive platform for employee training and development. The LMS features social personalized learning paths, comprehensive analytics, and social collaboration tools to track progress and measure effectiveness. The LMS supports various content formats and integrates with other HR systems to streamline administrative tasks and enhance the user learning experience. Udacity is a global, online training platform powering digital transformation and accelerated time-to-market initiatives for Public Sector, Fortune 500 and Global 2000 enterprises. Udacity programs provide industry-created practitioner skills through a series of "Nanodegree" programs consisting of online courses and real-world projects in artificial intelligence, machine learning, data science, autonomous systems, and cloud computing among other disciplines. In partnership with Udacity's experts, they will co-design a tailored transformation journey to solve acute workforce challenges to deliver next-level results.
92	Work Management Software	☒ Yes ☐ No	Vertosoft is proposing Wrike and Ivy.ai, and for this category, Work Management Software. Wrike offers a versatile work management platform designed to streamline project planning, collaboration, and execution. It features customizable workflows, real-time collaboration tools, and robust reporting capabilities to enhance productivity and transparency. Wrike integrates with various applications, empowering your teams to do their best work with 360° visibility. Wrike is suitable for handling complex projects and enhancing team productivity, as it offers a unified platform for information and communication that enables teams to remain aligned and work in real time. Ivy.ai is an innovative technology company specializing in AI-powered chatbots and omnichannel communication platforms, designed to enhance customer support. Ivy.ai has made significant strides in leveraging AI to provide accurate, 24/7/365 assistance across various sectors, including government, education, and healthcare. The company's solutions are distinguished by their ability to seamlessly integrate with an organization's existing knowledge sources, ensuring up-to-date and consistent information delivery. With a focus on ease of deployment and maintenance, Ivy.ai's chatbots are built quickly and require no coding for upkeep, thanks to their industry-leading crawler technology and unique shared brain structure. This approach ensures a unified user experience across all communication channels, underlining Ivy.ai's commitment to driving efficiency and improving engagement through cutting-edge AI technology. Leveraging Ivy.ai, many public sector entities have seen material results, either by saving thousands of dollars, or by having call/agent volume reduced by significant percentages.

93	Enterprise Content Management/Records Management	☒ Yes ☐ No	Vertosoft is proposing IBM and Quadient for this category, Enterprise Content Management/Records Management. IBM ranks among the world's largest information technology companies, providing a wide spectrum of software, services, and hardware offerings. Vertosoft is proud to be an IBM Gold Partner and authorized to sell IBM's entire portfolio of software. IBM creates value for clients by providing integrated solutions and products that leverage data, information technology, deep expertise in industries and business processes, trust and security, and a broad ecosystem of partners and alliances. IBM solutions provide clients with new capabilities that change their businesses and allow them to connect with their customers and employees in different ways. These solutions use a leading portfolio of enterprise systems and software, consulting and IT implementation services, cloud, digital, and cognitive offerings, which are all supported by one of the world's leading research organizations. Quadient is the driving force behind the world's most meaningful customer experiences. By focusing on three key solution areas, Intelligent Communication Automation, Parcel Locker Solutions and Mail-Related Solutions, Quadient helps simplify the connection between people and what matters. Quadient's records management solution offers comprehensive document digitization to enhance efficiency and compliance. It features automated workflows, secure storage, and easy retrieval of records, ensuring accuracy and accessibility. The platform supports regulatory compliance, reduces manual processes, and integrates with existing systems for seamless operations.	*
94	Enrollment Management Systems	☒ Yes ☐ No	Vertosoft is proposing Red Rover and UKG (Ultimate Kronos Group) for this category, Enrollment Management Systems. UKG, or Ultimate Kronos Group (formerly known as Kronos) Ready Benefits offers a comprehensive enrollment management system designed to streamline benefits administration for organizations. It features intuitive self-service enrollment, automated eligibility tracking, and real-time analytics to enhance employee engagement and simplify benefits management. The platform ensures compliance, reduces administrative burden, and provides a seamless experience for both HR teams and employees. Red Rover's enrollment management system is tailored for K-12 schools, focusing on efficient substitute management and attendance tracking. The platform streamlines the hiring and onboarding process, ensures compliance with state regulations, and provides real-time analytics. Its goal is to enhance operational efficiency and improve substitute teacher experiences, ensuring that schools maintain seamless operations.	*

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
95	Computerized Maintenance Management System (CMMS)	☐ Yes ☐ No		*
96	Facility Management Software	☐ Yes ☐ No		*
97	Energy Management Software	☐ Yes ☐ No		*
98	Insurance and Risk Management	☐ Yes ☐ No		*
99	Environmental, Health, and Safety (EHS) management	☐ Yes ☐ No		*

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
100	Court, Corrections, and Justice System	☒ Yes ☐ No	Vertosoft is proposing Soma Global for this category, Court, Corrections, and Justice System. SOMA Global has been a leading provider of cloud-native critical-response public safety software solutions since 2017. SOMA's team of public safety veterans and mission-driven developers are focused on enabling agency partners to focus on what matters most, fulfilling their mission in the communities they serve. Through world-class customer service in combination with SOMA Telos™ and SOMA Global's modern-cloud software solutions, operations are a unified ecosystem of pre-built applications, workflows, automations and data interoperability that can be rapidly configured based on the specific needs of your agency and community.	*

