

Region 4 Education Service Center (ESC)

Contract # R231003

for

Digital Solutions and Records Management

with

Kofile Technologies, Inc.

Effective: July 1, 2024

The following documents comprise the executed contract between the Region 4 Education Service Center and Kofile Technologies, Inc. effective July 1, 2024:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _____, 2024 by and between Kofile Technologies, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Digital Solutions and Records Management ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R231003 for Digital Solutions and Records Management ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.

- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Kofile Technologies, Inc.

Address 6300 Cedar Springs Road

City/State/Zip Dallas, TX 75235

Telephone No. 214-351-4800

Email Address preserve@kofile.com

Printed Name Michael Hill

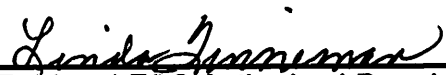
Title Chief Revenue Officer

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R231003

Initial Contract Term 7/1/2024 to 6/30/2027


Region 4 ESC Authorized Board Member

6/25/2024
Date

Linda Tinnerman
Print Name


Region 4 ESC Authorized Board Member

6/25/2024
Date

Victor E. White
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Exhibit B Administration Agreement	Section 7 Confidentiality	Propose edits to make confidentiality requirements mutual. See attached Administration Agreement redlines.	Appendix B is related to OMNIA Partners and will be negotiated
	Section 8 Disclaimer	Propose edits to make limitation of certain damage types mutual. See attached Administration Agreement redlines.	
	Section 18 Assignment	Proposed edits to make permissibility of assignment in certain circumstances mutual. See attached proposed redline of Administration Agreement.	
RFP Section III	4 Additional Agreements	See attached Additional Agreements which contains a) Supplemental Terms & QuickLink Addendum applicable to Participating Agencies; and b) QuickLink Addendum applicable to Region 4 ESC in the event of its purchase of QuickLink software service.	
Attachment D Exhibit A Response for National Cooperative Contract	2.2 Pricing Commitment	To the extent this Section prohibits Supplier from offering lower pricing on any individual sale, Kofile takes exception. Kofile can commit that it will not publish any price list lower than its not-to-exceed pricing list provided under the Master Agreement.	
	3.3(M) Marketing and Sales	To the extent this Section is intended to require Supplier to report sales to OMNIA Partners obtained as a result of a successful RFP (solicitation), Kofile takes exception except when a customer indicates a desire to utilize the Master Agreement in addition to the RFP (solicitation) process.	



23-10 Addendum 3

Kofile Technologies, Inc.

Supplier Response

Event Information

Number: 23-10 Addendum 3
Title: Digital Solutions and Records Management
Type: Request for Proposal
Issue Date: 11/8/2023
Deadline: 1/11/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system:
region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Tuesday, November 28, 2023 at 2:00 pm
via ZOOM. Click [here](#) to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092

Kofile Technologies, Inc. Information

Address: 6300 Cedar Springs Road
Dallas, TX 75235
Phone: (214) 351-4800
Web Address: www.kofile.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Michael Hill

Signature

Submitted at 1/11/2024 01:47:15 PM (CT)

preserve@kofile.com

Email

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

TX_Region4ESC_RFP_Form_OfferandContractSignaturePage_2023_01_KoTech.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

TX_Region4ESC_RFP_Form_TermsandConditionsAcceptanceForm_2023_01_KoTech.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

TX_Region4ESC_Form_OpenRecordsPolicy_2023_01_KoTech.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Antitrust Certification Statements

TX_Region4ESC_RFP_Form_AntitrustCertificationStatements_2023_01_KoTech.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

TX_Region4ESC_RFP_Form_TexasEthicsForm1295_2023_01_KoTech.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

TX_Region4ESC_RFP_Form_TXGovtCode2270VerificationForm_2023_01_KoTech.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Submit FEIN and Dunn & Bradstreet report.

TX_Region4ESC_RFP_Form_FEINandDNB_2023_01_KoTech.pdf

Upload FEIN and Dunn & Brandstreet report here.

Diversity Program Certifications

No response

If there are any diversity programs, provide a copy of their certification.

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification

No response

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Historically Underutilized Business (HUB) Certification

No response

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone)

No response

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

Products and Pricing

TX_Region4ESC_ProductsandPricing_2023_01_KoTech.xlsx

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Add

TX_Region4ESC_RFP_ValueAddServices_2023_01_KoTech.docx

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Additional Agreements Offeror will require Participating Agencies to sign.

TX_Region4ESC_RFP_AddtAgreement_SuppTerms_Combined_2023_01_KoTech.docx

Upload any additional agreements offeror will require Participating Agencies here.

OMNIA Partners - Exhibit A Response for National Cooperative Contract

No response

Please complete the OMNIA Partners - Exhibit A Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit B Administration Agreement

TX_Region4ESC_RFP_ExhibitB_AdministrationAgreement_REDLINE_S_2023_01_KoTech.docx

Please complete the OMNIA Partners - Exhibit B Administration Agreement, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit F Federal Funds Certifications

TX_Region4ESC_Form_ExhibitF_FederalFundsCertificationsForm_2023_01_KoTech.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

TX_Region4ESC_RFP_Forms_ExhibitG_NJCompliance_2023_01_KoTech.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Bid Attributes

1 Oral Communication

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

☒ I have read and agree.

2 Scope of Work

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

☒ I have read and agree.

3 Terms and Conditions

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

☒ I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

5 Is pricing available for all products and services?

☐ Yes

☒ No

6 Additional Fees

Include any fees such as hardware/software, locations (on or off premise), equipment installation, delivery options, setup/cleaning, design/layout, special orders, etc. Include Onsite and Offsite Services Rates and additional fees for products and services offered.

All associated price points are included in the Price List. Koifle takes pride in providing pricing and scope with no hidden fees.

7 Equipment Offerings

Indicate any equipment offerings: New, Used, Parts, Accessories, Service and Repair, Trade-Ins, Leasing/Financing and providing pricing structure for each of these applicable items.

Not Applicable to Koifle's Services.

8 Minimum Quantities

Describe any minimums quantities.

Koifle does not have many offerings that are restricted by minimum order quantities. Koifle includes any minimum order quantities on its Price List. This includes bundled services that include a shelving unit, as the entity would need to purchase services for a minimum number of binders to cover the cost of the shelving unit. Another instance is micrographics creation (reels of film or fiche). Even though the particular service captures at a per image or frame rate, the minimum cost of the reel is required to account for cost of materials. Other instances include shredding or redaction services. Preservation of a volume requires a minimal charge to account for materials costs associated with the new binder and/or Mylar pockets.

9 Chain-of-custody

Describe chain-of-custody in setting up record locations (on or off premise). How do you ensure that materials remain secured from the moment of retrieval until service is complete?

Chain of Custody is comprised of several factors (1) Transportation of materials in conjunction with pickup/return of inventory and offsite services; (2) Offsite inventory control, security, and quality assurance; and (3) Onsite inventory control security, and quality assurance. Items are transported directly from the client to the location of work. The Kofile facilities are all locked down. Inventories are loaded directly into the buildings. Offsite Quality Assurance (QA) Plan An integral part of project management relates to the cataloguing of tracking incoming items (physical or digital). Kofile uses NetSuite as its enterprise resource planning system (ERP) to produce unique IDs via barcodes for each physical control unit (e.g., box, folder, volume, document, reel, digital image, index). This is a web-based service. Therefore, monitoring occurs in real-time. Inventory is entered into Kofile's production system at pickup or receipt. Upon arrival at the Kofile facility, an intake process ensures accuracy. This provides both inventory control and detailed information to guide each production step for each item. Each workstation has a tablet device that technicians use to check in and out work as it moves through production. This ERP provides the tools necessary to establish positive control of the project and continuously manage inventory (e.g., book, document, image, microfilm). Kofile can track the individual status of each item traveling through its system. ERP is also used for audit tracking purposes for each employee. NetSuite provides robust production tracking and tracks work completed at page level. Tracking page quantities at each step allows for full visibility and detailed project status updates. Multi-level checks are enabled for all quantities prior to invoicing. Kofile invested in and completed a NetSuite rollout to all its facilities in 2023, following the establishment of a dedicated Project Management Office (PMO) the previous year. While an immense training and adjustment process ensued, adjustments to this new system (which monitors each step of each project down to the item level) were challenging, it has revolutionized and streamlined communication between the Lab, Account Executive, and Client. Today, Account Executives are heralding its benefits to their projects and clients. Onsite Imaging Quality Assurance (QA) Plan Leveraging the existing client's infrastructure ensures the appropriate degree of security to protect the confidentiality of client records. The security and integrity of the imaging process, as with all other processes, even onsite, is of vital to Kofile. ? Controlling Access: Background and security clearance procedures, as required. A workflow tracker tracks who handles what at each step to ensure transparency and data security. ? Document Security Checklist: A checklist is maintained by supervisory personnel. In the morning, this ensures that all work is on the floor, and all work is complete at night. Carryover work is secured nightly. ? Confidentiality of Information: Information is segregated by type and media, and each step along the path is segregated. 1. Confidentiality Clause Inclusion/Explanation in employment agreements 2. Maintenance of secure work areas 3. Control data access and track confidential documents 4. Control access to all operational software and workstations—password change every thirty days All export files are created by a single technician to ensure accuracy and scope adherence. All prep and scan functions occur in a "batch" environment. Here, each box or stated "batch" is separate and distinct from other project batches. Each step of the paper scanning has a built in QA and security element. At times, this is the noting of the listing, the insertion of proper control sheets, or instructions.

10 Records Tracking

What is your ability to track varieties of physical records such as documents, books, maps, binders, boxes, containers, etc?

Kofile uses NetSuite as its enterprise resource planning system (ERP) to produce unique IDs via barcodes for each physical control unit (e.g., box, folder, volume, document, reel, image, index). This is a web-based service with monitoring in real-time. Inventory is entered into the production system at pickup or receipt. An initial intake ensures accuracy with inventory control and detailed information to guide each production step. Each workstation has a tablet to check in/out work. NetSuite provides robust production tracking at page level for each step. Allowing for full visibility and detailed project status updates. Multi-level checks are enabled for all quantities prior to invoicing. ERP is also used for audit tracking. A NetSuite rollout was completed for all facilities in 2023, following the establishment of a Project Management Office (PMO). While an immense training/adjustment process ensued, this streamlined communication between the Lab, Account Executive, and Client.

11 Destruction or disposal services

What other related destruction or disposal services can you offer? (Biohazardous, electronic device, or waste management, etc. may be included as a Value Add in your response.)

Kofile only provides destruction services in conjunction with other services, such as digital imaging or media conversion.

1
2

Shipping Costs

Describe any shipping charges, mileage, or fees.

The Price List does not include shipping as each item varies in dimension/weight. Shipping is discussed during the quote process, considering labor and mileage. Kofile prefers personalized pickup with its own vehicles and dedicated personnel. This is a standard for large inventories or Lab proximity (surrounding States). In these scenarios, Kofile does not charge for transportation. At times, Sales personally pickup small inventories (per schedule and distance). Otherwise, Kofile sends a packing kit (weatherproof and tracked with Apple Air Tags) for transport via approved LTL carrier, such as FedEx. These scenarios are billed per (1) a flat rate per item (to assist with budgeting); or (2) actual costs. Staggered batches are preferred, alternating pickup and delivery. Kofile's largest vehicle holds 400 12" boxes or 500-700 vols. Additional charges may apply for onerous turnarounds. For mass pickups, Kofile can operate a rented 53' tractor trailer (holds 1,250 boxes).

1
3

Warranty Pricing

Provide pricing for warranties on all products and services.

Kofile does not provide any services or products that require pricing for warranties on products and services. Kofile includes standard warranties with its services and products. Together with Kofile's passion and expertise, resources and technology, and processes and protocols, Kofile fully guarantees work through a Standard Service Warranty. Kofile performs all work in a manner consistent with or greater than industry standards require and will correct any errors or unsatisfactory work, free of charge. This warranty extends for 90 business days after the project is completed. Kofile's products feature a Lifetime Limited Warranty against defects. Any product (including binders and pockets) that fails to operate properly or to maintain original integrity are replaced at no cost to the client.

