

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TMA Systems, LLC, 1876 Utica Square, Third Floor, Tulsa, OK 74114 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Category 3.

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

**1. TERM OF CONTRACT**

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

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

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

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

### 3. PRICING

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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

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



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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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



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

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

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

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

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

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

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

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

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

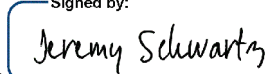
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

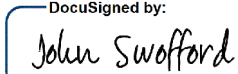
**22. CANCELLATION**

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

Sourcewell

TMA Systems, LLC

Signed by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 10/23/2024 | 2:11 PM CDT

DocuSigned by:  
  
By: BC5B8B402BAB4E6...  
John Swofford  
Title: Vice President of Sales  
Date: 10/23/2024 | 11:57 AM PDT

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

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## Vendor Details

Company Name: TMA Systems, LLC  
Does your company conduct business under any other name? If yes, please state: TMA Systems  
Address: 1876 Utica Square, Third Floor  
Tulsa, OK 74114  
Contact: John Swofford  
Email: john.swofford@tmasystems.com  
Phone: 918-858-6600  
Fax: 918-858-6655  
HST#: 73-1884384

## Submission Details

Created On: Wednesday May 22, 2024 10:17:18  
Submitted On: Thursday June 20, 2024 15:20:57  
Submitted By: John Swofford  
Email: john.swofford@tmasystems.com  
Transaction #: 96835fa0-c769-430b-b77f-26b86e779568  
Submitter's IP Address: 209.131.231.66

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	TMA Systems, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	C1FSLMRQ2C14
5	Proposer Physical Address:	TMA Systems 1876 Utica Square, Third Floor Tulsa, OK 74114
6	Proposer website address (or addresses):	<a href="https://www.tmasystems.com/">https://www.tmasystems.com/</a> <a href="https://www.riskpartner.com/">https://www.riskpartner.com/</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Swofford Vice President of Sales 1876 Utica Square, Third Floor Tulsa, OK 74114 john.swofford@tmasystems.com 918-284-9109
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Swofford Vice President of Sales 1876 Utica Square, Third Floor Tulsa, OK 74114 john.swofford@tmasystems.com 918-284-9109
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sarah Estevearena Chief Marketing Officer 1876 Utica Square, Third Floor Tulsa, OK 74114 sarah.estevearena@tmasystems.com 617-997-2003

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>TMA Systems provides facilities and asset management solutions that can be easily configured to your needs (CMMS, EAM, or IWMS). For more than 30 years, TMA has provided reliable, innovative and trusted software solutions that help facility executives deliver value by reducing downtime, increasing maintenance productivity, improving equipment reliability and saving money. Our flagship solution, WebTMA, provides all the functionality you need to manage and maintain your capital assets while optimizing maintenance team productivity.</p> <p>TMA Systems' Core Values Integrity Honesty and trust are essential to all our business relationships.</p> <p>Customers We anticipate our customers' needs and work to satisfy their organizational requirements.</p> <p>Associates We empower our associates to reach their full potential by providing an environment that utilizes their skills, creativity, and capabilities.</p> <p>Community We are fully committed to protecting the community, the environment, and other natural resources by operating in a safe, responsible, and reliable manner.</p> <p>Entrepreneurial Spirit Our corporate culture values and nurtures originality, inventiveness, and creativity through openness and reverence to the entrepreneurial spirit.</p> <p>Efficiency and Effectiveness Our dedication to operating in an effective manner is paramount to the success of TMA Systems and its clients.</p> <p>Collaborative Environment We value autonomy with a focus on cooperation to promote quick decisions and collective participation.</p> <p>Change We are always adapting to change to create opportunities that make us a successful organization.</p>
11	What are your company's expectations in the event of an award?	TMA Systems is committed to growing our client base and marketing to the Sourcwell network to provide them with a seamless, easy process for software selection and best-in-class software, professional services, and customer service.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	TMA Systems operates profitably from a strong financial position and is well-capitalized. It is a privately held company backed by Silversmith Capital Partners (\$3.3 billion under management), and financial information is not available publicly. Additional details may be available upon request under NDA.
13	What is your US market share for the solutions that you are proposing?	Over the past three years, 46% of TMA Systems' sales have been in the Education and Public sectors.
14	What is your Canadian market share for the solutions that you are proposing?	Approximately 10% of TMA Systems' revenue is from Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?  b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>b) TMA Systems produces innovative Enterprise Asset Management software and offers world-class services. Our Professional Services consultants and Support staff are employees of TMA Systems, ensuring our customers receive the level of service they expect. TMA will also augment our professional service and/ or software by contractually partnering with best-in-class third-party vendors to expand our portfolio. Examples would be on-site facilities condition assessment personnel for data collection or event management product enhancements.</p>
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	This is not applicable to our product and service offerings.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	G2: Leader, Spring 2023, G2: High Performer, Summer 2023, G2: Leader Mid-Market, Summer 2023, G2: Easiest to Do Business with, Winter 2023
20	What percentage of your sales are to the governmental sector in the past three years	11% over the last three years
21	What percentage of your sales are to the education sector in the past three years	35% over the last three years
22	List any state, provincial, or cooperative purchasing contracts that you hold.  What is the annual sales volume for each of these contracts over the past three years?	NA
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.  What is the annual sales volume for each of these contracts over the past three years?	<p>TMA holds a GSA purchasing contract (#GS-35F-0702V).</p> <p>2021: \$1.75m 2022: \$1.81m 2023: \$2.04m</p>

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
The Gathering Place	Ken Sutter	(918) 947-6222
City of Tampa	Anja Davis	(813) 348-6540
Villanova University	Dorothy Scholnick	610-519-3892
Pepperdine University	James Lockhart	310-738-7268

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
The Gathering Place	Non-Profit	Oklahoma - OK	Comprehensive asset management, system configuration, integrations, user training, ongoing support, and performance reporting	TMA Systems maintains confidentiality regarding individual client information.	TMA Systems maintains confidentiality regarding individual client information.
City of Tampa	Government	Florida - FL	Comprehensive asset management, system configuration, integrations, user training, ongoing support, and performance reporting	TMA Systems maintains confidentiality regarding individual client information.	TMA Systems maintains confidentiality regarding individual client information.
City and County of San Francisco	Government	California - CA	Comprehensive asset management, system configuration, integrations, user training, ongoing support, and performance reporting	TMA Systems maintains confidentiality regarding individual client information.	TMA Systems maintains confidentiality regarding individual client information.
Pepperdine University	Education	California - CA	Comprehensive asset management, system configuration, integrations, user training, ongoing support, and performance reporting	TMA Systems maintains confidentiality regarding individual client information.	TMA Systems maintains confidentiality regarding individual client information.
Villanova University	Education	Pennsylvania - PA	Comprehensive asset management, system configuration, integrations, user training, ongoing support, and performance reporting	TMA Systems maintains confidentiality regarding individual client information.	TMA Systems maintains confidentiality regarding individual client information.