101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	☒ Yes ☐ No	Vertosoft is proposing OpenGov, Autura, Fluxx Labs, Urban SDK, Swiftly, Spare Labs, and Transit App for this category, Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions. OpenGov offers comprehensive solutions for Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management. The Permitting and Licensing solution streamlines application processes, enhances transparency, and reduces approval times through a user-friendly interface and automation features. It supports efficient workflows for permits, licenses, and inspections. The Tax and Revenue solution improves tax administration with real-time data access, automated workflows, and robust reporting capabilities. It ensures compliance, enhances revenue collection, and provides detailed insights for informed decision-making. Autura (previously known as AutoReturn) is an innovative towing ecosystem that not only ensures swift and efficient vehicle recovery, but also keeps more tow operators on the road and more law enforcement protecting the community. Using a state-of-the-art SaaS platform combined with towing industry expertise, Autura has disrupted outdated, analog systems and transformed the towing industry into a seamlessly integrated ecosystem that benefits law enforcement agencies, tow operators, and vehicle owners. This system optimizes resource use, improves road safety, and reduces secondary crashes, saving time for officers and dispatchers. Autura significantly enhances community safety by promptly removing dangerous, illegally parked, or abandoned vehicles from the streets. Fluxx Labs' (dba Fluxx) cloud-based grant management software helps government agencies manage their data in one place, reduce the time to respond and collaborate with grantees and team members, and connect your systems to a single source of the truth. Fluxx supports your end-to-end grantmaking operations: from Notices of Funding Opportunities to Pre-award application intake and review to post-award payments and reporting requirements — and all in one intuitive and integrated platform. Its modern solution helps reduce complexity for Grantors, ease administrative burden on grantees, improve visibility into the grants process and mitigate compliance risk through robust audit trails. With a centralized data-driven platform, all information is connected in a single solution for grants management. Urban SDK is the nation's leading Traffic Calming software. It provides Traffic Speed, Volume, and Delay metrics for ALL local roads in your municipality, displayed on dynamic maps. Urban SDK works with 100+ Public Works Departments to aid with: traffic calming measures, pre and post-implementation studies, safety analysis, fielding public complaints, and reporting to council. Swiftly is a single platform to unify your public transit data. Swiftly's products combine to form a single, powerful platform that centers your transit agency on the industry's most accurate data, thereby improving service reliability and operational efficiency for municipalities. Swiftly's cloud infrastructure and subscription model simplify how agencies build their transit data stack. It provides real-time data for vehicle locations, optimizing operations and planning. Swiftly improves passenger information reliability, boosts operational efficiency, and integrates seamlessly with existing systems. Spare Labs is on a mission to help accelerate the global shift to autonomous vehicles by enabling anyone to create and manage a smart transportation network in seconds. With Spare Platform, Spare's core product, anyone can plan, launch, operate, and analyze a smart transportation network, all from one place. Spare's platform supports ADA paratransit and micro transit services, enhancing access and operational efficiency. Spare's technology automates workflows, reduces costs, and improves rider experiences with real-time data and flexible service options. The platform integrates with local fleets and ensures compliance, making it an ideal choice for municipalities seeking to optimize transit services. Transit is the public transit app that makes life better without a car in more than 300 cities worldwide. Millions of public transit riders rely on its accurate real-time updates, intuitive step-by-step navigation, and helpful crowdsourcing features. It provides real-time departure information, trip planning, and seamless integration with various transit modes including bikeshare, scooters, and ride hail services. Transit collaborates with transit agencies to improve urban mobility, making it easier for municipalities to manage and optimize their transportation services.	
102	Parks and Recreation Software	☒ Yes ☐ No	Vertosoft is proposing OpenGov for this category, Parks and Recreation Software. OpenGov's Parks and Recreation Software offers a robust platform for managing park assets, financials, and community engagement. It streamlines operations with key features such as online reservations and payments, maintenance tracking, activity registration, facility scheduling, and comprehensive financial reporting. The software supports efficient operations and enhances transparency with real-time data access and automated workflows. It also facilitates better community interaction through intuitive, user-friendly portals, making it easier for citizens to access park services and amenities.	

103	Citizen Relationship/Engagement Management	☒ Yes ☐ No	Vertosoft is proposing PublicInput, OpenGov, and Ivy.ai for this category, Citizen Relationship/Engagement Management. PublicInput provides an all-in-one engagement and communications platform, enabling governments agencies to connect with the communities they serve. The solution includes tools for public surveys, virtual town halls, social media integration, and data analytics. It facilitates transparent communication, enhances equitable citizen participation, and provides actionable insights through real-time feedback and representative reporting. PublicInput supports effective decision-making and strengthens community trust by creating an inclusive engagement environment. OpenGov's Community Feedback software is designed to collect and analyze public feedback. The solution streamlines the process of gathering and analyzing public input through surveys and comment tracking. It enhances transparency and citizen engagement by providing real-time feedback analysis, enabling informed decision-making based on community insights. This platform fosters harmonious relationships between governments and their citizens by ensuring that public feedback is efficiently collected and utilized to inform policies and services. Ivy.ai offers an AI-powered platform for Citizen Relationship and Engagement Management, providing chatbots and virtual assistants that enhance communication between governments and citizens. The solution features automated responses, multi-channel support, and real-time data analytics, enabling efficient handling of inquiries and improved citizen engagement. Ivy.ai helps streamline processes, reduce response times, and provide 24/7 support, thereby promoting stronger community relationships and trust.	*
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Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	☐ Yes ☐ No		*

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A detailed description of the solutions we are proposing have been incorporated into the subcategories we are responding to as follows: - Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services - Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services - Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services	*
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	UKG (Ultimate Kronos Group) offers timeclocks that integrate seamlessly with their Human Capital Management offering, providing robust functionalities for workforce management.	*
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	Vertosoft offers a comprehensive range of services to support the solutions described in the categories we are responding to, categories 1, 2, and 4. Our service offerings are designed to ensure successful deployment, seamless integration, and ongoing operation of the proposed solutions. These services include but are not limited to: Implementation Services: - Project Kick-off & Oversight - Configuration - Integration Training Services: - Onboarding - Enablement Training - Specialized Training Program Support Services: - Remote Support - Ongoing Maintenance & Updates Additional Services: - Cloud Migration - Modernization - Customization - Installation - Data Services - Record-Keeping & Reporting - Auditing & Compliance - Security	*

Table 21: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Vertosoft LLC Pricing - Sourcewell 060624.xlsx - Wednesday June 19, 2024 15:28:50
 - [Financial Strength and Stability](#) - 2023 Financial Statement_Vertosoft.pdf - Tuesday June 18, 2024 12:06:19
 - [Marketing Plan/Samples](#) - Vertosoft Sourcewell Marketing Plan.pdf - Tuesday June 18, 2024 13:04:17
 - [WMBE/MBE/SBE or Related Certificates](#) - VA small business certification.pdf - Wednesday May 22, 2024 10:41:45
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - EULAs.zip - Wednesday June 19, 2024 08:22:46
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional Documentation.zip - Wednesday June 19, 2024 13:17:58