1
4

Additional Discounts or Rebates

Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Please note that Kofile bills on a pre-approved per unit cost which is totaled per item (e.g., per page or image). This ensures that our clients are only billed for the actual level of service received with no inflated labor or prep charges.

1
5

Special Offers/Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

Kofile has never provided Special Offers/Promotions, as these do not meet the nature of our services.

1
6

Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

Kofile does and has held multiple GSA Contracts, and CMAS and TXMAS. Kofile used a multi-factor process to introduce the contract to clients: (1) an online landing page was created to post information (including award date, contract term, ordering procedures, legality as a purchasing vehicle, frequent Q&As, checklists to identify a contract sale, links to the awarding entity, contact information, and the awarded Price List). (2) This information was compiled into two resources (a) a one-page PDF overview and (b) a detailed PDF with all necessary documents/information; (3) Kofile prepared PPTs and resources for training its sales team, with either regional workshops or one-on-one training. The contract was emphasized at the annual sales meeting with the opportunity for Q&A and success stories. (4) Kofile utilized the contract logos on its business cards, proposals, and conference exhibit booths. Proposals include information about the contract, links, and price list verification.

1 7	Payment Methods Describe payment methods offered. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations. Kofile accepts ACH or check payments. We do not accept credit card payments.
1 8	Frequency of Pricing Updates Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract. Kofile does not have a history of frequent pricing increases. At most, Kofile annually reviews its pricing for increases in labor and materials costs. Price increases will align with standard changes that align with the CPI.
1 9	Future Product Introductions Describe how future product introductions will be priced and align with Contract pricing proposed. New product releases by Kofile will go through an exhaustive review to ensure pricing aligns with contract requirements and is priced in a similar fashion to other products and services. This review will take into account market dynamics, customer needs, contract requirements, and will align with Kofile go to market strategies to provide the best possible suite of products to the market.
2 0	Federal Funding Pricing Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit. ☒ Agree ☐ Disagree
2 1	Appendix D, Exhibit A, OMNIA Partners Response for National Contract Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
2 2	Appendix D, Exhibit B, OMNIA Partners Administration Agreement The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
2 3	Appendix D, Exhibits F and G Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

2
4**Ordering Methods**

Describe ordering methods.

Kofile requires a quote and/or proposal for all orders. This is reviewed and approved by the Public Agency, with purchasing verified per the Public Agency's policy (e.g., approval by County Commissioners Court, Board of Supervisors, Judge) and is usually documented by the issuance of a Purchase Order by the entity's Purchasing Department or Auditor. Kofile requires a mutually signed agreement to verify project acceptance. Following receipt of a signed agreement, a Sales Order is written and released to schedule pickup/delivery and turnaround. For large scale projects involving either digital imaging, media conversion to film/digital, or indexing, Kofile requires a pilot run phase, for the client to approve the standard of service for deliverables. Any lettering/imprinting is verified in an approval process. All deliveries undergo an approval and receipt process. Billing is per the pre-arranged schedule and considers any limitations or exceptions set by State and local law.

2
5**Emergency Orders**

Describe how Offeror responds to emergency orders.

Kofile has provided emergency and disaster recovery services to its clients, including fire and water incursions in local archives. Clients have direct contact information for key personnel for afterhours scenarios. Depending on the scenario, Kofile can deploy a team or subcontract to a disaster response team to pack the damaged records and hold in either an archival environment or freeze for Kofile's attention and/or moisture and/or mold remediation services. Subcontractors are selected per availability, area of expertise, proximity, and price.

2
6**Collection of Materials**

Provide a description of the containers available to collect materials. Do containers have locks or security devices?

Containers are selected per the item or media format undergoing transport, for instance, book and paper, rolled maps, boxes/cabinets/reels of micrographics each require a different type of container. Specific containers are weatherproof for added protection. In addition, all Kofile's client pick-up and deliveries are specifically tracked via tracking systems utilizing both Apple AirTags in the containers and a transport vehicle equipped with a GPS locator system. Also, Kofile pre-arranges packing procedures and frequency with its clients. This accounts for the time required to perform the specific service, as each can vary by days or months in complexity. For micrographics creation, receipt/delivery occurs on a set schedule, such as weekly, bi-weekly, monthly. Chain of Custody (COC) is always attained at point of pick-up and delivery of customer materials for added assurance.

2
7**Shredding Facilities Security**

What types of security measures are in place at Offeror's shredding facilities?

Kofile does not perform shredding services itself, but works with a local shredding company that meets the requirements of the project. Kofile only provides shredding services in conjunction with other conversion services, and occurrences are rare.

2
8**What is Offeror's average on time delivery rate?**

All projects are implemented on pre-arranged schedules, mutually agreed upon with the client. Each project is assigned a Project Manager (PM) to provide status updates to the client. Kofile invested in and completed a NetSuite rollout to all its facilities in 2023, following the establishment of a dedicated Project Management Office (PMO) the previous year. While an immense training and adjustment process ensued, adjustments to this new system (which monitors each step of each project down to the item level) were challenging, it has revolutionized and streamlined communication between the Lab, Account Executive, and Client. Today, Account Executives are heralding its benefits to their projects and clients.

2
9**Describe Offeror's history of meeting the shipping and delivery timelines.**

All projects are implemented on pre-arranged schedules, mutually agreed upon with the client. Each project is assigned a Project Manager (PM) to provide status updates to the client. Kofile invested in and completed a NetSuite rollout to all its facilities in 2023, following the establishment of a dedicated Project Management Office (PMO) the previous year. While an immense training and adjustment process ensued, adjustments to this new system (which monitors each step of each project down to the item level) were challenging, it has revolutionized and streamlined communication between the Lab, Account Executive, and Client. Today, Account Executives are heralding its benefits to their projects and clients.

30	Provide a list of shredding facilities. Kofile does not perform shredding services itself, but works with a local shredding company that meets the requirements of the project. Kofile only provides shredding services in conjunction with other conversion services, and occurrences are rare.
31	What types of reporting is provided or accessible? Does Offeror provide full reports of material preservation and/or destruction? The Project Manager is responsible for project supervision along with the Account Executive. A work breakdown structure (WBS) and task structure is provided for each project. This methodology is the basis for the project management system, allowing for open communication between stakeholders, seamless transitions between phases, risk management, resource management, and concise reporting on project health and delivery. Kofile is committed to open and frequent communication. To ensure schedules are met, both parties are aware of the status of the various tasks in progress with regular reporting and communication. NetSuite provides robust production tracking and tracks work completed at page level. Tracking page quantities at each step allows for full visibility and detailed project status updates. Multi-level checks are enabled for all quantities prior to invoicing.
32	Upon request can proof of services be provided such as a "Certificate of Destruction". ☒ Yes ☐ No
33	Provide Offeror's certified processes. For any shredding projects, Kofile ensures all services are performed per the request of the client and meet all reporting and certification procedures. As Kofile does not perform shredding itself, subcontractors are selected from qualified vendors and strictly monitored.
34	Describe your ability to maintain digital and record management practices based on applicable regulations, state statutes and laws. Kofile's sole target client is government records offices, either federal, state, or local. Therefore, Kofile is highly experienced in maintaining digital and record management practices based on applicable regulations, state statutes and laws. Kofile operates as a trusted partner with its clients, supporting the mandates and functions of the particular office. Kofile considers records retention schedules in its recommendations for service, and performs all digitization or conversion services per the Requirements of the State Archives (or appropriate body). Kofile's services on decades of experience with government clients, and built to ensure that (as required) each digital image is considered 'Certified' or an official representation of the original source record. Kofile ensures Quality Control (QC) includes a human eye comparison between the source and the processed digital image prior to any automated QC checks (this is QC performed by Kofile and not passed on to the client).
35	Describe Offeror's return and restocking policy. Any products offered by Kofile undergo multiple quality control checks. If any manufacturer's defects are encountered, Kofile provides a new product at no cost. All products are custom orders, so Kofile does not provide return and re-stocking. Binders are custom imprinted per the volume and client (in pre-selected materials, colors, lettering, fonts, and imprints). Mylar pockets are custom sized and punched. For shelving or cabinets, Kofile assesses the available storage footprint, and only orders what is needed. All products are archival quality, which means they are constructed to serve the client for multiple decades or hundreds of years.
36	Describe Offeror's ability to meet service and warranty needs. Kofile does not provide any services or products that require additional pricing for warranties on products and services. Kofile includes standard warranties with its services and products. Together with Kofile's passion and expertise, resources and technology, and processes and protocols, Kofile fully guarantees work through a Standard Service Warranty. Kofile performs all work in a manner consistent with or greater than industry standards require and will correct any errors or unsatisfactory work, free of charge. This warranty extends for 90 business days after the project is completed. Kofile's products feature a Lifetime Limited Warranty against defects. Any product (including binders and pockets) that fails to operate properly or to maintain original integrity are replaced at no cost to the client.

3
7**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

For standard services, Kofile provides a tiered support structure with direct contact information and an escalation plan (beginning with the Project Manager, and moving to the Account Executive, Regional VP, and Executive Levels). This ensures any technical support relies on highly knowledgeable staff, and not canned responses (such as AI or Predictive). QuickLink® Access Solution - At Project Kickoff, Kofile provides afterhours contact information in the event of an emergency. General online help for this application is available 24/7/365 via email and online chat. Support is provided per set Response Targets. Support includes general use and troubleshooting relating to bugs or product deficiencies. After implementation, support does not include consulting services (achieving end-to-end goals, modifying software, or high-level accomplishment needs).

3
8**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Kofile's standard payment terms are NET 30, and invoicing timing is based on mutually agreed upon contract terms with the client for the specific project.

3
9**Transition Plan**

Describe Offeror's contract methodology/implementation/customer transition plan.

- i. Retention and Workflow Schedules.
- ii. Roles and responsibilities of provider and participating public agency.
- iii. Levels of security for confidential documents.
- iv. Where are backup systems located.

Timeline & Retention Records are viewed as private and confidential. Kofile primarily works with historical and/or permanent retention records. For these, and upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction. Kofile can work on projects in batches, each requiring approximately 20-22 weeks upon entering the work queue. Indexing may require a longer. Creation of a binder, following approval of stamping, is a minimum of eight (8) weeks. With preservation, the work determines the schedule, response times, and completion date. Each job is individual and unique. Kofile can address the project materials at a high volume of materials. Usually, older records suffer from extreme deterioration and require more attention. As the age of the records decreases, production rate increases. Roles and Responsibilities - set prior to project implementation, and may include: Kofile | Provide technical & project management resources | Provide required software & hardware tools (e.g., scanners, software, management) | Project Manager (PM) ensures the scope is limited to services outlined in the proposal and requirements specifications document | Provide deliverables Client | Collaborate for capturing all the requirements | Provide a primary and secondary POC for management of responsibilities & tasks | Provide answers to the team regarding the functions and designs of the services Technological Security Due to the data's confidentiality and security, Kofile implements multiple security measures. The Kofile facilities are designed to ensure the safety of its clients' data. Kofile has taken substantial safeguards to protect clients from release of information through "social engineering" exploits. Kofile has sensitivity policies that are enforced and circulated to classify the sensitivity of data within its possession, however short its stay. Operator terminals are configured to ensure data cannot leave any facility. Any technician assigned to the project is issued a username and password to access images. Kofile works in a secured, directory-based environment. Rights are assigned to individual images as "read only." Only approved staff have the passwords to change image permissions. No one can delete or modify images without authorization. All activity of this nature is logged. Back-Ups Kofile delivers a true native cloud security for its images and data. All Labs save images and data to a local server. Each night, this server synchronizes with the cloud. Daily, a snapshot of all data occurs. All data is accessible in real-time via the cloud. The cloud provides multiple levels of redundancy and failover to various datacenters regionally situated across the U.S. Servers are locked and managed in a secure environment with temperature and moisture monitoring with access limited to only key personnel. For production, all data is kept in secure locations with controlled and limited access both physically and electronically. ? All production data (with the exception of specific projects) is copied to the primary site daily (nightly). ? All data at rest is encrypted. ? All data is restricted to a "need to access" basis. ? All data is nightly backed-up (with encryption). ? A secondary copy of this backup is copied offsite to a secure co-location over VPN tunnel. ? All data is both weekly and monthly backed-up to a tape archive. ? A copy of this archive is stored in the Media Vault (Dallas primary site). Kofile follows the backup and archive principle of 3->2->1: ? 3 copies of the data (and generally more); 2 Different media formats; 1 Copy offsite HIPPA, PHI, PPI, and CJIS Kofile is sensitive to data security and the variety of record types and data standards. Kofile has a fully CJIS compliant production area and a sensitive information team with technicians experienced working with confidential and secure files.