**Table 6: Ability to Sell and Deliver Service**

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

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

Line Item	Question	Response *
26	Sales force.	<p>TMA Systems has over 120 employees and has embraced the work remote model to attract and retain the best staff in the industry. The typical employee tenure is greater than 5 years and is higher than the industry average. We have employees in multiple regions to ensure comprehensive coverage and efficient service delivery. Our primary employee locations include:</p> <ol style="list-style-type: none"> <li>1) TMA Systems Headquarters: based in Tulsa, Oklahoma</li> <li>2) Northeastern: Primary in Philadelphia, PA from the acquisition of Prime Technologies</li> <li>3) Midwestern: Primary in Milwaukee, WI, from the acquisition of Eagle Technologies</li> <li>4) Canada: We have a significant presence, including our CEO, CTO, and CRO, all based in Canada.</li> <li>5) Eagle Technologies Mexico: in Monterrey, Mexico, from the acquisition of Eagle Technologies</li> </ol> <p>25 Sales and 8 Marketing personnel</p>
27	Dealer network or other distribution methods.	<p>All employees mentioned above are direct employees of TMA Systems. We believe having direct employees ensures better control over service quality and employee satisfaction, improving customer service and overall performance. TMA System has partnerships with our international clients, where in-market support better addresses language and time zone issues.</p>
28	Service force.	<p>TMA Systems' Operations department has the following areas dedicated to providing world class service to our clients:</p> <ul style="list-style-type: none"> <li>- Customer Success Department comprised of experienced WebTMA administrators that are dedicated to specific accounts and provide expertise on system configuration, user permissions and administration, report writing, and annual business reviews to clients in our elevated support tiers.</li> <li>- Customer Support Department which provides email and phone support to all WebTMA clients. We have support representatives across multiple time zones with team members being throughout the USA, Mexico, and even South Africa. This department has maintained a Customer Satisfaction Rating of over 99% in the past year and the current year.</li> <li>- Professional Services Department which has a staff of experienced consultants with an average tenure of over 8 years with the company. Our consultants successfully manage all aspects of large and complex implementation projects including system configuration, business process and workflow development, data cleansing/extract/imports, report writing services, and integration configuration/development.</li> </ul>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Sourcewell members interested in purchasing WebTMA should contact our sales team at sales@tmasystems.com. Our sales team will coordinate tailored demos, provide marketing materials, answer any questions the prospect may have, and work with the Professional Services department to provide detailed statements of work related to implementation, training, and any other services they may require.</p> <p>At this time, TMA Systems does not outsource anything related to ordering process for clients in North America.</p>

30	Describe your strategy related to implementation, integration, and use of implementation partners.	<p>Our goal with any WebTMA implementation is to have our clients live and gaining value from our products as soon as possible. We are capable of adjusting to our customers resources and schedules but aim to have a system live in no more than 90 days. We are willing to work with 3rd Party implementation partners if clients have a pre-existing relationship with them, but we do not market implementation services from other organizations.</p> <p>A brief description of some of our services are below.</p> <p><b>Our Consultation Services</b> Our Professional Services consultant will assist your organization in developing a plan that will align with your organizational goals and take the steps to achieve success through a variety of essential services.</p> <p><b>Advanced Implementation Consulting</b> Following a review of your unique organizational goals, the Consultant can effectively suggest the best solution to ensure the best possible outcomes for your enterprise.</p> <p><b>System Integration</b> TMA consultants will spearhead the effort to ensure that the WebTMA maintenance management solutions are effectively integrated with your existing enterprise applications.</p> <p><b>Data Collection</b> TMA consultants collect your data, provide data collection templates (standard or custom) and design database tools to support your enterprise in successfully joining the TMA Systems database.</p> <p><b>Data Conversion</b> As specialists in legacy system data migrations, our consultants provide a wide range of data conversion best practice knowledge to promote the most efficient transition to the WebTMA solution.</p> <p><b>Advanced Training</b> Based on consultation with your organization's stakeholders, our team of trainers and consultants will determine customized and advanced training curriculums for your implementation.</p>
31	Describe in detail the process and procedure of your customer service program, if applicable.  Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>TMA Systems is dedicated to providing world class support to our customers. Our team of support representatives resolve 96% of requests in the first call with a 99% customer satisfaction rating. We prioritize support issues based upon the impact it is having on our customers and can deploy fixes immediately if needed, or within our regular two week release cadence. Most releases do not require any system down time at all, but if a maintenance window does require downtime clients are notified in advance.</p> <p>We have tiered support offerings for clients that match their needs and are described below:</p> <p><b>Gold Support</b> Get free and timely software solution upgrades and technical support during business hours (7:00 – 5:00 CST/CDT), with additional access to the TMA user community and a free video library that is regularly updated.</p> <p><b>Platinum Support</b> Everything in the Gold Support package as well as a dedicated Client Success Manager and a personalized test environment</p> <p><b>Diamond Support</b> Get Platinum Support as well as expanded annual training hours, quarterly business reviews, and the option to refresh your test environment on a monthly basis.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>TMA Systems can serve clients across the United States. Our flexible service delivery methods allow us to meet the needs of participating Sourcewell entities regardless of location. Our capabilities include:</p> <p><b>Remote Services:</b> We use advanced technology to offer remote support, consultations, and service delivery via the Internet.</p> <p><b>On-Site Services:</b> <b>Field Service Teams:</b> Our dedicated field service teams are strategically located across various regions in the United States, enabling prompt and efficient on-site support when needed. <b>Nationwide Service Commitment:</b> TMA Systems provides high-quality products and services to all participating entities in the United States, without any limitations or restrictions on regions. Our commitment includes: <b>Flexibility:</b> We are willing to customize our service delivery methods to best suit our clients' needs and preferences, whether that involves remote support, on-site visits, or a hybrid approach. <b>Customer-Centric Approach:</b> We prioritize the satisfaction and success of our clients, ensuring that our products and services are accessible and beneficial to entities regardless of their geographic location. <b>Scalability:</b> Our operations are designed to accommodate clients of varying sizes and requirements nationwide efficiently. TMA Systems is dedicated to ensuring that all participating entities receive the highest service and support, contributing to their success and satisfaction.</p>
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>TMA Systems is fully capable of supporting clients in Canada with the same level of excellence and commitment that we provide to our clients in the United States. Our infrastructure and service delivery methods are designed to ensure that all participating entities, regardless of their location, receive high-quality products and support. TMA Systems has a significant presence in Canada, including our CEO, CTO, and CRO.</p>
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>TMA Systems is committed to providing software and services to all clients throughout North America, including Canada.</p>
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.  Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Not applicable / no limitations. TMA Systems has clients in government, education, and not-for-profit organizations sectors; our services and support are available throughout all regions of North America, including Canada.</p>
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Not applicable / no limitations. TMA Systems has existing clients in Hawaii, Alaska, and US territories.</p>