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chet Hayes, CTO, Vertosoft LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM		1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM		4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM		2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM		4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM		1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM		1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM		2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM		4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM		2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM		1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM		1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM		2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM		1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM		1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM		1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM		1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM		1

**AMENDMENT #1
TO
CONTRACT # 060624-VTO**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Vertosoft LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Software Solutions and Related Services for Public Sector and Education Administration to Sourcewell and its Participating Entities, effective October 23, 2024, through October 25, 2028 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 69 of "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following: "Due to the number of suppliers we are proposing and thus the large number of parts this brings, Vertosoft is providing a percentage discount off our catalog by supplier. This table, with each supplier listed alphabetically can be found under contract documentation on Vertosoft's Sourcewell landing page, titled "Contract 060624-VTO-Price Information." This table will be updating accordingly when new additions, removals, etc. are approved through Contract. A Master Price File will also be internally maintained and made available upon request."
2. Line item 70 of "Table 11: Pricing and Delivery" of the Proposal is delete in its entirety and replaced with the following: "Vertosoft is proposing a large number of suppliers as a part of our submission and therefore a one size fits all approach regarding a price discount is not feasible. The file labeled "Contract 060624-VTO-Price Information" on the contract documentation portion of Vertosoft's Sourcewell page will be the source for supplier discounts, ranging from 0-50% off MSRP."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer
Date: 2/19/2025 | 11:34 PM CST

Vertosoft LLC

DocuSigned by:
By: Jay Colavita
B85871DC292A47C...
Jay Colavita, President
Date: 2/19/2025 | 7:57 PM PST

Legal Committee

Meeting Date: 08/21/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of eight (8) dilapidated structures. (Toby Franco)

BACKGROUND:

Initiated by: Toby Franco These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION:

Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for costs ranging from \$3,000 to \$30,000 for each property for removal.

LEGAL REVIEW:

The City Attorney has reviewed the current resolution. Resolutions must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:

This is to be reviewed by the Legal Committee at their meeting on August 28, 2025.

STAFF RECOMMENDATION:

Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of eight (8) dilapidated structures.

Attachments

ATT 1 Resolution 25-XX Condemnations

ATT 2 Resolution 25-XX Condemnations

CITY OF ROSWELL
RESOLUTION 25-XX

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO:

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing person or persons.

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 11th day of September 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

Location	Condition	Name
901 E DEMING ST BARNETTS Block 5 Lot ALL Legal Summary MBL HOME TITLE 65226MHB SERIAL CRHTX2194 YEAR 1995 MAKE CRESTRIDGE/280 SIZE 16 X 80	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	ALICE J BASINGER 714 GEORGIA RD ROSWELL, NM 88203
510 E ALBUQUERQUE ST SOUTH ROSWELL Block 32 Lot 9	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	JOSE L CASTILLO 1608 55TH ST NW ALBUQUERQUE, NM 87105
303 E ALBUQUERQUE ST SOUTH ROSWELL Block 19 Lot 6 AND Lot 8 DOC# 202500450 REC	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	LISET SOLIS CHAVEZ; GILBERTO CHAVEZ BARRERA 2544 DON GREGORIO RD SW ALBUQUERQUE, NM 87105
409 E 4TH ST LEA Lot 14 W 93' Quarter SW S 33 T 10S R 24E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	CAMERON, RICHARD DALE II; CAMERON, SHERRY ILENE 412 E 4TH ST ROSWELL, NM 88201
707 S MISSOURI AVE ALAMEDA HEIGHTS Block 14 Lot 2 And Lot 3	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	DI PONZIO, JOHN T 55 MAIN ST BLACKSTONE, MA 01504
1210 S LEA AVE SOUTH HIGHLANDS REDIVISION Block 19A Lot 2 AND Lot 4	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	EARLE, JOSHUA JEFFREY 2313 N MESA AVE ROSWELL, NM 88201
218 E CONNER ST KEITHS SOUTHSIDE 2 Block 5 Lot 29	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	RANGEL, BELEN 2804 SERENATA DR ROSWELL, NM 88201
603 W VAN BUREN ST MYERS REDIV Block 1 Lot 11	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GOETZ, CECILIA 1611 S MISSOURI AVE ROSWELL, NM 88203

901 E DEMING ST



510 E ALBUQUERQUE ST



303 E ALBUQUERQUE ST



409 E 4TH ST



707 S MISSOURI AVE



1210 S LEA AVE

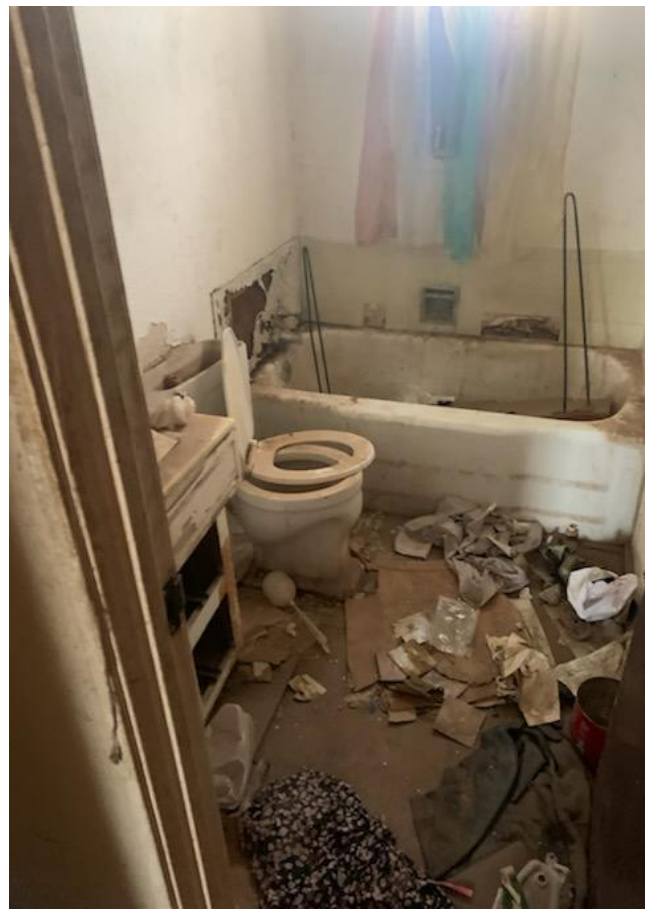


218 E CONNER ST



603 W VAN BUREN ST (Page 1 of 2)





Legal Committee

Meeting Date: 08/21/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Discussion and recommendation of approval of a Lease Agreement with P.T. Productions, Inc., a New Mexico Corporation, for property located at 400-402-404 West 2nd Street and 106 N Kentucky, Roswell, NM 88203. (Todd Verciglio)

BACKGROUND:

Initiated by: Todd Verciglio

This request is to consider recommending approval for the City of Roswell to enter into a Lease Agreement with P.T. Productions Inc. The office space is needed to house the 6 departments that make up Community Development.