40	Describe technical infrastructure required. Include interface, platforms, software, storage options to support the solution and requirements. This is not applicable to any of Kofile's services, as any software is browser-based. As a browser-based solutions, no software downloads or special hardware is required.
41	Describe any third-party software or hardware requirements or solutions. This is not applicable to any of Kofile's services, as any software is browser-based. As a browser-based solutions, no software downloads or special hardware is required.
42	Describe any abilities such as selecting different languages, size options, etc. For Kofile's QuickLink(r) system, users can maneuver forward or backward through the digitized volume by a mouse through the use of a scrollbar and previous/next frame buttons and keyboard shortcuts. It has extensive image zoom capabilities. The end user can print an unlimited number of images, including the ability to crop a portion of images prior to printing.
43	Describe end-user testing and training. Comprehensive training via online video conferencing is available upon implementation (and defined per specific SLA). This interactive, real-time approach allows immediate instruction and instant feedback.
44	Describe the financial condition of Offeror. Kofile was acquired by Boston-based investment firm Audax Private Equity on January 29, 2020. Audax's involvement as an investor enhances Kofile's already robust financial stability. Kofile is a privately owned corporation and the division of parent company, Kofile, Inc. Kofile's partnership with Audax continues Kofile's reputation as a customer-centric company with high-quality products, while fueling Kofile's future growth and positioning it for even greater success. Kofile has maintained its existing Management Team and employees, guaranteeing "business as usual" for Kofile customers. Kofile, its principals, directors, or majority shareholder, or any company Kofile has held a controlling interest in, or which has held a controlling interest in Kofile, has never filed for or been involuntarily put into bankruptcy or declared bankruptcy. Kofile has a \$20 million revolving loan facility that verifies Kofile's stability and its ability to manage working capital needs.
45	Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality. Kofile does not provide this to its clients, as all orders require quotes and statements of work.
46	Describe the Offeror's safety record. Kofile ensures that each laboratory is equipped to process chemical treatments correctly and safely. All solvents and necessary chemicals are handled in modern chemical fume hoods and HVAC systems. These systems offer the maximum protection, and safely exhaust fumes and gases. HVAC systems meet or exceed OSHA and other regulations. Chemical-resistant gloves, safety glasses, aprons, and explosion-proof face shields protect conservators and records from toxins.
47	Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies? Kofile facilities have several practices in place to promote environmental and energy conservation. Labs recycle and repurpose shipping pallets, and capabilities for paper and apron recycling are being evaluated for future practice. All materials and equipment are safe for the environment and for employee use. Kofile utilizes Iron Mountain to destroy and recycle sensitive papers, with bins strategically placed throughout facilities. Kofile ensures that each laboratory is equipped to process chemical treatments correctly and safely. All solvents and necessary chemicals are handled in modern chemical fume hoods and HVAC systems. HVAC systems meet or exceed OSHA and other regulations. Chemical-resistant gloves, safety glasses, aprons, and explosion-proof face shields protect conservators and records from toxins. In the past couple of years, Kofile has implemented cloud security for its images and data. This practice supports Green Initiatives by eliminating reliance on the transport

4 8	Describe any social diversity initiatives. Currently, Kofile has no social diversity initiatives.
4 9	Managing Documents Provide recommendations on minimizing the long-term costs associated with managing documents of all forms, including costs associated with onsite and offsite document filing, storing, and retrieving, as well as storing and backing up electronic documents and images. Kofile provides digitization, records management, and archival storage solutions to support the mandates and functions of government recording and records offices.
5 0	Provide example(s) of general guidance on executing strategies for successful adoption of new policies, processes and procedures. Kofile provides all teams with detailed process documentation, defined roles and responsibilities, and proper training on any changes within the organization. For example, in 2023, Kofile introduced a detailed assessment guide for its Account Executives to use that allowed them to properly capture the inventory of each project, detailed inventory information, and resulted in a more detailed statement of work. This resulted in better alignment with customers and faster project delivery. Extensive training was done on the process and reporting was implemented to ensure adoption and accountability for adhering to the new process.
5 1	Provide a brief history of the Offeror, including year it was established and corporate office location. Kofile is the oldest and most experienced private firm specializing in the preservation and digitization of public records. Kofile was formed and established in 2009; with root companies, ownership, and key staff operating and leading the industry since 1961. Kofile's leaders have worked with states, counties, municipalities, and private archives across the nation. A national company, Kofile has regional Conservation & Digitization Labs throughout the US, with its headquarters in Dallas, TX. Its principal place of business is its Dallas location (a 119,000 ft.2 building), which is a standalone facility. Kofile was acquired by Boston-based investment firm Audax Private Equity on 1/29/2020. Audax's involvement as an investor enhances Kofile's already robust financial stability. Kofile is the division of a parent company, Kofile, Inc. (which owns 100% of Kofile). Kofile remains a privately owned corporation.
5 2	Describe Offeror's reputation in the marketplace. Kofile was built as the final realization of William D. 'Sonny' Oates, as his greatest company and shining achievement bringing together the best practices and most experienced personnel the industry offered. Kofile gained committed clients based on Oates' reputation for standing by his word and commitment to rebuffing the tactics used by other companies to the client's disadvantage. Kofile revolutionized the industry with patented, effective, and efficient archival products. Each exclusive product is the result of a Made-in-America ingenuity. Kofile remains a trusted partner providing the highest quality of services not available with low bids through superior custody, tracking, security, experience, personnel, transparency, quality of workmanship, certified images, blind re-keyed indexes, commitment to no hidden costs, incredible facilities, advanced software and equipment, logistics capabilities, communication, and ability to perform services without subcontractors.
5 3	Describe Offeror's reputation of products and services in the marketplace. Kofile is a trusted partner providing the highest quality of services, including superior custody, tracking, security, experience, personnel, transparency, workmanship, commitment to no hidden costs, products guarantees, incredible facilities, advanced software and equipment, logistics capabilities, and communication. With Preservation, clients access Kofile's proprietary and patented archival products—the Lay-Flat Archival Polyester Pocket™ and the Disaster Safe County Binder™. Digitization services are not 'as-is' or 'scan it & forget it.' Images are the highest quality and free of distortion/loss due to capture failures. Kofile specializes in fragile and historical pages. Experienced indexers provide backfile and daily indexing, and redaction. Kofile blind re-keys each field. Kofile is known for the industry's most accurate indexes. Clients are assured that each image and index is sight verified and certified (each including two instances of human eye verification).

5
4**Describe the experience and qualifications of key employees.**

Staff hold 10-30 years of experience with archival documents. Kofile's extensive experience covers a wide range of permanent retention media—documents, volumes, tri-folds, plats, maps, negative Photostats, micrographics, digital images, etc. Projects range from one volume to thousands of volumes. All work performed is held to the highest possible workmanship standards, and incorporates accepted standards and practices for the preservation of book and paper. The firm itself and various staff maintain individual memberships with the American Institute for Conservation of Historic and Artistic Works (AIC). Kofile's supporting staff provide exemplary skill and workmanship—at all levels of service. Kofile holds insurance on all services. Staff are drug-free and pass a background check upon employment. Only trained staff work on any project. Employees complete intensive training with a mentor.

5
5**Describe Offeror's experience working with the government sector.**

Kofile has 3,000 government clients across the US. From its inception, Kofile has successfully performed tens of thousands of projects. Kofile has unparalleled experience with government records. Clients include multiple departments in counties such as Los Angeles, Wayne, Harris, San Diego, Orange, and Dallas. In Texas, Kofile has performed services in nearly every county over the past decade. Projects address permanent retention, historical, and active records—addressing the needs of Elections, Board of Supervisors/Commissioners, County/District Clerks, Assessors, Recorders, Register of Wills/Deeds, various Courts, District Attorneys, Tax Assessors, Sheriffs, and Judges. Other projects address state records, historical societies, libraries, cemeteries, water districts, fire departments, boroughs, local archives, academic institutions, churches or dioceses, museums, private collections, etc. Kofile establishes enduring professional relationships and remains loyal to each project.

5
6**Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors**

Not Applicable to Kofile.

5
7**Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. (Biohazardous, electronic devices, or waste management, etc. may be included as a Value Add in your response.)

Kofile is a trusted partner to restore, stabilize, and safeguard tens of millions of irreplaceable records. Our capabilities address paper, electronic files, and film. Kofile provides ancillary services to support core services (Preservation, Digitization, Management, and Access). These include archival quality (in terms of construction, strength, and materials) storage systems, including 4Post™ Shelving, Plat Cabinets, and either Mobile or Roller Shelving. This ensures the maximum use of any available footprint, and controlled/inventoried records collections. Kofile has also developed solutions to support California entities in response to the Restrictive Covenants Modification & Records Modernization Project Per CA AB 1466 (2021). Kofile is an industry leader delivering recovery services for essential and critical records necessitated by flood, fire, and other events. Kofile provides realtime guidance, field evaluations, comprehensive project plans, treatments, and restoration.

5
8**Detail Supplier's strategies under these options when responding to a solicitation.**5
9**Supplier Response**

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

6
0**Brief history and description of Supplier to include experience providing similar products and services.**

The preservation of public records, including books and manuscripts, various documents, and maps, is Kofile's specialty. Kofile is comprised of the oldest and most experienced private firms specializing in the preservation, digitization, and microfilming of historical and permanent public records in the United States. Kofile was originally established in 2009 as Brown's River Marotti Co. (BRMCO), renamed Kofile Preservation, Inc. in 2011, then Kofile Technologies, Inc. in 2016. Kofile's primary root companies: | Joseph J. Marotti Co., Inc. dates to 1961, and operated under that name for 48 years. | Brown's River Bindery dates to 1972, and operated under that name for 37 years. | Louisiana Binding Service, Inc. (LBS) dates to 1987, and operated under that name for 24 years. | Safeguard Imaging, LLC dates to 2009, and was purchased and renamed Kofile Solutions, Inc. in 2010, providing all digitization and indexing services for the Kofile Companies. In 2015, this company was merged into Kofile. | PFA, Inc. dates to 1969, and operated under that name for 50 years., then was purchased and renamed Kofile Services, Inc. In 2021, this company was merged into Kofile. In the early days, faced with mounting collections of deteriorating paper, local government officials turned to local binderies for assistance. Then, as now, these offices were either not financially equipped to maintain their historic records or did not know how. Many offices resorted to limiting public access. These local governments needed someone with experience and practical education to reverse the effects of time and use. The founders of Kofile educated themselves on the procedures that fragile documents require. They listened to the concerns of records custodians and constituents and spoke with leading conservators across the country. Throughout its history of mergers and acquisitions, and purchase in 2020, Kofile has continued to move forward with familiar faces remaining in key positions, such as Sales, Leadership, Management, and Technicians. Many of Kofile facilities' have vast relationships with local clients, spanning multiple decades. Each employee takes pride in this legacy. Today, with multiple regional locations and more than 500 employees, Kofile has the ability to deliver both large- and small-scale projects. However, Kofile's strength is not in the size of its staff or facility, but in its dedication and commitment to ensure the physical protection of America's public records. While the academic and professional community was limited to preserving documents related to national significance, it was the grassroots efforts of conservation facilities like Kofile that rallied for local records. Over the years, Kofile's persistence and standard of workmanship has not only allowed Kofile to continue promoting and contributing to the preservation and digitization of local records but also to attend to those of national significance, too. Several thousand local governments across the nation have worked with Kofile to secure, safeguard, and preserve irreplaceable historical records collections, each containing both manuscript and typescript records. This includes nearly every county clerk and district clerk in the State of Texas. These long-lasting partnerships have resulted in millions of documents preserved and digitally transformed. Kofile's vast history in working with local governments provide unique insight, understanding, and capabilities. Kofile is the trusted partner. Kofile establishes enduring professional relationships and remains loyal to each project. Kofile's professional services, proprietary technology, and patented materials provide constituents with a true cost-savings compared to the risk associated of losing this recorded data.