**Table 7: Marketing Plan**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	TMA Systems will actively promote the relationship with Sourcwell via our website, social channels, targeted email marketing campaigns, and via PR (as allowable)
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	TMA Systems and subsidiary companies leverage digital channels in most marketing activities. We are active in paid media, social media (primarily LinkedIn), and automated marketing efforts supported by HubSpot and SalesLoft. Our team collects and segments, leveraging first-party data to provide a relevant and engaging experience in our marketing outreach. Using these channels, we will actively market the Sourcwell opportunity to appropriate prospects.
39	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP?  How will you integrate a Sourcwell-awarded contract into your sales process?	In our view, Sourcwell would market its extensive network and reputation by updating its website and marketing material, listing TMA Systems as a partner, and promoting the relationship through various channels, such as email campaigns, newsletters, webinars, and events. It would also offer educational materials and resources to potential clients to highlight the benefits and ease of using the Sourcwell contract. TMA Systems is making significant investments to increase our market share. Over the past 2 1/2 years, we have doubled the size of the company, acquired three companies, enhanced development, and improved the user experience. We are committed to the education and public sector and see the partnership with Sourcwell as a key driver in our growth. To integrate a Sourcwell-awarded contract into our sales process, we will: <ul style="list-style-type: none"> <li>• Promote the Contract as an "Easy Button": Actively market the Sourcwell contract as a simplified procurement solution for our WebTMA product. This will be prominently featured in our sales literature, webinars, and website landing page.</li> <li>• Leverage Digital Marketing: Utilize third-party marketing tools such as Google Ads to increase awareness and drive traffic to our Sourcwell contract information.</li> <li>• Educate Our Sales Teams: Ensure our sales teams are fully educated on the Sourcwell contract. This will be a key part of their training and ongoing education.</li> <li>• Engage in Joint Marketing Efforts: Collaborate with Sourcwell on joint marketing initiatives, including webinars, newsletters, and events, to reach potential clients and showcase the advantages of using the Sourcwell contract.</li> </ul> By integrating these strategies, TMA Systems aims to maximize the impact of the Sourcwell-awarded contract and drive growth in the education, non-profit, and public sector markets.
40	Are your products or services available through an e-procurement ordering process?  If so, describe your e-procurement system and how governmental and educational customers have used it.	TMA Systems currently does not offer our products and services through an eCommerce or online purchasing platform.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities.	Product Training Programs: TMA Systems is committed to ensuring that Sourcwell participating entities can effectively utilize our products. Our comprehensive training programs include: 1. On-Site Training: <ul style="list-style-type: none"> <li>o Customized Training Sessions: Tailored to the entity's specific needs, our on-site training sessions ensure that users are proficient in operating our equipment and software.</li> <li>o Hands-On Experience: Participants receive hands-on training with our products to build confidence and competence.</li> </ul> 2. Remote Training: <ul style="list-style-type: none"> <li>o Webinars: Regularly scheduled webinars cover various topics related to our products and their applications.</li> <li>o E-Learning Modules: We are developing self-paced e-learning modules that provide comprehensive training that can be accessed anytime, allowing users to learn at their own pace.</li> </ul> 3. Annual User Conference: <ul style="list-style-type: none"> <li>o Interactive Training Sessions</li> <li>o Hands-on Learning Opportunities</li> <li>o Networking Opportunities</li> <li>o Exciting Product Releases</li> <li>o Inspiring Keynote Speakers and Workshops</li> </ul> Support and Resources: In addition to our training programs, TMA Systems provides ongoing support and resources to Sourcwell participating entities: 1. Technical Support: Our dedicated technical support team is available to assist with any issues or questions that may arise. 2. Online Resources: To support users, a comprehensive online knowledge base, including FAQs, troubleshooting guides, and instructional videos, is available. 3. Admin Services: Each new participating entity client will receive free 3 hours of monthly support from our admin services team to help develop the dashboard, reporting, training, and other admin tasks. At TMA Systems we know how important it is to provide additional dedicated support during the first year. TMA Systems is committed to providing Sourcwell participating entities with the training and support they need to use WebTMA effectively.