FINANCIAL CONSIDERATION:

Minimum rent of Seven Thousand Six Hundred Seventy Dollars (\$ 7,670.00) per month. The monthly rental amount is calculated as follows: \$11.00 per square foot X 8,368 square feet = \$92,048.00 per year

LEGAL REVIEW:

The City Attorney has reviewed the lease agreement.

BOARD AND COMMITTEE ACTION:

The Legal Committee is the first to consider this lease agreement.

STAFF RECOMMENDATION:

Please consider approval and send to the Finance Committee the lease agreement between the City of Roswell and P.T. Productions Inc.

Attachments

400 W 2nd St. Lease

LEASE AGREEMENT

LEASE AGREEMENT made this _____ day of September, 2025, between **P.T Productions, Inc a New Mexico Corporation**, whose address is P.O. Box 344, Roswell, NM 88202, hereinafter referred to as **LESSOR**, and **City of Roswell**, whose address 425 North Richardson, Roswell, NM 88201, hereinafter referred to as **LESSEE**.

Lessor does hereby lease unto Lessee the following described real estate in Roswell, Chaves County, New Mexico:

**Commercial Office Building
400-402-404 West Second Street
and
106 North Kentucky
Roswell, New Mexico**

The lease term shall be for a period of Sixty (60) months, commencing 1 October 2025 and terminating 30 September 2030.

In consideration of said demise the Lessee covenants:

1. To pay to Lessor as rent for the leased premises:

a. Minimum rent of Seven Thousand Six Hundred Seventy Dollars (**\$ 7,670.00**) per month. First month's rent shall be paid upon execution of lease. Monthly rental amount calculated as follows:

\$ 11.00 per square foot x 8,368 square feet =

\$ 92,048.00 per year

b. All rental payments shall be paid to Lessor at P.O. Box 344, Roswell, NM 88202, or at such other place or address as the Lessor shall from time to time, by written notice given to Lessee, appoint. Upon the first day of each month upon commencement, Lessee shall be subject to a \$100.00 late charge for rental payments made past the 20th of the month.

2. Lessee will use and occupy the leased premises as City of Roswell Community Development Services and for no other use or legal purpose and will at its own expense keep the leased premises in good and suitable repair and condition during the term and any extensions thereof. Lessee shall provide facia signage and be allowed use of the pole sign on southwest corner of property. The vacant lot commonly described as 106 N. Kentucky is a portion of the existing parking lot of the leased premises and shall be included in this agreement.

3. No representations, except such as are contained herein or endorsed hereon, have been made to the Lessee respecting the condition of the leased premises. The taking possession of leased

premises by the Lessee shall be conclusive evidence as against the Lessor that said premises were in "as is" condition when possession of the same was so taken; and the Lessee will, at the termination of this lease, by lapse of time or otherwise, return said premises to the Lessor in as good condition as when received, loss by fire and ordinary wear and tear excepted.

4. Subject to first obtaining Lessor's written consent, which consent shall not be unreasonably withheld, Lessee may sublet the leased premises.

5. Lessee may, at its sole expense, make such alterations and improvements to the leased premises as shall reasonably be necessary for its proper use of the leased premises, provided that the written approval of Lessor shall first be obtained (which approval shall not be unreasonably withheld), and that such improvements and alterations are done in a good and workmanlike manner in keeping with all building codes and regulations and in such manner as not to harm the structure of the leased premises. Lessee at its sole expense, if requested, shall at the termination of this lease for any reason restore the leased premises to the original condition and repair any damage to the premises resulting from the making of such alterations and improvements as may have been made by Lessee. Any such alterations and improvements which remain upon the leased premises at the termination of the lease, and which has not been removed at the request of Lessor, shall be and become Lessor's property without compensation to the Lessee. Any remodeling done by Lessee with Lessor's consent shall be made pursuant to plans and specifications covering such work which have been approved in writing by Lessor, which approval shall not be unreasonably withheld.

6. At all time during the term of this lease and any extensions thereof, Lessee, at its sole cost and expense, shall provide and keep in force with responsible insurance companies satisfactory to Lessor public liability insurance covering the leased premises and the business conducted by Lessee or any subtenant therein with limits of liability not less than \$500,000.00 for each person, \$1,000,000.00 for each accident or occurrence for bodily injury and \$500, 000.00 property damage. Said policy of insurance shall be obtained by Lessee and shall be subject to Lessor's approval as to the face amount and content, shall name Lessor and Lessee as co-insurers and each policy shall provide that it may not be canceled by the insurer without at least ten (10) days prior written notice to Lessor. A certificate of said insurance shall be delivered to Lessor not later than the commencement date of this lease and Certificates of Renewal of such insurance shall be delivered to Lessor prior to the expiration of any such policy. Lessor shall carry hazard insurance on the improvements located on the leased premises for their sole benefit and protection and any insurance desired by Lessee on the contents which belong to Lessee in the leased premises shall be obtained by Lessee at its sole cost and expense. Lessee shall reimburse Lessor for hazard insurance coverage.

7. The Lessor shall keep the roof, outer walls, plumbing, electrical, heating and cooling systems in good condition and repair. Lessee shall maintain the leased premises in as good condition as when received, loss by fire, ordinary wear and tear and act of nature excepted.