6
1**Total number and location of salespersons employed by Supplier.**

Currently, there are 26 sales people (AEs or Account Executives). The numbers below do not include Sales VPs (one per region below) and Executives, nor SMEs. Territory maps can be provided upon request. 4 - Western Region 10 - Central 7 - Northeast 5 - Southeast

6
2**Number and location of support centers (if applicable) and location of corporate office.**

Kofile has multiple regional service facilities, this includes: Dallas, TX (Corporate, Conservation & Digitization Lab) Carson City, NV (Conservation & Digitization Lab) Sun Valley, CA (Digitization & Micrographics Lab) Essex, VT (Conservation & Digitization Lab) Greensboro, NC (Conservation & Digitization Lab) Peachtree Corners, GA (Digitization & Indexing Lab)

6 Describe any green or environmental initiatives or policies.

All products are archival quality, which means they are constructed to serve the client for multiple decades or hundreds of years. Kofile facilities have several practices in place to promote environmental and energy conservation. Labs recycle and repurpose shipping pallets, and capabilities for paper and apron recycling are being evaluated for future practice. All materials and equipment are safe for the environment and for employee use. Kofile utilizes Iron Mountain to destroy and recycle sensitive papers, with bins strategically placed throughout facilities. Kofile ensures that each laboratory is equipped to process chemical treatments correctly and safely. All solvents and necessary chemicals are handled in modern chemical fume hoods and HVAC systems. HVAC systems meet or exceed OSHA and other regulations. Chemical-resistant gloves, safety glasses, aprons, and explosion-proof face shields protect conservators and records from toxins. In the past couple of years, Kofile has implemented cloud security for its images and data. This practice supports Green Initiatives by eliminating reliance on the transport of data via physical mediums (e.g., hard drive, CD, DVD, jump drive), and gives the clients instant access to deliveries of data.

6 Diversity Programs

Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Currently, Kofile has no social diversity programs or partners.

6 Minority Women Business Enterprise

- ☐ Yes
☒ No

6 If yes, list certifying agency:

No response

7 Small Business Enterprise (SBE) or Disadvantaged Business Enterprise

- ☐ Yes
☒ No

7 If yes, list certifying agency:

No response

7 Historically Underutilized Business (HUB)

- ☐ Yes
☒ No

7 If yes, list certifying agency:

No response

7 Historically Underutilized Business Zone Enterprise (HUBZone)

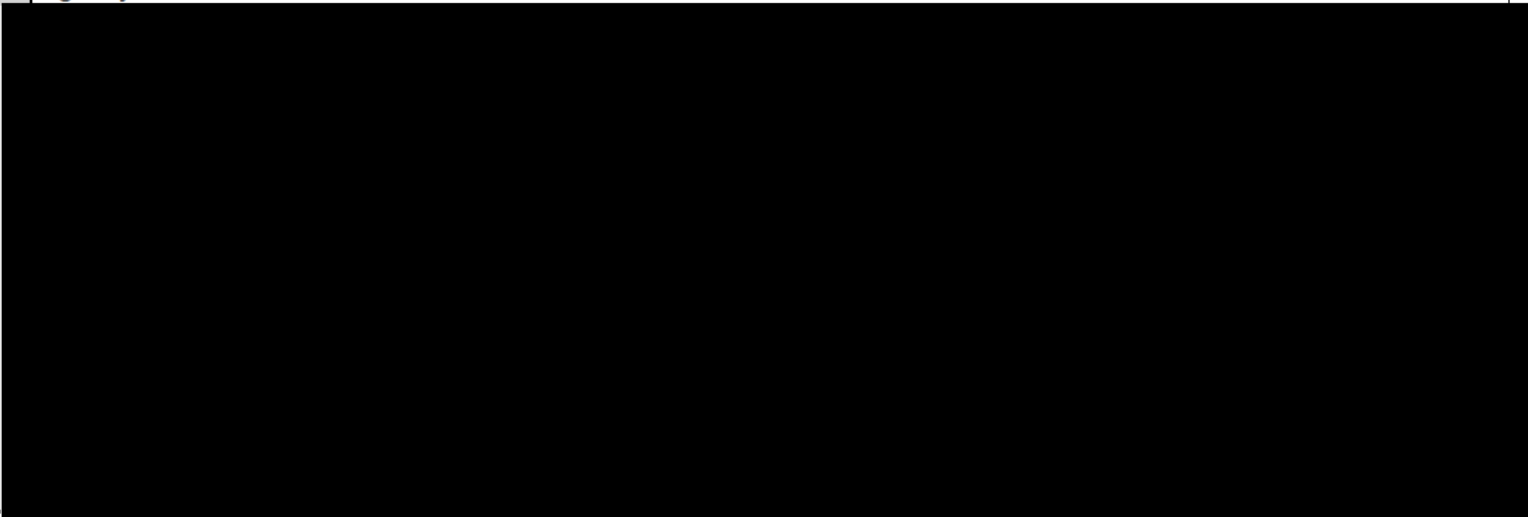
- ☐ Yes
☒ No

7 5	If yes, list certifying agency:
	<i>No response</i>

7 6	Other recognized diversity certificate holder
	☐ Yes ☒ No

7 7	If yes, list certifying agency:
	<i>No response</i>

7 8	Contractor Relationships
	List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.



7
9**Describe how supplier differentiates itself from its competitors.**

With Preservation, a client has access to Kofile's proprietary archival products—the Lay-Flat Archival Polyester Pocket™, and the Disaster Safe County Binder™ (DSB). Kofile holds the patent on both, and remains their sole source provider. Digitization services are not 'as-is' or 'scan it & forget it.' Images are the highest quality and are free of distortion and loss of information due to capture. Procedures were designed and implemented with the input of professional book and paper conservators. Kofile's services guarantee that materials are addressed according to their specific condition and fold endurance without blind, automatic feeds. Technicians are trained to handle fragile and historical documents. Kofile has experienced indexers to provide a full spectrum of services, including backfile, daily, and redaction. Kofile provides consistently keyed index fields to improve retrieval. Kofile blind re-keys each field to maintain accuracy. Kofile is known for providing the industry's most accurate indexes. Key differentiators include: **SECURE TRANSPORTATION** Kofile personnel pick up and transport records. Kofile operates its own climate-controlled vehicles. Kofile will provide all supplies, materials, equipment, transportation, and related items. **RECORDS REQUESTS** A records request line efficiently provides scanned copies to the client. Kofile has never charged for fulfillment of ad-hoc requests for copies of records. **INDEXING ACCURACY** Kofile blind re-keys each field to maintain accuracy. Kofile can commit to a minimum accuracy rate of 99.25% for historical indexing. **OWNERSHIP OF DATA** Kofile will not sell, distribute, or grant unauthorized access to client records. The client retains all ownership over records, including physical, digital, or metadata. **COST TRANSPARENCY** Actual cost is not hidden by complicated and multi-layered price points (such as the addition of labor and prep charges atop of capture). **ADVANCED EQUIPMENT** Kofile invests in superior technological scanning equipment, software, and large format planetary/book scanners as part of its commitment to preserving documents and ensuring the best possible image capture. **CHAIN OF CUSTODY CONTROL** Kofile's level of custody control is unparalleled. Pickups monitor inventory at the box, folder, and page level, and intake examines each item prior to any services. Chain of custody controls includes facility security, transport, technological safeguards, and project management tools/tracking. **QUALITY ASSURANCE** | Services are conducted by trained and experienced technicians with proven procedures and programs. | Kofile holds the industry's highest levels of insurance. | Kofile does not miss pages, produce illegible images, or damage documents. Kofile will QC each image and sight verify each image. **ZONAL ENHANCEMENTS** Kofile's proprietary software can provide custom clean-up such as deskew, despeckle, character repair, and zonal enhancements. **SUBJECT MATTER EXPERTISE** Second- and third-generation public records experts lead projects, including pioneers in preservation, imaging, re-creation, and data entry. **ULTRASONIC HUMIDIFICATION CHAMBER** Humidification is essential for fragile documents in which manual unfolding would harm the document's structural integrity. Kofile has invested in these high-end devices at each of its labs. Kofile's basis for success is decades of experience, realistic solutions, and expert analysis. Kofile is committed to implementing a solution that offers professional standards, conforms to the key technical specifications, and, in terms of product quality and longevity, provides the highest rate of return on the client's investment. Kofile provides professional conservation skills and resources to save records and maintain access to recorded data. Kofile forms enduring relationships with customers and remains loyal to each project.

8
0**Litigation, Bankruptcy or reorganization**

Describe any present or past litigation, bankruptcy or reorganization involving supplier.

None

8
1**Felony Conviction Notice**

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

☐ Yes☒ No8
2**Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

None.

Distribution, Logistics

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Kofile can provide solutions that address many aspects of a local government—from binders, preservation, restoration, imaging, image processing and enhancements, re-creation, re-indexing, index verification, film conversion, archival microfilm, microfilm duplication, complete document indexing, recording, workflow, imaging systems, data access, electronic recording, and archival storage systems. Kofile's objective is to provide local governments with the tools, technology, and services to effectively and efficiently record, secure, and access public records. Many counties face strained budgets and resources, legacy systems, and constantly changing statutory mandates. Counties choose Kofile as a partner, not a vendor. Kofile sets new standards for innovation, service, and support—driven by a commitment to its customers. Preservation (Restoration, Conservation, & Stabilization) Kofile regularly addresses historical and permanent documents, including manuscript, typescript, negative Photostat, micrographic, tri-fold, blueprint, re-creations, plats, and maps. Preservation services include conservation, restoration, and stabilization. For historical and permanent records, skilled conservators treat a range of media, and provide custom conservation, encapsulation, binding, and digitization services nationwide. As the largest supplier of public record encasement binders in the U.S., Kofile holds patents on many revolutionary archival products. Digitization Kofile digitization is implemented with the input of professional paper conservators. Kofile invests in the best scanning equipment and software. Digitization services include indexing, OCR, redaction of sensitive information (e.g., SSN), and formatting for system loads. Kofile maintains data integrity, order, and identification of records. All images produced are the highest quality, and free of distortion and loss of information due to capture failures. Many of Kofile's projects involve re-imaging collections that low-bid vendors already imaged. Kofile ensures the survival of the Best Original Image for the application of current and future technologies. Clients are assured that the original source is unharmed during scanning. For clients struggling with outdated legacy systems, incompatible data, and outdated media and systems, Kofile can convert virtually any digital data or media storage format. This includes migrating information between incompatible computer systems, media types, file structures and software packages. Indexing Kofile provides multiple indexing services, including historical/backfile and daily. Kofile also provides Restrictive Covenant Modification services. Micrographics Services include digital conversion and creation of microforms (including 16 mm and 35 mm microfilm, microfiche, aperture cards, etc.). Kofile's processing Lab also provides brown toning. Records Management Since its inception, Kofile pooled the nation's forerunning leaders in recording systems for local governments. In 2015, Kofile's leadership had the vision to build the first native cloud recording enterprise system. Kofile retains a foothold in software with its QUICKLINK® solution, first developed a decade ago after identifying a reduced cost solution and alternative to full indexing of manuscript records. Since, Kofile has improved the application and its features. Kofile expanded support to 24/7/365. Today, QUICKLINK® has public-facing applications active in six states and 73 local government offices. Today, this system remains proprietary to Kofile. It is a custom software solution that provides a digital search of Index Book images with links to the actual digitized Page. It expedites a county's digital imaging and indexing initiatives. It quickly gains popularity when introduced to a state. This system was initially developed for Real Property/Land Records. However, with its popularity, other records series and offices requested solutions too.