42	Describe any technological advances that your proposed products or services offer.	<p>Technological Advances of Our Proposed Products and Services</p> <p>Building Automation:</p> <p>Smart Building Integration: Our solutions incorporate advanced building automation technologies, enabling seamless integration with HVAC, lighting, and security systems. This allows for real-time monitoring and control, enhancing operational efficiency and energy management.</p> <p>Predictive Maintenance: Utilizing IoT sensors and data analytics, our system predicts equipment failures before they occur, reducing downtime and maintenance costs.</p> <p>Azure Cloud:</p> <p>Scalability and Security: Hosted on the Microsoft Azure cloud, our solutions offer unparalleled scalability to meet the growing needs of any organization. Azure's robust security framework ensures data protection and compliance with industry standards.</p> <p>High Availability: With Azure's global infrastructure, we provide high availability and disaster recovery options, ensuring continuous operation and data integrity.</p> <p>Mobility:</p> <p>Mobile Applications: Our mobile apps empower maintenance teams to access, update, and manage work orders from any location. This mobility enhances productivity and ensures timely response to maintenance issues.</p> <p>Real-Time Data Access: Mobile access to real-time data allows for informed decision-making and immediate action, improving overall maintenance efficiency.</p> <p>Powerful Yet Simple to Use:</p> <p>User-Friendly Interface: Our solutions are designed with intuitive, easy-to-navigate interfaces, ensuring that users of all technical skill levels can quickly learn and effectively use the system.</p> <p>Customizable Dashboards and Reports: Users can tailor dashboards and generate reports specific to their needs, providing clear insights and actionable information without complexity.</p>
43	<p>Please describe your software innovation maturity related to the following technology areas:</p> <ul style="list-style-type: none"> <li>o Machine learning</li> <li>o Natural language processing</li> <li>o Virtual assistants/chatbots</li> <li>o Predictive analytics</li> <li>o Big data analytics</li> <li>o AI/Generative AI</li> </ul>	<p>TMA Systems is committed to leveraging cutting-edge technology. Through technological advancements, TMA Systems ensures our clients benefit from state-of-the-art solutions such as predictive maintenance through integrations with IoT platforms and devices. Our clients leverage big data analytics either within an embedded Business Intelligence reporting tool within WebTMA or by connecting external reporting tools directly to WebTMA reporting views. Additional development initiatives are underway which incorporate machine learning and AI to enhance work load balancing/scheduling, inventory optimization, and real-time asset condition monitoring.</p>
44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	<p>WebTMA offers a number of integration capabilities which include published Platform APIs which clients can leverage themselves or partner with TMA to develop durable and complex connectivity to other systems. Additionally, WebTMA has a suite of out-of-the box integration connectors called Universal Interfaces which provide a GUI that clients can use for field mapping with a variety of other platforms. Our Universal Interfaces can support either live real-time connections to other systems or configurable flat file integrations if preferred.</p>
45	Describe your migration, customization, configuration, and upgrade processes.	<p>Migration Process:</p> <ul style="list-style-type: none"> <li>- Initial data assessment in concert with our customers to ensure only valid data is included as part of migration and any errant data is cleaned prior to import.</li> <li>- Extract of data from a database to import templates and organization into prepared and formatted excel import templates</li> <li>- Data mapping at the field level ensuring clients know where their previous data will reside in WebTMA.</li> <li>- Import of data into a sandbox/test environment for clients to verify and approve prior to end user training</li> <li>- Business process documentation and end user training/acceptance testing across all roles at an organization.</li> </ul> <p>Customization Process</p> <ul style="list-style-type: none"> <li>- Consultation with clients to understand their specific needs and documentation to be reviewed by all parties</li> <li>- Additional technical design documentation is developed and shared with clients for acceptance and sign off</li> <li>- Unit testing and/or integration testing takes place at all stages of development</li> <li>- Deployment into a staging environment for client testing prior to release into production.</li> </ul> <p>Configuration Process</p> <ul style="list-style-type: none"> <li>- Upon consultation with clients, basic system settings, user roles/permissions, and hierarchies are defined and configured.</li> <li>- Workflows are documented and configured in the system for user acceptance testing</li> <li>- Integrations are set up and tested</li> <li>- Preferences and personalization for end users are configured as needed.</li> </ul> <p>Upgrade Process</p> <ul style="list-style-type: none"> <li>- Clients in our cloud environment will not experience down time for regular maintenance releases.</li> <li>- All releases include release notes available within the WebTMA knowledge base</li> <li>- Full backups are taken prior to any release and rollback strategies are defined if ever necessary</li> <li>- Both automated and manual testing takes place as part of any release</li> <li>- Support staff is notified of all release notes and are available to assist customers post upgrade.</li> </ul>
46	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our company is deeply committed to sustainability and integrating green initiatives in our software, particularly building automation and Public-Private Partnership (PPP) projects. Although we do not currently hold specific certifications, our software allows our clients to implement a variety of eco-friendly practices and use sustainable technologies to reduce environmental impact. Optimization of maintenance strategies within WebTMA contributes significantly to all of our clients' sustainability initiatives and WebTMA data is regularly utilized for reporting in these areas.</p>
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>This does not apply to our product and service offerings.</p>