8. Lessor shall not be liable for any damage either to person or property sustained by Lessee or by other persons on account of the building or any part thereof, or any appurtenances thereof, becoming out of repair, or due to the happenings of any accident in or about said building, or due to any act or neglect of any subtenant or occupants of said building or of any other person. This

provision shall apply especially (but not exclusively) to damage caused by water, snow, frost, steam, sewerage, sewer gas or odors, or by the bursting or leaking of pipes or plumbing works or electrical. If any such damage shall be caused by any act or neglect of the Lessee, Lessee shall repair such damage at Lessee's expense. All personal property upon the leased premises shall be at the risk of the Lessee only and the Lessor shall not be liable for any damage thereto or theft thereof.

9. In case Lessee shall vacate said premises or abandon the same during the life of this lease, or in case the Lessee shall make default in the payment of the rent hereby reserved or shall make in any of the covenants herein contained to be kept, observed and performed by the Lessee, Lessor may at its option, enter into said premises, remove the Lessee's property therefrom and relet the same for the account of the Lessee for such rent and upon such terms as shall reasonably be obtainable, without such reentry working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the term of this lease and any valid extensions thereof; and for the purposes of such reletting the Lessor is authorized to make any repairs, changes, alterations, or additions on or to the leased premises that may be necessary or convenient to make the premises tenantable, and, if a sufficient sum shall not be realized from such reletting, after paying all the costs and expenses of such repair, changes, alterations or additions and the expenses of such repairs, changes, alterations or additions and the expense of such reletting to satisfy the rent owing from the Lessee, then the Lessee will satisfy and pay such deficiency promptly upon demand.

10. Lessee shall pay all electric, gas, water, sewer, trash collection, internet service, security system including video surveillance, cable television and telephone bills which are charged against the leased premises. In case Lessee shall not pay the same when due and payable, the Lessor may pay the same and the amount so paid is hereby declared to be so much additional rent and shall be due and payable to the Lessor from the Lessee forthwith. Lessee shall be responsible for the for all janitorial services and groundskeeping, including removal of leaves, weeds and debris on the property. Any required tree trimming shall be the responsibility of the Lessor.

11. No waiver of any condition expressed in this lease shall be implied by any neglect of the Lessor to declare a forfeiture or take any other action on account of the violation of such condition if such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver, and that one only for the time and in the manner specifically stated. If Lessor shall not take action of any kind upon any failure of the Lessee to pay any installment of rent when due, such forbearance or failure or neglect to take prompt action shall not be construed as a waiver by the Lessor of any right reserved to the Lessor herein, but Lessor shall have the right at any time and all times thereafter to enforce a prompt and strict compliance with acts of forbearance or failure to insist upon a prompt or strict compliance with any of the terms, covenants and conditions of the lease.

12. Lessor represent to Lessee that Lessor has good and merchantable title to the leased premises, subject only to any mortgages of public record, restrictions of record, ad valorem taxes not delinquent, zoning ordinances of the City of Roswell and easements of record and apparent. The representations by Lessor set forth above in this paragraph shall be true and correct upon the date the lease term commences.

13. Lessee shall not cause or permit any hazardous material to be brought upon, kept, or used in or about the premises by Lessee, its agents, employees, contractors, or invitee's, except for such hazardous materials as is necessary or useful to Lessee's business.

a. Any hazardous material permitted on the above premises as provided in the paragraph 15 above, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to such hazardous material.

b. Lessee shall not release, discharge, leak, or emit, or permit to be released, discharged, leaked or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by the Lessor, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (1) the health, welfare, or safety of persons, whether located on the premises or elsewhere, or (2) the condition, use or enjoyment of the building or any other real or personal property.

c. As used herein, the term "hazardous material" means (1) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, (2) any "hazardous substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, from time to time, and regulations promulgated thereunder, (3) any oil, petroleum products, and their byproducts, and (4) any substance that is or becomes regulated by any federal, state, or local governmental authority.

d. Lessee hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of hazardous material on the premises by the Lessee, and the Lessee shall give immediate notice to Lessor of any violation of the provisions of subparagraph b, above. Lessee shall defend, indemnify, and hold harmless Lessor and its Agents, from and against any claims, demands, penalties, fines, liability, settlements, damages, costs, or expenses (including, without limitation, attorney's and consultant's fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of its use, storage, or occupancy of premises, or in any way related to (1) the presence, disposal, release, or threatened release of any such hazardous material that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise caused by Lessee's use or occupancy; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that hazardous material caused by Lessee's use or occupancy; (3) any lawsuit brought or threatened, settlement reached or government investigation, order or related action to that hazardous material caused by Lessee's use or occupancy; (4) any violation of any laws applicable thereto caused by Lessee's use or occupancy. Lessor shall save Lessee harmless and indemnified against hazardous material existing at the commencement of the lease to the same extent as set forth in the indemnity by Lessee. The provisions of this subparagraph (d) shall be in addition to any other obligation and liabilities which either party may have to the other at law or equity and shall survive the transaction contemplated herein and shall survive the termination of this lease.

14. Neither this lease, nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

a. In the event the estate created hereby shall be taken in execution or by other process of law, or if Lessee shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Lessee shall be appointed by reason of Lessee's insolvency or inability to pay its debts, or if any assignments shall be made of Lessee's property for the benefit of creditors, then and in any of such events, Lessor may at its option terminate this lease and all rights of Lessee hereunder, by giving to Lessee notice in writing of the election of Lessor to so terminate.

b. Lessor shall not cause or give cause for the institution of legal proceedings seeking to have Lessee adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for Lessee's assets, and shall not make assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy law, or the appointment of a trustee or receiver of Lessee or its assets, shall be conclusive evidence that Lessee caused, or gave cause therefore, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacant within thirty (30) working days after such allowance or appointment. Any act described in this subparagraph shall be deemed a material breach of Lessee's obligation hereunder, and upon such breach by Lessee, Lessor may at its option and in addition to any other remedy available to Lessor terminate this lease and all rights of Lessee hereunder, by giving the Lessee notice in writing of the election of Lessor to so terminate.

15. If either Lessor or Lessee shall default in the performance of any provision, covenant or condition on the part to be performed under this lease by the defaulting party, the other party may, at its option, perform the same for the account of and at the expense of the other. If either party at any time shall be compelled to pay or elects to pay any sum or to do any act which requires the payment of any sum of money by reason to of the failure of the other party to comply with any provisions of this lease or other legal obligation, the sum so paid or incurred by such party with legal interest and costs shall be immediately due from and paid by the party.