Distribution

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Kofile's services have been offered nationwide (including U.S. Territories and Outlying Areas) since its inception and beyond through its root companies, albeit the occurrences are rare.

8
5

Distribution

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Over the past decade, Kofile has learned to start this process with the proposal, not after project acceptance. This ensures that the client (include the clerk or official, purchasing agent, and ruling body [such as the Judge Commissioners]) are all aware and in approval of the cooperative purchasing vehicle. Kofile will comply with the requirements of OMNIA Partners, and require the Master Agreement to be referenced in any Purchase Orders, signed Proposals, or Contract Agreements, so there is no question to its use. Kofile used a multi-factor process to introduce the contract to clients: (1) an online landing page was created to post information (including award date, contract term, ordering procedures, legality as a purchasing vehicle, frequent Q&As, checklists to identify a contract sale, links to the awarding entity, contact information, and the awarded Price List). (2) This information was compiled into two resources (a) a one-page PDF overview and (b) a detailed PDF with all necessary documents/information; (3) Kofile prepared PPTs and resources for training its sales team, with either regional workshops or one-on-one training. The contract was emphasized at the annual sales meeting with the opportunity for Q&A and success stories. (4) Kofile utilized the contract logos on its business cards, proposals, and conference exhibit booths. Proposals include information about the contract, links, and price list verification.

8
6

Logistics

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

When possible, Kofile prefers to utilize a personalized pickup with its own vehicles. This is a standard for large inventories (hundreds of volumes), or clients in proximity to a regional Lab. However, for small projects involving only a handful of items, Kofile sends a packing kit to the client. Kofile pre-arranges shipping charges for the project with the client. This is (1) a flat rate per item (this assists in scenarios in which the client needs a total price for budgeting purposes; or (2) actual shipping charges. Kofile selects the appropriate shipping service per history of performance, expediency, costs, and client preference. Approved LTL carriers, such as FedEx, are utilized for approved shipments.

8
7

Logistics

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

Kofile does not have distribution facilities. It does have regional service facilities, this includes: Dallas, TX (Corporate, Conservation & Digitization Lab) Carson City, NV (Conservation & Digitization Lab) Sun Valley, CA (Digitization & Micrographics Lab) Essex, VT (Conservation & Digitization Lab) Greensboro, NC (Conservation & Digitization Lab) Peachtree Corners, GA (Digitization & Indexing Lab)

Marketing and Sales

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

CONTRACT MARKETING AND CUSTOMER SUPPORT PLAN

1. Incoming Inquiries Following award, Kofile establishes multiple avenues for potential customers to initiate contact, such as the landing page linked via the Kofile website, a dedicated email, and a toll-free phone number. Kofile already supports these avenues through its website. Kofile works with OMNIA Partners to identify avenues to reach out to existing OMNIA Partners PPA.

Kofile Website Upon contract award, a link via the Kofile website is set up to include all required information and sub-links, to include: ? Phone number ? Company detail and credentials ? Description & examples of products and services ? Case studies

Inquiry Number Kofile has a dedicated toll-free phone number for incoming inquiries, which routes to the appropriate personnel (such as the regional Account Executive or AE). Calls are routed by administrative personnel during business hours, and an answering service after hours.

2. Identifying Potential PPA and Initiating Contact Kofile engages its teams to identify and proceed with targeted contact to potential customers. Kofile communicates available services, associated benefits, and details to engage potential clients with its account management team. Direct contact includes pre-determined remote/in office visits, digital mailings, word-of-mouth, and vendor opportunities at conferences/workshops.

Establishing Contact [Email, LinkedIn, Phone] Contacts receive relevant case studies, education articles, and invitations to events of interest.

Engagement The business development team hands the contact over to the account management to guide through the next stages of assessment and purchase.

3. Create Awareness and Generate Interest Prepare general awareness and educational campaigns and day-to-day activities to communicate available products and services. Develop new use cases to target areas of interest.

Campaign Elements Campaigns have a multi-pronged approach combining the following: ? Email ? Specific emails at regular intervals, telling a story in small parts ? Webinar(s)—one or a series. ? Video ? Case studies ? Physical events

90 Day Marketing Campaign Campaigns commence upon award/contract execution: ? Day 1: Send email from Executive Leadership team to all client opportunities waiting on a Kofile national COOP contract. ? Week 1: Commence training of sales, internal teams, executives, and partners on how to sell using OMNIA Partners to speed up the purchasing approvals and process. ? Weeks 2-4: Develop a campaign to include materials and one pagers to inform clients of the new partnership and contract. Kofile AEs also have assigned tasks to follow up the initial marketing email with phone calls to ensure awareness. ? Weeks 5-8: Review joint marketing with OMNIA to do a potential webinar to educate on how to use and pitch OMNIA Partners to purchasing during the selling process. ? Weeks 9-12: Follow-up training for Kofile AEs. This is managed through dashboard reporting and tracking. Each opportunity is flagged as a Master Agreement being the purchasing vehicle. These are reviewed, and training and assistance are utilized for each. ? Ongoing: Kofile monitors to enhance all marketing campaigns, emails, and training documents. Additional training documents and one pagers are distributed to educate and move deals through the pipeline.

4. Regular Communication Channels and Methods Alongside the other efforts, Kofile daily targets communication through social channels and other outreach mediums.

Daily Messaging To create a sense of community, Kofile communicates to the potential and existing clients via social marketing channels: LinkedIn, Facebook, YouTube

Local Events Kofile regularly attends vendor opportunities via the network of State and Local Government professional associations (this numbers exceeds 150 events per year). Participation includes event sponsorships and staffed booth exhibits.

90-day Plan

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI

- Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

CONTRACT MARKETING AND CUSTOMER SUPPORT PLAN

1. Incoming Inquiries Following award, Kofile establishes multiple avenues for potential customers to initiate contact, such as the landing page linked via the Kofile website, a dedicated email, and a toll-free phone number. Kofile already supports these avenues through its website. Kofile works with OMNIA Partners to identify avenues to reach out to existing OMNIA Partners PPA.

Kofile Website Upon contract award, a link via the Kofile website is set up to include all required information and sub-links, to include: ? Phone number ? Company detail and credentials ? Description & examples of products and services ? Case studies

Inquiry Number Kofile has a dedicated toll-free phone number for incoming inquiries, which routes to the appropriate personnel (such as the regional Account Executive or AE). Calls are routed by administrative personnel during business hours, and an answering service after hours.

2. Identifying Potential PPA and Initiating Contact Kofile engages its teams to identify and proceed with targeted contact to potential customers. Kofile communicates available services, associated benefits, and details to engage potential clients with its account management team. Direct contact includes pre-determined remote/in office visits, digital mailings, word-of-mouth, and vendor opportunities at conferences/workshops.

Establishing Contact [Email, LinkedIn, Phone] Contacts receive relevant case studies, education articles, and invitations to events of interest.

Engagement The business development team hands the contact over to the account management to guide through the next stages of assessment and purchase.

3. Create Awareness and Generate Interest Prepare general awareness and educational campaigns and day-to-day activities to communicate available products and services. Develop new use cases to target areas of interest.

Campaign Elements Campaigns have a multi-pronged approach combining the following: ? Email ? Specific emails at regular intervals, telling a story in small parts ? Webinar(s)—one or a series. ? Video ? Case studies ? Physical events

90 Day Marketing Campaign Campaigns commence upon award/contract execution: ? Day 1: Send email from Executive Leadership team to all client opportunities waiting on a Kofile national COOP contract. ? Week 1: Commence training of sales, internal teams, executives, and partners on how to sell using OMNIA Partners to speed up the purchasing approvals and process. ? Weeks 2-4: Develop a campaign to include materials and one pagers to inform clients of the new partnership and contract. Kofile AEs also have assigned tasks to follow up the initial marketing email with phone calls to ensure awareness. ? Weeks 5-8: Review joint marketing with OMNIA to do a potential webinar to educate on how to use and pitch OMNIA Partners to purchasing during the selling process. ? Weeks 9-12: Follow-up training for Kofile AEs. This is managed through dashboard reporting and tracking. Each opportunity is flagged as a Master Agreement being the purchasing vehicle. These are reviewed, and training and assistance are utilized for each. ? Ongoing: Kofile monitors to enhance all marketing campaigns, emails, and training documents. Additional training documents and one pagers are distributed to educate and move deals through the pipeline.

4. Regular Communication Channels and Methods Alongside the other efforts, Kofile daily targets communication through social channels and other outreach mediums.

Daily Messaging To create a sense of community, Kofile communicates to the potential and existing clients via social marketing channels: LinkedIn, Facebook, YouTube

Local Events Kofile regularly attends vendor opportunities via the network of State and Local Government professional associations (this numbers exceeds 150 events per year). Participation includes event sponsorships and staffed booth exhibits.

90

Transition

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

For the last years of Kofile's GSA Schedule (2019-2022), Kofile totaled \$37.7M in sales reported (\$15.2M non-Texas customers). Kofile is excited to have a national COOP, with multiple opportunities poised to utilize the OMNIA Partners Master Agreement. Kofile promotes use of a COOP when the project exceeds state and/or local purchasing thresholds for competitive bidding. If the client has an existing contract, or active RFP award, Kofile will continue utilizing that it to the end of its term. The only COOP contract Kofile currently holds is TXMAS Contract No. TXMAS-23-92001. Use is limited to within Texas, and positioned as a primary COOP vehicle in Texas. Kofile has an existing customer base utilizing this contract. Kofile will honor any Texas customer requests to utilize OMNIA Partners as a purchasing vehicle. Fees for this contract total 2.25% (1.5% responsible by the client), so Kofile will operate in the best interest of its clients in terms of fees associated with the purchase.

91

Logo

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☒ Yes

☐ No

92

Sales

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☒ Yes

☐ No

93

Training

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☒ Yes

☐ No

9
4**Responsibility**

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support – TBD, 214-351-4800 Marketing – Carl Baca, VP – Marketing, carl.baca@kofile.com, 214-351-4800 Sales – Michael Hill, CRO, micheal.hill@kofile.com, 214-351-4800 Sales Support – Shuana Flume, shauna.flume@kofile.com, Sr Manager, Revenue Operations, 214-351-4800 Financial Reporting – A/R, ar@kofile.com, 214-351-4800 Accounts Payable – A/P, ap@kofile.com, 214-351-4800 Contracts – Michael Strachan, Legal Counsel, legal@kofile.com, 214-351-4800

9
5**Sales Force**

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Sales – Michael Hill, CRO, micheal.hill@kofile.com, 214-351-4800 The Kofile Sales Team currently has four regions, each with a Regional Vice President (including Northeast, Southeast, Central, and Western). Account Executives (AEs) within these regions are responsible for relationships with State, County, and Local Government officials. Many of these sales personnel hold ten to 40+ years of experience selling to local government entities in their regions.

9
6**Implementation**

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

The Kofile Team has experience promoting use of an OMNIA Partners Contract through a relationship with DLT. Koifile will use the same deployment approach, but expedited as Kofile has projects waiting for this contract award. Kofile's Sales and Marketing Departments are available to support the Implementation of this project. As Kofile's primary customer (99% of projects) are all state and local governments, a cooperative purchasing vehicle available on a national scale has been greatly needed. In fact, Kofile contacted the TXMAS Program, asking if the State of Texas would give permission for entities from other states to piggyback, and it was concluded that the TXMAS Program would remain limited to Texas. Therefore, there is a great need to have a competitively awarded solicitation with piggyback capability for multiple projects across the nation. For several years, Kofile has maintained standing as the 2nd-3rd highest grossing vendor on TxSmartBuy. At the end of Kofile's GSA Contract, the last three years (2019-2022), saw \$35.4M in sales reported. Kofile is excited to have a cooperative purchasing vehicle to extend to its clients and sales team. Kofile looks forward to the cooperative approach that OMNIA Partners provides to its vendors. Kofile is looking to grow and expand and build strong customer bases in each State, so having a cooperative partner is crucial. Kofile does and has held multiple GSA Contracts, and CMAS and TXMAS. Kofile used a multi-factor process to introduce the contract to clients: (1) an online landing page was created to post information (including award date, contract term, ordering procedures, legality as a purchasing vehicle, frequent Q&As, checklists to identify a contract sale, links to the awarding entity, contact information, and the awarded Price List). (2) This information was compiled into two resources (a) a one-page PDF overview and (b) a detailed PDF with all necessary documents/information; (3) Kofile prepared PPTs and resources for training its sales team, with either regional workshops or one-on-one training. The contract was emphasized at the annual sales meeting with the opportunity for Q&A and success stories. (4) Kofile utilized the contract logos on its business cards, proposals, and conference exhibit booths. Proposals include information about the contract, links, and price list verification. With a strong Marketing Department, Kofile looks forward to building case studies and success stories to share across the nation with its OMNIA Partners.