48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	<p>Our company strongly emphasizes collaboration and integration with ecosystem partners to enhance the functionalities and capabilities of our solutions. We enable seamless interoperability and innovation across various platforms and systems by providing access to integrated data via Universal Interfaces and publishing APIs. Here's a detailed description of our strategy:</p> <p>Open Integration and Interoperability</p> <ol style="list-style-type: none"> <li>1. Universal Interfaces: <ul style="list-style-type: none"> <li>o We design our solutions with universal interfaces that facilitate easy integration with various third-party systems and devices. This ensures our clients can leverage existing infrastructure and incorporate new technologies without disruption.</li> </ul> </li> <li>2. Published APIs: <ul style="list-style-type: none"> <li>o We provide comprehensive and well-documented APIs that enable developers and partners to access and interact with our systems programmatically. Our APIs are designed to be robust, secure, and easy to use, supporting both RESTful and SOAP architectures.</li> <li>o These APIs allow for real-time data exchange, process automation, and custom application development that extend our solutions' capabilities.</li> </ul> </li> </ol> <p>Collaboration with Technology Partners</p> <ol style="list-style-type: none"> <li>1. Strategic Alliances: <ul style="list-style-type: none"> <li>o We establish strategic alliances with leading technology providers to enhance our product offerings and provide our clients with best-in-class solutions. These partnerships will enable us to integrate advanced technologies, such as AI, machine learning, and IoT, into our systems.</li> <li>o Our collaborations often include joint development efforts, co-marketing initiatives, and shared technology roadmaps to ensure alignment and innovation.</li> </ul> </li> <li>2. Partner Ecosystem Development: <ul style="list-style-type: none"> <li>o We actively cultivate a diverse ecosystem of partners, including hardware manufacturers, software developers, and service providers. This ecosystem allows us to offer a wide range of complementary products and services that meet the specific needs of our clients.</li> <li>o Our partner program includes technical support, training, and certification to ensure our partners can effectively integrate and support our solutions.</li> </ul> </li> </ol> <p>Enhancing Capabilities Through Integration</p> <ol style="list-style-type: none"> <li>1. Advanced Analytics and Insights: <ul style="list-style-type: none"> <li>o By integrating with advanced analytics platforms, we provide our clients with deeper insights into their operations. These integrations enable predictive maintenance, energy optimization, and improved decision-making.</li> <li>o Our APIs facilitate collecting and analyzing data from various sources, providing a holistic view of building performance and enabling data-driven strategies.</li> </ul> </li> <li>2. Smart Building Solutions: <ul style="list-style-type: none"> <li>o IoT and smart devices to integrate into our building automation systems. This includes smart sensors, thermostats, lighting controls, and security devices, which enhance the functionality and efficiency of our solutions.</li> <li>o Our universal interfaces and APIs ensure seamless communication and control across all connected devices, creating a cohesive and intelligent building ecosystem.</li> </ul> </li> </ol> <p>By leveraging universal interfaces and published APIs, we foster a collaborative and innovative ecosystem that enhances the functionalities and capabilities of our solutions. This strategy provides our clients with flexible and scalable options and ensures they benefit from the latest technological advancements and industry best practices.</p>
49	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	TMA Systems is committed to building an inclusive and diverse working environment.
50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Unique Attributes of TMA Systems for Sourcewell Participating Entities</p> <p>Company History and Experience:</p> <ul style="list-style-type: none"> <li>• <b>Established Legacy:</b> TMA Systems has a rich history of over three decades in the maintenance management industry. Since our founding, we have consistently demonstrated a commitment to innovation and excellence, earning a reputation as a trusted leader.</li> <li>• <b>Proven Track Record:</b> We have successfully served various clients, including educational institutions, healthcare facilities, government agencies, and commercial enterprises. Our extensive experience ensures we understand the unique needs and challenges Sourcewell's participating entities face.</li> </ul> <p>Investment in Innovation:</p> <ul style="list-style-type: none"> <li>• <b>Continuous R&amp;D Investment:</b> TMA Systems invests significantly in research and development to stay ahead of technological advancements. This commitment ensures that our solutions remain cutting-edge and capable of addressing the evolving needs of our clients.</li> <li>• <b>Customer-Centric Development:</b> Our product development is guided by customer feedback and industry trends. We actively collaborate with our clients to identify pain points and opportunities for improvement, ensuring our solutions are highly relevant and effective.</li> </ul> <p>Unique Product and Service Attributes:</p> <ul style="list-style-type: none"> <li>• <b>Comprehensive Suite of Solutions:</b> TMA Systems offers a full suite of maintenance management solutions, including computerized maintenance management systems (CMMS), enterprise asset management (EAM), and integrated workplace management systems (IWMS). This comprehensive approach allows Sourcewell participating entities to manage all aspects of maintenance and operations from a single platform.</li> <li>• <b>Scalable and Flexible Solutions:</b> Our solutions are designed to scale with your organization, whether you are a small school district or a large governmental agency. This flexibility ensures our products can grow and adapt to meet your changing needs.</li> <li>• <b>User-Friendly Interface:</b> We prioritize ease of use in our product design, ensuring that users of all technical skill levels can quickly learn and effectively utilize our systems. This reduces the learning curve and maximizes productivity from the outset.</li> </ul> <p>Unique Industry Positioning for Sourcewell Participating Entities:</p> <ul style="list-style-type: none"> <li>• <b>Tailored Solutions for Public Sector:</b> We have extensive experience working with public sector entities, including schools, municipalities, and government agencies. Our solutions are tailored to meet these organizations' specific regulatory, budgetary, and operational requirements.</li> <li>• <b>Enhanced Collaboration and Communication Tools:</b> Our platform includes advanced communication tools that facilitate seamless collaboration among maintenance teams, vendors, and stakeholders. Real-time dashboards and reports keep everyone informed and aligned, enhancing operational efficiency.</li> </ul>
51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	For public sector customers, WebTMA is often the portal through which citizens and members of the public submit maintenance requests. Tracking maintenance within WebTMA ensures public spaces remain available and enjoyable to all.
52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	<p>Our solution supports digital transformation initiatives within the public sector through:</p> <p>Cloud Adoption: Offering a cloud-based platform ensures scalability, enhanced security, and accessibility from anywhere, facilitating seamless collaboration and data management.</p> <p>Mobile Access: Providing mobile applications that enable field technicians and staff to manage work orders, access real-time data, and perform tasks on the go, increasing efficiency and responsiveness.</p> <p>Digital Service Delivery: Incorporating user-friendly interfaces, advanced communication tools, and automated workflows to streamline operations, improve service delivery, and enhance citizen engagement.</p>

**Table 9A: Warranty**

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

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

Line Item	Question	Response *
53	Do your warranties cover all products, parts, and labor?	The TMA Systems Terms and Conditions contain the following sections related to warranties. 8. Limited Warranty and Warranty Disclaimer. (a) EXCEPT AS SET FORTH IN THE AGREEMENT THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This is not applicable to our product and service offerings.
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable to our product and service offerings.
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs?  How will Sourcewell participating entities in these regions be provided service for warranty repair?	This is not applicable to our product and service offerings.
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	This is not applicable to our product and service offerings.
58	What are your proposed exchange and return programs and policies?	This is not applicable to our product and service offerings.
59	Describe any service contract options for the items included in your proposal.	TMA Systems is dedicated to providing world class support to our customers. Our team of support representatives resolve 96% of requests in the first call with a 99% customer satisfaction rating. We prioritize support issues based upon the impact it is having on our customers and can deploy fixes immediately if needed, or within our regular two week release cadence. Most releases do not require any system down time at all, but if a maintenance window does require downtime clients are notified in advance.  We have tiered support offerings for clients that match their needs and are described below:  Gold Support Get free and timely software solution upgrades and technical support during business hours (7:00 – 5:00 CST/CDT), with additional access to the TMA user community and a free video library that is regularly updated.  Platinum Support Everything in the Gold Support package as well as a dedicated Client Success Manager and a personalized test environment  Diamond Support Get Platinum Support as well as expanded annual training hours, quarterly business reviews, and the option to refresh your test environment on a monthly basis.