16. All notices given by Lessor to Lessee may be mailed or delivered to Lessee at 425 N. Richardson, Roswell, NM 88201, or at such other address as may be specified in writing from time to time by Lessee. All notices given by Lessee to Lessor shall be delivered or mailed to Lessor at P.O. Box 344, Roswell, New Mexico 88202 or at such other P.O. Box or mailing address as may be specified in writing from time to time.

17. Lessee shall make any and all additional modifications to the existing building at their own expense.

18. Prior to occupancy, Lessor agrees to:

- a.** Paint the interior walls of premises.
- b.** Repair or replace exterior door locks as needed.

- c. Replace damaged parquet tile flooring in space adjacent to courtyard.
- d. Inspect HVAC, roof, plumbing and electrical systems and repair as needed.
- e. Coordinate with City of Roswell Fire Department to satisfy occupancy requirements.

19. Lease acceptance is subject to and contingent upon approval by Rowell City Council.

20. Non-Appropriation - Nothing else herein, withstanding the terms of this Agreement, is contingent upon sufficient appropriations and authorization being made by the Roswell City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, the City may immediately terminate this Agreement by giving P.T. Productions, Inc. written notice of such termination. The City's decision as to whether sufficient appropriations are available shall be accepted by Lessor and shall be final. Lessor hereby waives any rights to assert an impairment of contract claim against the City in the event of immediate or Early Termination of this Agreement by the City.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed this _____ day of September 2025.

LESSEE:

LESSOR:

City Of Roswell

P. T. Productions, Inc

By: _____
Paul Taylor, III President

Legal Committee

Meeting Date: 08/21/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX An Ordinance Amending Chapter 2 the Roswell City Code Regarding City Auditor Appointment. (Councilor Cortez)

BACKGROUND:

Initiated by: Councilor Cortez

This amendment clarifies that the City Auditor position provided for in Chapter 2 of the City Code maybe an individual or firm that is contracted by the City, and not just an employee.

FINANCIAL CONSIDERATION:

N/A

LEGAL REVIEW:

Legally sufficient.

BOARD AND COMMITTEE ACTION:

Legal committee will be first to consider this item.

STAFF RECOMMENDATION:

Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX An Ordinance Amending Chapter 2 the Roswell City Code Regarding City Auditor Appointment.

Attachments

Draft Ordinance 25-XX: Amendment

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ORDINANCE 25-XX

**AN ORDINANCE AMENDING CHAPTER 2 THE ROSWELL CITY CODE
REGARDING CITY AUDITOR APPOINTMENT**

WHEREAS, the City of Roswell (the "City") has the authority and obligation under NMSA1978, §3-12-4 to provide for certain appointed officers; and

WHEREAS, the Attorney General in Opinion 22-02 has provided additional guidance on the interpretation of §3-12-4; and

WHEREAS, clarifications and additions regarding appointed officers and City Council procedures to the City's Administrative Code would be beneficial to efficient and ethical running of City business and will improve accountability and administrative functions of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Chapter 2 of the Roswell City Code is hereby amended as follows:

ARTICLE II. GOVERNING BODY

DIVISION 1. GENERALLY

Sec. 2-53 Creation of Offices Appointed Officers

(a) There shall be independent offices apart from City departments. These offices are the office the Clerk, Office of the Treasurer / Finance Officer, Office of the Chief of Police, [Internal](#) City Auditor, and Office of the City Attorney.

(b) The appointive officers of the city shall be a city manager, city clerk, city treasurer / finance officer, chief of police, city auditor, and city attorney.

(c) The governing body, at its discretion, may in lieu of having an in-house office of the city attorney, contract with an outside individual or law firm for legal services.

(d) The governing body, at its discretion, may in lieu of having an in-house- Internal City Auditor contract with a qualified individual or firm for such services.

.....

1 Sec. 2-91. — Internal City Auditor.

2
3 The office of Treasurer shall have an Internal City Auditor, separate from the state mandated
4 external auditor. The Internal City Auditor shall be nominated by the mayor for approval by the
5 governing body. If approved, the Internal City Auditor will be employed through the Treasurer's
6 office. The Auditor will report directly to the governing body and the treasurer.
7

8 (a) Qualifications. The Internal City Auditor shall at minimum be a license CPA.
9
10

11 SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby
12 repealed to the extent of such inconsistency. This repealer shall not be construed to revive any
13 ordinance or part of any ordinance heretofore repealed.
14

15 SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall
16 be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph,
17 clause or provision shall not affect any other part of this ordinance.
18

19 SECTION 4. This ordinance shall be effective after five (5) days following its publication as
20 required by law.
21

22 PASSED, ADOPTED, SIGNED and APPROVED _____, _____.
23

24 CITY SEAL
25
26
27

28 _____
Timothy Z. Jennings, Mayor

29 ATTEST
30
31
32
33

34 _____
Amalia Martinez, Interim City Clerk
35

Legal Committee

Meeting Date: 08/21/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval to enter into a professional services contract with True Business Solutions LLC., to provide internal audit services for the City of Roswell. (Chad Cole)

BACKGROUND:

Initiated by: Chad Cole

The City of Roswell is seeking to engage a qualified firm to perform internal auditing services to strengthen internal controls, enhance compliance, and support transparency in municipal operations.

FINANCIAL CONSIDERATION:

Funding for these services is available in the adopted FY26 budget under the Finance Department's professional services line item 11014041 654801. The proposed contract amount shall not exceed \$58,500 plus applicable sales tax, and the agreement may be structured as a one-year term with an option to renew, subject to available funding and performance review.