9
7**Program Management**

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Kofile will identify a Contract Manager to ensure compliance with Region 4 and OMNIA Partners. Kofile recommends individual Item Nos. to assist tracking price points associated with this award through proposal to NetSuite to invoicing. NetSuite and Project Acceptance will build identifiers to flag orders as OMNIA Partners/Region 4 Master Agreement projects.

9
8**Supplier's Customer List**

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

9
9**System Capabilities and Limitations**

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Kofile has heavily invested in its NetSuite system, as previously discussed. NetSuite integration provides real-time tracking for production efficiency and visibility of record and project status. This is the sole system used for project management and billing. This system offers the following components to order management. Customizable: tailor tracking to specific needs and preferences Flexible: adapt to changing needs and accommodate different tracking scenarios Scalable: handle increasing volumes of data tracking Kofile uses Salesforce for sales account management.

1
0
0**Projected Sales Year One**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

1
0
1**Projected Sales Year Two**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

1
0
2**Projected Sales Year Three**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

1
0
3**Not-to-exceed Pricing**

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

☒ Yes☐ No

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Kofile Technologies, Inc.

Address 6300 Cedar Springs Road

City/State/Zip Dallas, TX 75235

Telephone No. 214-351-4800

Email Address preserve@kofile.com

Printed Name Michael Hill

Title Chief Revenue Officer

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Exhibit B Administration Agreement	Section 7 Confidentiality	Propose edits to make confidentiality requirements mutual. See attached Administration Agreement redlines.	
	Section 8 Disclaimer	Propose edits to make limitation of certain damage types mutual. See attached Administration Agreement redlines.	
	Section 18 Assignment	Proposed edits to make permissibility of assignment in certain circumstances mutual. See attached proposed redline of Administration Agreement.	
RFP Section III	4 Additional Agreements	See attached Additional Agreements which contains a) Supplemental Terms & QuickLink Addendum applicable to Participating Agencies; and b) QuickLink Addendum applicable to Region 4 ESC in the event of its purchase of QuickLink software service.	
Attachment D Exhibit A Response for National Cooperative Contract	2.2 Pricing Commitment	To the extent this Section prohibits Supplier from offering lower pricing on any individual sale, Kofile takes exception. Kofile can commit that it will not publish any price list lower than its not-to-exceed pricing list provided under the Master Agreement.	
	3.3(M) Marketing and Sales	To the extent this Section is intended to require Supplier to report sales to OMNIA Partners obtained as a result of a successful RFP (solicitation), Kofile takes exception except when a customer indicates a desire to utilize the Master Agreement in addition to the RFP (solicitation) process.	

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

January 5, 2024

Date



Authorized Signature & Title

Michael Hill
Chief Revenue Officer
Kofile Technologies, Inc.

Section/Page	Term, Condition, or Specification	Trade Secret of Proprietary Information
Item No. 63	Annual sales for the three previous fiscal years.	As a private company, this information is not publicly available. Please keep confidential under the protections for trade secrets and proprietary information.
Item No. 64	Annual sales for the three previous fiscal years.	As a private company, this information is not publicly available. Please keep confidential under the protections for trade secrets and proprietary information.
Item No. 65	Annual sales for the three previous fiscal years.	As a private company, this information is not publicly available. Please keep confidential under the protections for trade secrets and proprietary information.
Item No. 78	Contractor Relationships - List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.	As a private company, this information is not available publicly. Please keep confidential under the protections for trade secrets and proprietary information.
Item No. 98	98. Supplier's Customer List - State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.	As a private company, this information is not available publicly. Please keep confidential under the protections for trade secrets and proprietary information.

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

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

Company

Kofile Technologies, Inc.

Contact



Signature

Michael Hill

Printed Name

Chief Revenue Officer

Position with Company

Address

6300 Cedar Springs Road

Dallas, TX 75235

**Official
Authorizing
Proposal**



Signature

Michael Hill

Printed Name

Chief Revenue Officer

Position with Company

Phone

214-351-4800

Fax

214-442-6669

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1108787

Date Filed:
01/04/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kofile Technologies, Inc
Dallas, TX United States

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

Region 4 Education Service Center (ESC)

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation No. RFP 23-10
Digital Solutions and Records Management

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mohn, Jonathan	Dallas, TX United States	X	
	Williams, George	Dallas, TX United States	X	
	Sutterer, Lucas	Dallas, TX United States	X	
	Slonaker, Sharon	Dallas, TX United States	X	
	Inc., Kofile,	Dallas, TX United States	X	
	Crosno, Michael	Dallas, TX United States	X	

5 Check only if there is NO interested Party.

☐

6 UNSWORN DECLARATION

My name is Jonathan Mohn, and my date of birth is 05-02-1966.

My address is 6300 Cedar Springs Road, Dallas, TX, 75235, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 5th day of January, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Michael Hill, as an authorized representative of

Kofile Technologies, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

January 5, 2024

Date

COMPANY DATA	
Organization Legal Name	Kofile Technologies, Inc.
Tax ID/FEIN	26-4034328
State/Date of Incorporation	1/8/2009 Delaware (Corporation)
SAM.GOV UEI No.	GUUCEJ3BYEB4
Physical Address	Corporate: 6300 Cedar Springs Road, Dallas, TX 75235
Mailing Address	P.O. Box 541028, Dallas, TX 75354
Website	www.kofile.com

Update your information with D-U-N-S® Manager

Report as of: 01-05-2024

KOFILE TECHNOLOGIES, INC.

Alerts:

ACTIVE

HEADQUARTERS

Address: 6300 Cedar Springs Rd, Dallas, TX, 75235, United States

SCORES AND RATINGS

PAYDEX® Score ⓘ

57

MODERATE RISK

Delinquency Predictor
Percentile ⓘ

11

MODERATE-HIGH RISK

Raw Score: 455

Financial Stress
Percentile ⓘ

26

MODERATE RISK

Raw Score: 1428

Supplier Evaluation
Risk Rating ⓘ

4

LOW RISK

D&B Rating ⓘ

UNAVAILABLE

Unlock all the features of CreditBuilder™

The only product on the market that allows you to monitor and potentially build your
D&B® credit file.

Call **1-855-315-3720** to learn more

COMPANY PROFILE ⓘ

**D-U-N-S**

07-829-6441

Business Form

Corporation

Ownership

Not publicly traded

Mailing Address

PO Box 541028

Dallas, TX 75354

United States

Telephone

(214) 442-6668

Website

www.kofile.com

Annual Sales

US\$ 31,070,785

Employees ⓘ

266 (164 here)

Age (Year Started)

13 (2011)

Named Principal

John Woolf, Principal

Line of Business

Library

LEGAL EVENTS ⓘ

Events	▼ Open Count	▼ Last Filed	▼
Bankruptcies	0	-	
Judgments	0	-	
Liens	1	09-13-2023	
Suits	0	-	
UCC	3	10-27-2022	

TRADE PAYMENTS ⓘ

Highest Past Due

US\$ 5,000

Highest Now Owing

US\$ 20,000

Total Trade Experiences

48

Largest High Credit

US\$ 45,000

Average High Credit

US\$ 7,633

OWNERSHIP ⓘ

This company is a **Subsidiary, Parent/Headquarters**.

Audax Group Limited Partnership
United States
D-U-N-S Number 09-026-9437

Total Members in Family Tree - 191

Subsidiaries

39

Branches

151

FINANCIAL OVERVIEW ⓘ

Source:

INQUIRIES ⓘ

12 Month Summary

Total number of Inquiries

62 ⓘ

Unique Customers

20

*Trade References will be added subject to Dun & Bradstreet verification and acceptance. Dun & Bradstreet cannot guarantee that trade references will be accepted or that accepted trade references will impact your business credit file. Please see <https://www.dandb.com/glossary/trade-references/> for eligibility, process and other information regarding Trade References.

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a

Version May 18, 2023

OMNIA PARTNERS EXHIBITS
EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS

contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

OMNIA PARTNERS EXHIBITS
EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

(Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES MH Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

Does offeror agree? YES MH Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES MH Initials of Authorized Representative of offeror

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception

Version May 18, 2023

OMNIA PARTNERS EXHIBITS
EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS

to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES MH Initials of Authorized Representative of offeror

Offeror's Name: Kofile Technologies, Inc.

Address, City, State, and Zip Code: 6300 Cedar Springs Road, Dallas, TX 75235

Phone Number: 214-351-4800

Fax Number: 214-442-6669

Printed Name and Title of Authorized Representative: Michael Hill, Chief Revenue Officer

Email Address: preserve@kofile.com

Signature of Authorized Representative: _____

Date: January 9, 2024

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES MH Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Kofile Technologies, Inc.

Address, City, State, and Zip Code:

6300 Cedar Springs Rd, Dallas, TX 75235

Phone Number: 214-351-4800

Fax Number: 214-442-6669

Printed Name and Title of Authorized Representative:

Michael Hill, Chief Revenue Officer

Email Address:

preserve@kofile.com

Signature of Authorized Representative: 

Date: January 9, 2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the

applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback 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 FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in

compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized

representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of

amounts in excess of \$150,000 under a federal grant.

- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification.** If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Kofile Technologies, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Michael Hill, Chief Revenue Officer

Name and Title of Contractor's Authorized Official

January 9, 2024

Date

OMNIA PARTNERS EXHIBITS
EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard.** 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability.** This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. Suggested Language.**

 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpq-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

OMNIA PARTNERS EXHIBITS
EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. “This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Kofile Technologies, Inc.

Address, City, State, and Zip Code:
6300 Cedar Springs Road, Dallas, TX 75235

Phone Number: 214-351-4800 Fax Number: 214-442-6669

Printed Name and Title of Authorized Representative:
Michael Hill, Chief Revenue Officer

Email Address: preserve@kofile.com

Signature of Authorized Representative: 

Date: January 9, 2024

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Statement of Ownership Disclosure
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	McBride-Principles

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Kofile Technologies, Inc.

Organization Address: 6300 Cedar Springs Road, Dallas, TX 75235

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Kofile, Inc.	6300 Cedar Springs Road, Dallas, TX 75235

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
Not Applicable	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Kofile Intermediate Holdings, LLC	6300 Cedar Springs Road, Dallas, TX 75235
Kofile Intermediate Holdings II, Inc	6300 Cedar Springs Road, Dallas, TX 75235
Kofile Group Holdings, L.P.	101 Huntington Ave, 25th Floor, Boston, MA 02199
AG Kofile Holdings, LP	6300 Cedar Springs Road, Dallas, TX 75235
Audax Private Equity Fund VI-A, L.P. *	6300 Cedar Springs Road, Dallas, TX 75235
Audax Private Equity Fund VI-B, L.P.*	6300 Cedar Springs Road, Dallas, TX 75235
Audax PE VI Co-Invest, a series of Audax Co-Invest Series, LLC*	6300 Cedar Springs Road, Dallas, TX 75235
*NOTE: There are no individual or entity owners with greater than 10% indirect ownership in Vendor in any of these 3 entities. Please see the following page for a detailed Statement of Ownership.	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Michael Hill	Title:	Chief Revenue Officer
Signature:		Date:	January 9, 2024

Statement of Ownership: Kofile Technologies, Inc.