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
60	Describe any performance standards or guarantees that apply to your services	At TMA Systems, we are dedicated to delivering high-quality services that meet rigorous performance standards and guarantees. Our commitment to excellence is reflected in the following performance standards and guarantees: Uptime Guarantee: We guarantee 99.9% system uptime for our cloud-based solutions, ensuring that our services are available when you need them. This high level of availability minimizes disruptions and ensures consistent access to critical maintenance management tools. Response Times: Our SLAs include specific response times for support requests.
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	"SERVICE LEVELS AND SUPPORT This Service Level Agreement ("SLA") details the terms for the technical support services provided by Provider during the Initial Term and Subsequent Terms of the Agreement. The SLA specifically addresses service level definitions, measurements, and minimum service standards that will be in effect for the Service. 1. Client Responsibilities. Client shall: 1.1. Designate Authorized Service Contacts. The support shall only be utilized by Authorized Service Contacts, who have been fully trained on the Services. Client may designate up to the maximum number of Authorized Service Contacts, as defined by the purchased product and service level in the table below, to interact with Provider for Services support. The Authorized Service Contact(s) shall be the sole contact(s) between Client and Provider in connection with day-to-day matters relating to the provision of Services and be responsible for reporting incidents, providing consents and approvals on behalf of Client, and communicating with and providing timely and accurate information and feedback to Provider in connection with the Services. Client shall ensure its Authorized Service Contact(s) have the requisite organizational authority, skill, experience, and other qualifications, including being fully trained regarding the Services, to perform these duties. Client shall use commercially reasonable efforts to maintain the same Authorized Service Contact(s) in place throughout the Term and provide at least ten business days' prior written notice to Provider of any replacement or change in the name or contact information of any Authorized Service Contact. Provider retains the option to withhold support to untrained designated Authorized Service Contacts, which will not be unreasonably withheld. Product Max Authorized Service Contacts Maxpanda 1 Eagle CMMS 2 MaintenancePartner, PCX ProCal Direct ProCal V5 Proteus MMX RiskPartner

WebTMA Gold Support,  
3  
WebTMA Platinum Support  
5  
WebTMA Diamond Support  
10  
1.2. Provide all applicable information to Provider regarding any Service issues in sufficient detail to enable Provider to duplicate the circumstances indicating a reported error.  
1.3. Cooperate with Provider with testing, isolating, identifying, documenting, and any other actions necessary, to resolve any Service issues and errors, including the application of a temporary workaround or bypass supplied by Provider, or temporary implementation by Client of a computer or operational procedure, in order to minimize the effect of such  
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issues.  
1.4. Maintain the Client network in accordance with any Specifications provided by Provider which may include "whitelisting" the URL and/or IP Addresses for the environments in both client hardware and software.  
1.5. Have sole responsibility for all activities that occur under Licensed User accounts. In addition:  
(i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data;  
(ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service or its related systems and networks, and notify Provider promptly of any such unauthorized use;  
(iii) comply with all applicable local, state, federal, and foreign laws in using the Service;  
(iv) not send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;  
(v) not send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights;  
(vi) not send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;  
(vii) not interfere with or disrupt the integrity or performance of the Services or the data contained therein; and  
(viii) not attempt to probe, scan, penetrate or test the vulnerability of a Provider system or network or to breach Provider's security or authentication measures, whether by passive or intrusive techniques, without Provider's express written consent.  
17  
2. Service Levels. Subject to the terms and conditions of this Agreement, Provider will use commercially reasonable efforts to make the Services Available at least ninety-nine and one half percent (99.5%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a "Service Period"), excluding unavailability as a result of any of the Exceptions described below in this Section 2.1, Section 2.2 and Section 2.3 (the "Availability Requirement", "Scheduled Downtime" and "System Security").  
2.1. Availability Requirement. "Service Level Failure" means a material failure of the Services to meet the Availability Requirement. "Available" means the Services are available for access and use by Client and its Licensed Users over the Internet and operating in material accordance with the Specifications. For purposes of calculating the Availability Requirement, the following are "Exceptions" to the Availability Requirement, and neither the Services will be considered un- Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Client or its Licensed Users to access or use the Services that is due, in whole or in part, to any: (a) access to or use of the Services by Client or any Licensed User, or using Client's or an Licensed User's Access Credentials, that does not strictly comply with this Agreement and the Specifications; (b) Client Failure (as defined in Section 4(a) of the Agreement); (c) Client's or its Licensed User's Internet connectivity; (d) Force Majeure event; failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Provider pursuant to this Agreement; (f) Scheduled Downtime; or (g) disabling, suspension, or termination of the Services pursuant to Section 11 of the Agreement. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "Client Failure").  
2.2. Scheduled Downtime. Provider will use commercially reasonable efforts to schedule downtime for software release updates between the hours of 9 p.m. and 9:15 p.m. on Tuesday. Provider will use commercially reasonable efforts to (a) schedule downtime for routine infrastructure maintenance for the Services between the hours of 12 a.m. EST and 8 a.m. EST on Saturdays and Sundays, and 3 a.m. to 5 a.m. EST for all other weekdays, (ii) at least eight hours prior to any time sensitive maintenance and (iii) give client at least 24 hours prior notice of all other scheduled outages of the Services ("Scheduled Downtime"). Provider reserves the right to change the regularly scheduled downtime hours, and Provider may request Client's approval for extensions of Scheduled Downtime, which approval may not be unreasonably withheld or delayed.  
2.3. System Security. In the event of a denial of service attack or a security breach of the Service Provider, Provider has the right to halt operations immediately to protect the integrity and security of the system. Upon discovery of such an event requiring a halt of operations, Provider will notify affected client within two (2) hours.  
18  
3. Support Services. Provider shall provide maintenance and support services (collectively, "Support Services") for the Services in accordance with the provisions of this Section 3. The Support Services are included in the Services, and Provider shall not assess any additional Fees, costs, or charges for such Support Services.  
3.1. Support Service Responsibilities. Provider shall:  
(a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections, and remedial programming;  
(b) provide unlimited support during the hours of 8 a.m. to 6 p.m. EST on Business Days;  
(c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Provider makes such resources available to its other customers for services identical to or substantially similar to the Services.  
4. Service Maintenance. Provider shall use commercially reasonable efforts to maintain the Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include providing to Client and its Licensed Users:  
(a) all Maintenance Releases, and other improvements to the Services, that Provider provides at no additional charge to its other similarly situated customers; and  
(b) all such services and repairs as are required to maintain the Services or are ancillary, necessary, or otherwise related to Client's or its Licensed Users' access to or use of the Services, so that the Services operate properly in accordance with this Agreement and the Specifications.  
5. Support Response Time Service Levels. Response a times will be measured from the time Provider receives a Support Request until the respective times Provider has (i) responded to, in the case of response time means that, as to any Service Error, Provider has provided Client the corresponding Service Error correction and Client has confirmed such correction and its acceptance thereof. Provider shall respond to all Service Errors within the times provided in the chart below, based on the severity of the Service Error:  
5.1. Support Service Level Requirements. Provider shall correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in the chart below ("Support Service Level Requirements"), this Agreement, and the applicable Order Form.  
(a) Support Requests. Client shall classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "Support Request"). The Authorized Service Contact shall notify Provider of Support Requests.  
5.2. Severity Definitions and Response Times. Technical Support Issues are defined as individual problems referred by Clients to Provider Support that are reproducible by Provider. Provider's Support Center creates a Support Ticket for the specific issues and categorizes the Support Ticket. Provider and Client agree to the following severity levels and response times schedule for Problems or Errors reported to Provider utilizing the severity designations detailed below. Provider shall respond to reported problems according to the following protocols:  
19  
Severity  
Definition  
Response Time  
Sev1  
System Down  
The Services is down. This indicates an Issue that materially affects data integrity, critical systems functions, or system security; and/or which materially disrupts operations as assessed by Provider. Initial response within 1 hour of the case being submitted. The designated "Authorized Service Contact" will be updated twice daily on progress. Actions will