LEGAL REVIEW:

The contract was reviewed by Legal.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025, to be placed on the consent agenda. At the City Council meeting, this item was removed from the consent agenda. The City Council referred this item to the Legal Committee for a meeting on August 21, 2025, with a vote of 10-0.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

True Business Solutions Contract

Agreement for Professional Services and Consulting Agreement for a City Internal Auditor

This agreement (“Agreement”) is made and entered into effective [____], 2025 by and between the City of Roswell, New Mexico, a New Mexico municipality and political subdivision of the State of New Mexico (the “City”) and True Business Solutions, LLC (“Consultant”), an New Mexico Corporation ;

Recitals

Wherefore, the Mayor and City Council (the “Governing Body”) concur that an internal Auditor is essential to the financial wellbeing and integrity of the City; and

Wherefor, Sec. 2-91 of the Roswell Code provides that there shall be an Internal Auditor housed through the office of the Treasurer; and

Wherefore, this Auditor shall report to the governing body and the Mayor through the Treasurer; and

Wherefore, the Mayor has recommended the Consultant and the Governing Body has approved the Consultant to serve as the City’s Internal Auditor;

NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Consultant shall perform the services described in Section 1 of this Agreement (this section) and perform this nonattest engagement in accordance with the standards of the [American Institute of Certified Public Accountants (AICPA)]

This Consulting Agreement is made between the City of Roswell, New Mexico (City), with a principal place of business at 425 North Richardson Street, Roswell, NM 88201 and True Business Solutions, LLC (Consultant), with a principal place of business at P.O. Box 1066, Roswell, NM 88202-1066.

Services to be Performed

Consultant agrees to perform the following nonattest services during the period:

- Perform an initial risk assessment to identify and prioritize high-risk areas
- Develop a flexible internal audit plan that aligns with the City’s strategic objectives and emerging risks
- Develop internal audit methodologies addressing the areas of risk identified in the audit plan and perform appropriate testing as designed.
- Communicate with City Leadership, including the City Manager, the Mayor, the Finance and Audit Committee any identified deficiencies and weaknesses and make recommendations for improvements on a regular basis

- Deliver standardized internal audit reports for City Leadership including executive summaries, detailed findings, and actionable recommendations
- Conduct follow-up procedures to verify implementation of audit recommendations
- Perform regular monitoring procedures utilizing various testing procedures and techniques

Engagement Limitations and Responsibilities

This engagement and scope therein are considered as nonattest services. The City agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Generally this will be through the City Treasurer, but in the absence of a Treasurer, it will be done through the City Manager.

We will perform this engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity of noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that may not be identified as a result of misrepresentations made to us by you.

Special conditions between Consultant and City:

1. **IRREGULARITIES AND ILLEGAL ACTS:** In consultation with the City Attorney, Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of to the City Manager, the Mayor and the Finance Committee, and the NM State Auditor's Office.
2. **REPORTING TO THE CITY:** The Consultant shall review any and all findings and corrective action plans with the City's management. In consultation with the City Attorney, if the Consultant reasonably believes the City's management intends to act or refuses to act in a manner that is a violation of a legal or fiduciary obligation to the City, or a violation of law that reasonably might be imputed to the City, the Consultant shall make their written report directly to the Governing Body.
3. **ADDITIONAL SERVICES:** Should the Governing Body decide to request testing of additional systems, the Consultant will perform the assessment at an agreed upon rate and time schedule.

3. Compensation

The City shall pay to the Consultant in full payment for services satisfactorily performed on a monthly basis as described below, not to exceed \$58,500.00, annually, plus applicable taxes. This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The parties do not intend for the Consultant to continue to provide services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

Expenses

Consultant will be responsible for all normal business expenses incurred while performing services under this Agreement, excepting travel, whereupon it will be authorized and approved in advance by City's authorized responsible party. Travel expenses are to be reimbursed at actual expense.

Taxes

City will not withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's behalf, make state or federal unemployment compensation contributions on Consultant's behalf, or withhold state or federal income tax from Consultant's payments. Consultant will pay all applicable income taxes incurred while performing services under this agreement and any applicable self-employment (Social Security and Medicare) taxes.

City is responsible for all State of New Mexico Gross Receipts Taxes applicable to the payments and location the work was performed.

Payments

In consideration for the services to be performed by Consultant, City agrees to pay Consultant a consulting fee not to exceed USD \$58,500.00 plus applicable sales taxes for the period as described in Section 1. Billing is as below:

- Twelve (12) Monthly payments based on services performed plus applicable sales taxes and reimbursable expenses due by the tenth (10) of the following month, or the following Monday if the 10th falls on a weekend. A detailed billing statement will be sent by Consultant via email by the last day of the billing month to applicable employee(s) at the City for prompt approval and payment.

Funds can be sent via check to Consultant (TBS, LLCs) address above or through electronic means acceptable to City. Consultant will submit invoices to City as described above, with each invoice covering appropriate periods. The invoices will include an invoice number, the dates covered by the invoice, and a summary of the work performed. City will promptly pay Consultant's fee within one (1) week after receiving the invoice.

Business Permits, Certificates, and Licenses

Consultant has complied with all federal, state, and local laws requiring business permits, certificates, and licenses to conduct the services to be performed under this Agreement.

Insurance

City will not provide insurance coverage of any kind for Consultant.

4. Term

This Agreement will become effective on July 1, 2025 or as soon as practicable and continue through June 30, 2026. This Agreement may thereafter be renewed for up to three additional periods of one (1) year each upon mutual written agreement of the Parties. Each renewal period shall be governed by the same terms and conditions hereof, except as may be otherwise agreed in writing by the Parties.

This Agreement may be terminated immediately by either of the parties upon written notice delivered to the other party by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination

City will promptly pay Consultant for services performed before the effective date of termination. City will not owe Consultant compensation for any services performed following such date.

6. Status of Consultant

The Consultant and its agents and employees are independent Consultants performing professional services for the City and are not employees of the City. The Consultant and its employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the City as a result of this Agreement.

Consultant is an independent Consultant, not City's employee. Consultant and City agree to the following rights and obligations consistent with an independent Consultant relationship:

- Consultant has the right to perform services for others during the term of this Agreement.
- Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Consultant has the right to perform the services required by this Agreement at any place, location, or time.
- Consultant will furnish all equipment and materials used to provide the services required by this Agreement.
- City will not require Consultant to devote full time to performing the services required by this Agreement.

7. Assignment

The Consultant shall not assign, delegate, subcontract any rights or obligations, or transfer any interest in this Agreement or assign any claims for money due or to become due under this agreement without City's prior written approval.

9. Records

The Consultant shall maintain detailed records that indicate the nature of services rendered during the term of this Agreement. The Consultant shall retain the records for a period of three (3) years from the date of final payment under this agreement, unless otherwise required by applicable law or regulation.