Vendor: Kofile Technologies, Inc. is 100% owned by Kofile, Inc.:

Kofile, Inc. is 100% owned by Kofile Intermediate Holdings, LLC;

Kofile Intermediate Holdings, LCC is 100% owned by Kofile Intermediate Holdings II, Inc.;

Kofile Intermediate Holdings II, Inc. is 100% owned by Kofile Group Holdings, LP;

Kofile Group Holdings, L.P. has the following owner with greater than 10% indirect interest (through ownership in the entities referenced above) in the Vendor: AG Kofile Holdings, LP
AG Kofile Holdings, LP has the following owners with greater than 10% indirect interest (through the entities referenced above) in the Vendor:

Limited partner Audax Private Equity Fund VI-A, L.P.
Audax Private Equity Fund VI-B, L.P.; and
Audax PE VI Co-Invest, a series of Audax Co-Invest Series, LLC

There are no individual or entity owners with greater than 10% indirect ownership in Vendor in any of these three entities.

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

State of Texas
County of Dallas

I, Michael Hill residing in Sarasota
(name of affiant) (name of municipality)
in the County of Sarasota and State of Florida of full
age, being duly sworn according to law on my oath depose and say that:

_____ the bidder making this Proposal for the bid

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 Education Service Center (RSC) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

Subscribed and sworn to

[Signature]

Signature

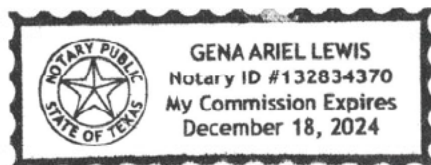
Ernesto L.

Michael Hill
(Type or print name of affiant under signature)

Notary public of The State of Texas

My Commission expires Dec 18 2024

(Seal)



**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Kofile Technologies, Inc.
Street: 6300 Cedar Springs Road
City, State, Zip Code: Dallas, TX 75235

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

January 9, 2024

Date



Authorized Signature and Title

Michael Hill
Chief Revenue Officer
Kofile Technologies, Inc.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 45331

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2022 to 15-AUG-2025

KOFILE TECHNOLOGIES, INC.
6300 CEDAR SPRINGS ROAD
DALLAS TX 75235



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:** Kofile Technologies, Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☒ Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name: Kofile, Inc.	Name:
Home Address: 6300 Cedar Springs Road, Dallas TX 75235	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 10th day of January, 2024

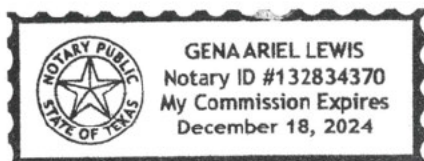
(Notary Public)

My Commission expires: Dec 18 2024

(Affiant)

Michael Hill, Chief Revenue Officer
(Print name & title of affiant)

(Corporate Seal)



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.



OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.



Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Michael Hill

Printed Name of Authorized Agent



Signature of Authorized Agent

Chief Revenue Officer

Title

January 9, 2024

Date

Kofile Technologies, Inc.

Company Name

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: KOFILTE TECHNOLOGIES, INC.

Trade Name:

Address: ONE ALLEN MARTIN DR
ESSEX, VT 05452-3403

Certificate Number: 1468470

Effective Date: February 23, 2009

Date of Issuance: November 29, 2023

For Office Use Only:

20231129112955968

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Michael Hill Title: Chief Revenue Officer

Signature:  Date: January 9, 2024

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 45331

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2022 to 15-AUG-2025

KOFILE TECHNOLOGIES, INC.
6300 CEDAR SPRINGS ROAD
DALLAS TX 75235



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: RFP 23-10

VENDOR/BIDDER: Kofile Technologies, Inc.

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

A handwritten signature in black ink, appearing to read "Michael Hill".

January 9, 2024

Signature

Date

Michael Hill, Chief Revenue Officer

Print Name and Title

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ____ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

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

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Each party (a "Receiving Party") acknowledges that, in connection with its access to the other parties confidential information and/or supply of data to the other party, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "Data Regulations").

With regard to Personal Information that a Receiving Party collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct

business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, each party certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Each party will reasonably assist the other in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide information reasonably necessary to respond to such requests. Where a party collects Personal Information directly from Public Agencies or others on the other party's behalf, they will maintain records and the means necessary to enable the other party to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the

foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of percent (%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement may be assigned by a party to an affiliate, any purchaser of any or all or substantially all of the party's assets, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

Kofile Technologies, Inc.
6300 Cedar Springs Road
Dallas, TX 75235
Attention: Legal Department

With copy to: Legal@Kofile.com

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the

parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR

Signature
Name
Title
Date

Signature
Sarah Vavra
Name
Sr. Vice President, Public Sector Contracting
Title
Date

ADDITIONAL AGREEMENT WITH SUPPLEMENTAL TERMS APPLICABLE TO PARTICIPATING AGENCY PROJECTS

KOFILE STANDARD TERMS AND CONDITIONS AND QUICKLINK® ADDENDUM FOR PARTICIPATING AGENCIES

Last Revised Date January 1, 2024

These Standard Terms and Conditions ("Terms") are incorporated into and a part of the contract between Kofile and Participating Agencies (each a "Customer") purchasing through a Master Intergovernmental Cooperative Purchasing Agreement with Region 4 Education Service Center and the National Intergovernmental Purchasing Alliance Company ("Omnia Partners") through which Kofile provides services or products (collectively "Services") are provided to Customer. Customer and Kofile may each be referred to as a "Party" and together the "Parties."

1. Scope and Timing of Services

Kofile will provide Services as outlined in a Proposal or Purchase Order document executed by the Parties (an "Order"). Unless otherwise agreed upon between the Parties, Kofile will arrange for the transportation of the Customer records for Service as necessary and Kofile may use third parties to provide certain portions of the Services. Kofile will use reasonable efforts to complete the Services within the time period(s) indicated in an Order or as otherwise agreed to by the parties. If Services include a QuickLink® subscription the terms contained in the QuickLink® Addendum will be applicable. The QuickLink® addendum will control in the event they conflict with these terms.

2. Term

The Agreement will become effective as to the Customer on the date ("Effective Date") an Order is fully signed by an authorized representative of both Parties and will remain in effect for the term identified in the Order ("Initial Term"). If no term is identified in the Order, the Agreement will remain in effect until any of the following occurs: a) delivery of product(s), (b) completion and acceptance by Customer of Services; c) termination by either party; or d) as outlined in the QuickLink® Addendum when applicable.

3. Termination

Except as set forth herein, this Agreement is subject to termination for convenience and without penalty by either party with no less than thirty (30) days written notice to the other party. Either party may terminate this Agreement for a material breach of the other party if such breach remains uncured after ten (10) days written notice to the other party. Kofile will use reasonable efforts not to incur additional fees upon

notice of termination. Customer will be responsible for payment of all Services performed through the termination date.

4. Payment Terms

- a. Fees. Customer will timely pay all undisputed amounts required under the Agreement. Kofile's Order pricing is provided as good faith estimate of cost based upon information about the project provided to or understood by Kofile as of the Effective Date. Actual pricing may vary based upon the actual quantity and condition of records as determined after a full assessment performed by Kofile once it receives the Records. As a result, actual price may vary from an estimated price. Kofile will notify Customer of deviations from estimated pricing. Kofile will not perform work exceeding an estimated price without prior written approval from Customer.
- b. Invoicing and Payment. Unless otherwise agreed to in writing by the parties, payment fees for Services (excluding QuickLink®) will be one-half of estimated fees upon execution of the Order and the remaining balance upon final delivery. Customer will pay all invoiced amounts due within 30 days of the date on the applicable invoice. Customer is responsible for providing complete and current billing and contact information.
- c. Taxes. Unless indicated otherwise in the Order, Customer is exempt from Taxes and can provide an exemption certificate or citation to legal authority outlining Customer's tax-exempt status. Fees do not include any taxes, levies, duties, or similar assessments of any kind including value-added, sales, use or withholding taxes. Kofile is responsible for taxes assessed against Kofile based on its income, property, or employees.
- d. Suspension. Kofile may suspend provision of Services to Customer if Customer does not pay in full any undisputed balance within sixty (60) days of the date of an invoice until Customer satisfies any undisputed. Kofile will provide prior notice of suspension of Service(s) pursuant to this Section.

5. Indemnification

Kofile shall defend, indemnify, and hold harmless the Customer and its officers, agents, and employees, from any and all losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments, or other liabilities (collectively "Claims") arising directly out of Kofile's willful misconduct or negligent performance of any Services provided pursuant to this Agreement. Kofile's indemnification obligation shall only exist for the Term of this Agreement. Nothing in this Agreement shall be construed to require Kofile to provide indemnification for Claims (a) arising out of or otherwise related to, in whole or in part, the negligence or willful misconduct of the Customer or (b) concerning or otherwise related to the accuracy or inaccuracy, content, or omission of any information provided by, or on behalf of, Customer to Kofile.

6. Limitation of Liability

UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES PAID BY CUSTOMER TO KOFIL IN THE MOST RECENT TWELVE (12) MONTHS.

UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. Insurance

Kofile shall maintain in full force and effect, for the term of this Agreement, the following types of insurance: (a) Commercial General Liability insurance of not less than \$2,000,000.00 each occurrence, and \$2,000,000.00 in the aggregate, (b) Automobile Liability insurance of not less than \$2,000,000.00 combined single limit, (c) Errors and Omissions Liability insurance of not less than \$5,000,000.00, and (d) Workers' Compensation insurance meeting or exceeding the statutory requirements, and Cyber/Privacy insurance of not less than \$5,000,000.00. A Certificate of Insurance confirming these coverages and limits will be provided to the Customer upon request. Customer will be listed as an additional insured on the commercial general liability and automobile coverage policies solely to the extent (a) of the required insurance limits and (b) of the risks and liabilities assumed by Kofile in this Agreement. Kofile shall cause insurer to furnish to Customer future certificate(s) evidencing the insurance described herein at any time upon request. Kofile will provide Customer with no less than thirty (30) days' notice of any material change, notice of non-renewal or cancellation.

8. Confidentiality

Subject to legal process and any public records request laws, information disclosed by or otherwise obtained from a party ("Disclosing Party") to or by the other party ("Receiving Party"), designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, will be maintained in confidence by the Receiving Party. Customer will provide Kofile sufficient notice of any public records request pertaining to Kofile information to allow Kofile time to identify to Customer any applicable exemptions to disclosure for Customer's consideration.

Confidentiality Safeguards. Kofile will maintain appropriate physical, administrative and technical safeguards to protect Confidential Information constituting non-public personal information provided to it by Customer. Kofile will only use and disclose non-public information to its employees, agents, or subcontractors for the purpose of providing Service subject to the terms of the Agreement. Kofile will be permitted to compile and use aggregated or anonymized data from certain Services for Kofile's business purposes provided Customer is not identified as the source of such data. Upon creation, Kofile will be the owner of any aggregated or anonymized data and may copy, comingle, and use such data for analytics, improving our services, or any other lawful purpose.

9. Customer Property

All Customer property, including Records, sent to Kofile by Customer will remain the property of Customer. Upon written request, Kofile will return to Customer any Customer property it may possess or control. Kofile may destroy any electronic images or copies of Customer property ninety (90) days after the completion of the Services

unless otherwise agreed upon by the parties. Kofile will provide Customer reasonable access to, or copies of, Records upon request while in the custody or control of Kofile.

Except as otherwise agreed by the Parties in writing, Customer will be responsible for payment to Kofile of a commercially reasonable monthly storage fee for Customer Property which Customer does not accept the return of from Kofile after no less than sixty (60) days written notice by Kofile of its desire to return Customer Property. Customer authorizes Kofile to utilize third-party storage locations for purposes of storage under this Section.

10. Service Warranty

Kofile warrants to the Customer that all Services provided under this Agreement will be performed in a manner consistent with or greater than that degree of care, qualification, and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the time the Services were performed. If any work is reasonably determined by Customer to be less than professional quality, Kofile will correct such work without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to reworking of the unsatisfactory product without change to the original specifications and without regard to the amount of effort expended on the original work product.