		<p>commence within 1 hour on all calendar days.</p> <p>Sev2 Major Issue The Services is operational but has a major functional loss that impedes transactions from being completed. This indicates a major issue that causes a significant business impact, but Client still has access to portions of their site as assessed by Provider. Initial response within 2 hours of the case being submitted. The designated "Authorized Service Contact" will be updated daily on progress. Actions will commence within 4 hours of notification during normal operating hours.</p> <p>Sev3 Non-Critical The Services system has a functional loss which includes a small portion of the Services, and where a suitable work around can be employed, or the functionality is not immediately necessary as assessed by Provider. Initial response within 4 hours of notification during normal operating hours. The designated "Authorized Service Contact" will be updated on an as needed basis. Provider will prioritize all client Sev3 requests and schedule accordingly.</p> <p>Sev4 Minor The Services has a cosmetic or grammatical error that does not affect performance or stability of the system, or Client has questions regarding use of the product or service as assessed by Provider. Initial response within 1 business day of the case being submitted. The designated "Authorized Service Contact" will be updated on an as needed basis. Provider will prioritize all client Sev4 requests and schedule accordingly.</p> <p>Enhancement Product Improvement Request Request for a new feature or new functionality that does not already exist in the product or service. Requirements will be noted and evaluated for the next release(s). Enhancement requests will be logged and submitted for consideration. The designated "Authorized Service Contact" will be updated on an as needed basis.</p> <p>* Provider agrees to use "commercially reasonable efforts" to resolve a Severity 1 Issue. For purposes of this Agreement, "commercially reasonable" means that Provider will dedicate its engineering resources who are knowledgeable in the problem which has caused the Severity 1 Issue to provide a fix or a workaround, and such resources will work, as much as reasonably possible, on a continuous effort basis until a fix or workaround is provided, or until it has been determined that the source of the Severity 1</p> <p>20 problem is not directly related to the Services. Provider's obligation to provide "commercially reasonable efforts" is contingent upon Client providing technical resources that are knowledgeable in the Severity 1 Issue to work on the resolution on as closely as reasonably possible a continuous commercially reasonable efforts basis."</p>	
62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	The WebTMA 7 application enforces TLSv1.2 encryption in-transit, MS SQL DBs enforce encryption at rest, it leverages Microsoft backup and recovery services, backups are encrypted using AES-256 bit encryption, and we leverage Microsoft Azure key vault for cryptographic key management.	*
63	What are your policies and governance features regarding large language models and generative AI?	We are not currently leveraging this and have no plans to do so at this time.	*
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	The WebTMA application complies to WCAG 2.1 standard. Please attached VPAT completed in March of 2024	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
65	Describe your payment terms and accepted payment methods.	Our payment terms are Net-30. We accept credit card payments, wire transfers, and checks.	*
66	Describe any leasing or financing options available for use by educational or governmental entities.	This is not applicable for our cloud-hosted customers.	*
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Included in the documents is a copy of an order form with the terms and conditions	*
68	Do you accept the P-card procurement and payment process?  If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept P-card transactions and we will not collect a service fee for Sourcewell members.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
69	Describe your pricing model (e.g., line-item discounts or product-category discounts).  Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	In the attachments section, detailed pricing is outlined for our product and service offerings. We are proposing a 20% discount on all software subscriptions, and a 10% discount on Professional Services and other one time fees.
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are proposing a 20% discount on all software subscriptions, and a 10% discount on Professional Services and other one time fees.
71	Describe any quantity or volume discounts or rebate programs that you offer.	Our proposed 20% discount on software subscriptions represents our commitment to serving Sourcwell members at a fair price. If Sourcwell procurement rules would allow, TMA is open to considering additional volume discounts on a case by case basis.
72	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For "open market" products or services offered by TMA Systems, these require custom quotes. Current products or solutions would include Facility Condition Assessments, Space Management software/services, and Event Management software/services, and IoT/BacNET/Building Automation integrations. TMA will also provide a 20% discount on subscription custom quotes, and a 10% discount on one-time-fees for custom quotes.
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.  This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This does not apply to TMA Systems offerings generally, but if clients require on-site visits, travel expenses are not included in this proposal and would not qualify for our proposed discounts.
74	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	This is not applicable to our product and service offerings.
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	This is not applicable to our product and service offerings.
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	TMA Systems can provide world class support and services either remotely via web meetings/phone calls or in person and on site for customers that require it.