10. Release

The Consultant, upon receiving final payment of the amounts due under the Agreement, releases the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. This paragraph also releases the Consultant from any liabilities, claims or obligations whatsoever arising from or under this Agreement.

11. Confidentiality

All information provided to or developed by the Consultant from any source whatsoever in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City, unless otherwise required by applicable law or regulation.

Each party will treat in confidence any information marked as confidential and proprietary to the extent allowed by law or regulation.

12. Product of Services; Copyright and Report Use

Nothing developed or produced, in whole or in part, by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. The City and the Consultant may post the report on their respective websites.

Material (language or visuals) newly created by the Consultant while performing work for this Agreement and for purposes of the City's use are the property of the City. All other material (language or visuals), whether created by the Consultant or sourced elsewhere, and shown to the City for any purpose, remain the property of their original creators.

13. Conflict of Interest

The Consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Consultant certifies that the requirements of the Governmental Conduct

Act, NMSA 1978, Section 10-16-1, et seq., regarding contracting with a public officer, City employee or former City employee have been followed.

15. Amendment

This Agreement shall not be altered, changed, or amended without subsequent written agreement of both parties.

16. Merger

This Agreement incorporates all of the contracts, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Applicable Law

The laws of the State of New Mexico shall govern this Agreement. By execution of this Agreement, both parties acknowledge and agree to the jurisdiction of the courts of the State of New Mexico, county of Chaves over any and all lawsuits arising under or out of any term of this Agreement.

18. City Books and Records

The City is responsible for maintaining control of all books and records at all times and the Consultant shall not remove any original books and records from the City's possession for any reason.

19. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City's governing body for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City's governing body, this Agreement shall terminate upon written notice being given by the City to the Consultant. This section of the Agreement does not supersede the City's requirement to have an annual audit pursuant to NMSA 1978, Section 12-6-3(A).

20. Penalties for Violation of Law

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. Equal Opportunity Compliance

The Consultant agrees to abide by all applicable Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Consultant assures

that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Consultant is found not to be in compliance with these requirements during the life of this Agreement, the Consultant agrees to take appropriate steps to correct these deficiencies.

23. Designated On-Site Staff

The Consultant's may or may not perform infrequent on-site visits to accomplish work; the individual auditor responsible for supervision of work and completion of the nonattest engagement is Judy Scharmer, NM CPA License #3690. The Consultant shall notify the City or in writing of any changes in staff assigned to perform the engagement.

24. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

25. Signatures

City: The City of Roswell, New Mexico

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Consultant: True Business Solutions, LLC

Judy Scharmer

Signature: _____

Printed Name: Judy Scharmer, CPA

Title: Managing Partner

Date: June 26, 2025

Legal Committee

Meeting Date: 08/21/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval of the Commercial Operation Application for use at the Roswell Air Center. (July) (Bobbi Thompson)

BACKGROUND:

Initiated by: Bobbi Thompson

The Air Center currently has individuals/companies working on-site who do not have any contracts. This document provides legal and insurance protections from those individuals to the city.

FINANCIAL CONSIDERATION:

N/A

LEGAL REVIEW:

City Attorney has reviewed and approved this document.

BOARD AND COMMITTEE ACTION:

This will be the first consideration of this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

application



Name: _____

Business Name or DBA _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Information: Phone: _____

Fax: _____

Email: _____

Alternate Name: _____ Phone: _____

Emergency

Contacts: Name: _____ Phone: _____

TYPE OF COMMERCIAL ACTIVITY | *Select all that apply*

☐ **Fixed Base Operator (FBO)**

☐ **Limited Fixed Base Operator (LFBO)**

☐ **Specialized Aviation Service Operation(s) (SASO)**

☐ Airframe and Power Plant Maintenance

☐ Aircraft Rental

☐ Avionics Sales/Maintenance

☐ Aircraft Storage/Hangars

☐ Aircraft Sales

☐ Aircraft Restoration/Refurbishing

☐ Charter, Taxi, Aircraft Management

☐ Flight Training

☐ Specialized Flying Services

☐ Skydiving Services

THE FOLLOWING ITEMS NEED TO ACCOMPANY THIS APPLICATION:

New Mexico State Business Registration – New Mexico Secretary of State

Certificate of liability insurance in the amounts identified and naming the City of Roswell and Roswell Air Center as additionally insured

PLEASE PROVIDE A STATEMENT DESCRIBING HOW YOU WILL PROVIDE THE FOLLOWING SERVICES

Select Not Applicable for Services Not Provided

Fuel Storage:

Not Applicable

Fuel Truck Storage:

Not Applicable

Aircraft Line Services:

Not Applicable

Maintenance or MRO Services:

Not Applicable

Aircraft Storage & Hangars:

Not Applicable

Optional Services:

Not Applicable

Valid Land/Building Lease on the airport

Please list the Land leases and/or Building Leases, Subleases that meet the business' Minimum Standards

DRAFT

Provide a statement describing the structure and general operations of the business:

Please include a list of all business officers and titles in the outline and number of employees working for company at ROW.

A \$300.00 (\$100 renewal) administrative fee must accompany this application. Applicants may call the administration office with credit/debit card information or make a check payable to "Roswell Air Center". An application for an operator agreement does not guarantee a future operator agreement with the airport. The right to conduct commercial activities on the airport requires the issuance of a commercial operator certificate and requires annual renewal. Commercial operators must maintain compliance with minimum standards and other airport rules and regulations.

Applicant Signature

Date

Name

Title

Office Use Only:

Application Received: DATE: _____

INT: _____

Payment Received: DATE: _____

INT: _____

- ☐ **Approved**
- ☐ **Not Approved**
- ☐ **Approved with the following provisions**

Airport Director's Signature

Date

Legal Committee

Meeting Date: 08/21/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval of award of ITB-26-002 Custom Welding & Fabrication Services as a multi-source award. (Abraham Chapparro)

BACKGROUND:

Initiated by: Abraham Chaparro

The City posted ITB-26-002 Custom Welding & Fabrication Services on August 6, 2025, bids were received on August 18, 2025.

FINANCIAL CONSIDERATION:

None.

LEGAL REVIEW:

Contracts to be revised by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Consider recommending approval to award ITB-26-002 Custom Welding & Fabricating Services as a multi-source award.