THE GOODS AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. EXCEPT FOR THE SERVICE WARRANTY PROVIDED HEREIN, KOFIL AND ITS AFFILIATES AND AGENTS: 1) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; 2) DO NOT WARRANT THAT ACCESS TO GOODS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE OR PROVIDED THROUGH SERVICES IS ACCURATE, COMPLETE OR FREE OF VIRUSES OR OTHER HARMFUL CONTENTS OR COMPONENTS; 3) SHALL IN NO EVENT BE LIABLE FOR ANY INACCURACY, ERROR, OMISSION, OR LOSS, INJURY OR DAMAGE (INCLUDING LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY FAILURES, DELAYS, OR INTERRUPTIONS OF CUSTOMER.

11. QuickLink® © Subscription. If the Proposal provides for the provision of a subscription to QuickLink® the terms and conditions in the QuickLink® Addendum (below) apply and are incorporated into this Agreement.

12. General

a. No Actions, Suits, Proceedings, or Debarment. Kofile warrants there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Kofile's ability to fulfill its obligations under this Agreement. Kofile certifies as of the date of the Agreement, Kofile is not on the federal government's list of suspended, ineligible, or debarred contractors.

b. Relationship. The parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.

c. Assignment. Kofile will not assign, transfer, or convey its interest in the Agreement between Kofile and Customer without the prior written consent of Customer, which will not be unreasonably withheld. Notwithstanding the foregoing, Kofile may freely assign this Agreement to a corporate affiliate or in the event of the sale of all, or substantially all, of its assets.

d. Notices. All notices to Customer will be sent to the address identified on the Proposal. Notices to Kofile will be sent to the following address:

Kofile Technologies, Inc.
6300 Cedar Springs Road
Dallas, Texas 75235
Attention: Legal Department
kofile@legal.com

All notices must be made either via email, conventional mail, or overnight courier. Notice sent via conventional mail, using registered mail, is deemed received four (4) business days after mailing. Notice sent via email or overnight courier is deemed received twenty-four (24) hours after having been sent.

e. Survival. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 4 Payment Terms, 6 Indemnification, 7 Limitation of Liability, 9 Confidentiality, 10 Customer Property, 11 Service Warranty, and 12 General.

f. Severability. If any provision of this Agreement is determined to be illegal or invalid, they will be severed from the remainder of this Agreement without affecting the enforceability of the remaining portions.

g. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of the state of Customer's primary place of business without reference to the principles of conflicts laws.

h. Modification of Terms. The Agreement may not be amended or modified except in writing and signed by both parties to the Agreement.

i. Authority and Signatures. The individual signing the Agreement on behalf of each party represents they have authority to enter into the Agreement on behalf of their respective entities and the execution of the Agreement is an act of the entities and constitutes legal, valid, and binding obligations of the parties. Each party agrees the Agreement may be electronically signed, (digital or encrypted) and electronic signatures have the same force and effect as manually written signatures.

Kofile
QuickLink® Subscription Addendum
Last Revised January 1, 2024

The following terms and conditions apply to Customers Order for and use of QuickLink®, any new features that augment or enhance the current version of QuickLink®, including the release of new features and resources, shall be subject to this Agreement. You agree to use the Service at your own risk, and you understand Kofile is not responsible for the data or content uploaded or posted by you as a Customer or any User.

1. Subscription to the Services.

a. Subject to the terms of the Agreement and provided Customer is current on its fees under the Agreement, Kofile grants, and Customer hereby accepts, a nonexclusive, nontransferable, revocable subscription to access QuickLink® during the Term of the Agreement (the "Subscription"). QuickLink® is cloud-based service. Customer's Subscription authorizes Customer to access and use QuickLink® which remains in the cloud. The Subscription provided is only for the use of Customer. Customer may only allow its personnel (employees or agents) to have administrative access to the Service who are authorized to use the platform and have registered for an account and understand and agree to these TOU ("Authorized Users"). Customer may also allow non-administrative access to the platform to its customers, constituents, and other members of the public (hereinafter "End-Users") solely for purposes consistent with Customer's use of the Service. Customer is responsible for the acts and omissions of its personnel and Authorized Users.

b. Customer are prohibited from and agree not to, and will not allow its Authorized Users, under any circumstances to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the content in any way; (ii) modify or make derivative works based upon the Service or the content; (iii) create Internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Any and all rights not expressly granted hereby to the Customer are reserved by Kofile. QuickLink® may not be used in any way that is illegal or promotes illegal activities.

If you or any of your Users violate these TOU, we reserve the right, in our sole discretion, to suspend or terminate your Subscription with or without advance notice. Each user must keep their account and passwords confidential and not authorize any third party to access or use the Service on their behalf unless we provided an approved mechanism for such use. Customer must contact Kofile promptly if you suspect misuse of the account or any security breach with the Service. Customer is responsible for all activities that take place with its account and password and login information. Kofile is not responsible for any loss or damages arising from any unauthorized use of your account due to a violation of this paragraph.

2. Intellectual Property Rights.

Kofile alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the QuickLink® technology, the

content, the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information (collectively, "Feedback") provided by you or any other party relating to QuickLink®. Customer and Users hereby assign and agree to assign any and all rights, including copyright and other intellectual property rights, in and to any such Feedback to Kofile. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, technology, or its intellectual property rights.

All copyrights and/or other intellectual property rights, title and interests in a) software on which the Service is based and made available to the Customer and/or User, b) workflow processes, user interfaces, designs, source codes or other software components of the Service, c) content of Service including text and graphics, excluding Customer Data, d) trademarks, names or marks are the sole property of Kofile, and/or third parties having granted Kofile license for its use, and the Customer and/or User shall gain no rights to those intellectual property rights other than the limited, revocable, non-assignable, right of use as stipulated in this Agreement. The Customer and/or User retain all intellectual property rights in Customer Data.

3. Term.

QuickLink® subscriptions are for a period of one year. QuickLink® subscriptions will automatically renew for additional one-year periods unless a party provides sixty (60) days prior written notice of its intent not to renew. Either party may terminate the QuickLink® subscription for a material breach of this Agreement if, after providing fourteen (14) days written notice of the breach, it remains uncured.

4. Customer Data.

Customer Data means all the Customer records or originated content that is entered, uploaded, and in some instances stored in the QuickLink® ("Customer Data"). Kofile is not granted any ownership right in Customer Data. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that Customer or its Users provide or submit. Customer represents and warrants it has the necessary authority, consents, or permissions to share Customer Data with Kofile for use within the Service.

The Service is hosted either by Kofile or a subcontractor of Kofile's choice. All data stored as part of the Service is backed up on no less than hourly. If a Customer experiences loss of Customer Data, we will, as our exclusive responsibility and liability, use commercially reasonable efforts to promptly restore data from the most recent working backup. Kofile is not liable for any loss of Customer Data and Customer should maintain its own records and copies of Customer Data.

5. Customer Support and Maintenance.

Support. As part of your Subscription, we will provide Support for you as a Customer. Support resources are available from 8 AM to 5 PM Central Time, Monday through Friday, excluding holidays.

Maintenance. QuickLink® is a cloud-hosted solutions where maintenance and improvements are being rolled out to your platform as they are developed. While some of these improvements enhance your user experience and are noticeable changes to

the platform, others are performance related and work behind the scenes. Your Subscription includes access to these improvements as well as continued maintenance to the Service.

ADDITIONAL AGREEMENT WITH SUPPLEMENTAL TERMS APPLICABLE TO REGION 4 ESC PROJECTS

**Kofile
QuickLink® Subscription Addendum
Last Revised January 1, 2024**

The following terms and conditions apply to Customers Order for and use of QuickLink®®, any new features that augment or enhance the current version of QuickLink®, including the release of new features and resources, shall be subject to this Agreement. You agree to use the Service at your own risk, and you understand Kofile is not responsible for the data or content uploaded or posted by you as a Customer or any User.

1. Subscription to the Services.

a. Subject to the terms of the Agreement and provided Customer is current on its fees under the Agreement, Kofile grants, and Customer hereby accepts, a nonexclusive, nontransferable, revocable subscription to access QuickLink® during the Term of the Agreement (the "Subscription"). QuickLink® is cloud-based service. Customer's Subscription authorizes Customer to access and use QuickLink® which remains in the cloud. The Subscription provided is only for the use of Customer. Customer may only allow its personnel (employees or agents) to have administrative access to the Service who are authorized to use the platform and have registered for an account and understand and agree to these TOU ("Authorized Users"). Customer may also allow non-administrative access to the platform to its customers, constituents, and other members of the public (hereinafter "End-Users") solely for purposes consistent with Customer's use of the Service. Customer is responsible for the acts and omissions of is personnel and Authorized Users.

b. Customer are prohibited from and agree not to, and will not allow its Authorized Users, under any circumstances to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the content in any way; (ii) modify or make derivative works based upon the Service or the content; (iii) create Internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Any and all rights not expressly granted hereby to the Customer are reserved by Kofile. QuickLink® may not be used in any way that is illegal or promotes illegal activities.

If you or any of your Users violate these TOU, we reserve the right, in our sole discretion, to suspend or terminate your Subscription with or without advance notice Each user must keep their account and passwords confidential and not authorize any third party to access or use the Service on their behalf unless we provided an approved mechanism for such use. Customer must contact Kofile promptly if you suspect misuse of the account

or any security breach with the Service. Customer is responsible for all activities that take place with its account and password and login information. Kofile is not responsible for any loss or damages arising from any unauthorized use of your account due to a violation of this paragraph.

2. Intellectual Property Rights.

Kofile alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the QuickLink® technology, the content, the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information (collectively, "Feedback") provided by you or any other party relating to QuickLink®. Customer and Users hereby assign and agree to assign any and all rights, including copyright and other intellectual property rights, in and to any such Feedback to Kofile. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, technology, or its intellectual property rights.

All copyrights and/or other intellectual property rights, title and interests in a) software on which the Service is based and made available to the Customer and/or User, b) workflow processes, user interfaces, designs, source codes or other software components of the Service, c) content of Service including text and graphics, excluding Customer Data, d) trademarks, names or marks are the sole property of Kofile, and/or third parties having granted Kofile license for its use, and the Customer and/or User shall gain no rights to those intellectual property rights other than the limited, revocable, non-assignable, right of use as stipulated in this Agreement. The Customer and/or User retain all intellectual property rights in Customer Data.

3. Term.

QuickLink® subscriptions are for a period of one year. QuickLink® subscriptions will automatically renew for additional one-year periods unless a party provides sixty (60) days prior written notice of its intent not to renew. Either party may terminate the QuickLink® subscription for a material breach of this Agreement if, after providing fourteen (14) days written notice of the breach, it remains uncured.

4. Customer Data.

Customer Data means all the Customer records or originated content that is entered, uploaded, and in some instances stored in the QuickLink® ("Customer Data"). Kofile is not granted any ownership right in Customer Data. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that Customer or its Users provide or submit. Customer represents and warrants it has the necessary authority, consents, or permissions to share Customer Data with Kofile for use within the Service.

The Service is hosted either by Kofile or a subcontractor of Kofile's choice. All data stored as part of the Service is backed up on no less than hourly. If a Customer experiences loss of Customer Data, we will, as our exclusive responsibility and liability, use commercially reasonable efforts to promptly restore data from the most recent working backup. Kofile is not liable for any loss of Customer Data and Customer should maintain its own records and copies of Customer Data.

5. Customer Support and Maintenance.

Support. As part of your Subscription, we will provide Support for you as a Customer. Support resources are available from 8 AM to 5 PM Central Time, Monday through Friday, excluding holidays.

Maintenance. QuickLink® is a cloud-hosted solutions where maintenance and improvements are being rolled out to your platform as they are developed. While some of these improvements enhance your user experience and are noticeable changes to the platform, others are performance related and work behind the scenes. Your Subscription includes access to these improvements as well as continued maintenance to the Service.