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell.  This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.  Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	TMA Systems commits to the following: <ul style="list-style-type: none"> <li>- Establish an internal audit team including but not limited to the contacts attached to this proposal spanning multiple departments from Finance, Sales, Marketing, Support, and Professional Services.</li> <li>- Monthly internal audit reporting verifying that pricing provided to Sourcwell members are in line with this proposal's offering and that administrative fees have been properly accounted for and payments have been made</li> <li>- Updates to our ERP system to properly account for sales made under the Sourcwell contract.</li> <li>- Provide reports and transparency in a format and frequency determined by Sourcwell with a willingness to make any adjustments requested</li> </ul>
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	TMA Systems will measure success with the contract in the following ways: <ul style="list-style-type: none"> <li>- System reliability and uptime of no less than 99.9% within our cloud environment</li> <li>- All support matters are resolved in a timely manner with customer surveys sent after the resolution of every ticket to calculate a Customer Satisfaction (CSAT) percentage. TMA Systems has maintained a CSAT score of over 99% for the past two years.</li> <li>- Surveys are sent to all customer stakeholders annually to determine a Net Promoter Score (NPS) on a scale of 1-10, with 9/10 responses being considered highly satisfied customers. Respondents that fall below will be contacted by our Customer Success department to identify areas of improvement that we will act on.</li> <li>- Adherence to our implementation statements of work and established project timelines/milestones. TMA Systems invests considerable resources into all clients especially in their first year under contract. All feedback received during and immediately after software implementations are tracked and acted upon if a new customer is anything less than highly satisfied.</li> </ul>
80	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.  (See the RFP and template Contract for additional details.)	TMA Systems commits to a 2% administrative fee per sale made under the contract.

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

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

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	*
82	Category 2: Education and Public Sector Information and Work Management	<input checked="" type="radio"/> Yes <input type="radio"/> No	*
83	Category 3: Asset and Risk Management	<input checked="" type="radio"/> Yes <input type="radio"/> No	*
84	Category 4: Public Engagement and Specialized Services	<input type="radio"/> Yes <input checked="" type="radio"/> No	*
85	Category 5: Integrated Enterprise Solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	*

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

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

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

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

Line Item	Category or Type	Offered *	Comments	
86	Human Resources Software	<input type="radio"/> Yes <input type="radio"/> No		*
87	Financial Performance, Spend, or Expense Management Software	<input type="radio"/> Yes <input type="radio"/> No		*
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	<input type="radio"/> Yes <input type="radio"/> No		*
89	Procure-to-Pay and Contract Management Systems	<input type="radio"/> Yes <input type="radio"/> No		*

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

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

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B. 1 for details.

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

Line Item	Category or Type	Offered *	Comments	
90	Student Information System (SIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
91	Learning Management System (LMS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
92	Work Management Software	<input checked="" type="radio"/> Yes <input type="radio"/> No	WebTMA provides comprehensive work order and asset management software.	*
93	Enterprise Content Management/Records Management	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
94	Enrollment Management Systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*

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

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

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

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

Line Item	Category or Type	Offered *	Comments	
95	Computerized Maintenance Management System (CMMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	WebTMA provides comprehensive work order and asset management software.	*
96	Facility Management Software	<input checked="" type="radio"/> Yes <input type="radio"/> No	WebTMA provides comprehensive work order and asset management software.	*
97	Energy Management Software	<input checked="" type="radio"/> Yes <input type="radio"/> No	WebTMA provides comprehensive work order and asset management software.	*
98	Insurance and Risk Management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Since 2009, RiskPartner a TMA Systems company, has been providing Insurance and Risk Professionals with the most innovative Risk Management Software Solutions available. Simplify the process of tracking risks with our easy-to-use web-based software solutions to manage Certificates Of Insurance (COI) and Risk Management Information effortlessly.	*
99	Environmental, Health, and Safety (EHS) management	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*

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

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

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

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

Line Item	Category or Type	Offered *	Comments
100	Court, Corrections, and Justice System	<input type="radio"/> Yes <input type="radio"/> No	
101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	<input type="radio"/> Yes <input type="radio"/> No	
102	Parks and Recreation Software	<input type="radio"/> Yes <input type="radio"/> No	
103	Citizen Relationship/Engagement Management	<input type="radio"/> Yes <input type="radio"/> No	

**Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services**

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

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

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

Line Item	Category or Type	Offered *	Comments
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	<input type="radio"/> Yes <input type="radio"/> No	

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

Line Item	Question	Response *
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>WebTMA is a comprehensive Enterprise Asset Management Solution that offers scalability and configurability to meet any organization's needs. WebTMA modules can be purchased in bundles or a la carte to best fit our clients' needs. WebTMA Plus includes the following modules and functionality:</p> <p>WebTMA Plus</p> <ul style="list-style-type: none"> <li>- Time Management</li> <li>- Project Management</li> <li>- Materials Management</li> <li>- Contract Management</li> <li>- Executive Dashboard</li> <li>- General Inspections</li> </ul> <p>Additional advanced accounting and procurement features include but are not limited to:</p> <ul style="list-style-type: none"> <li>- Chargeback and Cost Accounting</li> <li>- Chargeback Rate Scheduling</li> <li>- Journal Entries</li> <li>- Sub-Ledger &amp; Batch Reversals</li> <li>- Split Billing</li> <li>- Purchase Order Management</li> <li>- Inventory Management</li> <li>- Invoice Matching</li> <li>- PO Change Orders</li> <li>- Multi-Currency</li> <li>- And more...</li> </ul> <p>Descriptions of WebTMA modules included in this proposal are below:</p> <p><b>Auto Attendant</b> This module will accept requests and apply a set of pre-determined rules for auto-scheduling a trade or technician and has the following key features:</p> <ul style="list-style-type: none"> <li>- Auto convert work requests (based on set rules)</li> <li>- Auto schedule work requests (based on set of rules)</li> <li>- Configure auto conversion rules based on task, trade, zone</li> </ul> <p><b>Capital Planning</b> Designed to manage the capital investment process for an organization by helping develop detailed capital plans across single or multiple budget years. Accommodates maintenance backlog and cyclic renewal data from facility audits. Used to build 5, 10, or 15 year plan (up to 20 years) of deficiencies, planned improvements, and cyclic renewals. This module has the following key features:</p> <ul style="list-style-type: none"> <li>- Forecast capital planning up to 20 years into the future</li> <li>- Justify funding requests by projecting capital improvements and renewals</li> <li>- Measuring the the impact of underfunding operational budgets</li> <li>- Simplify complex data visually with interactive excel graphs and reports</li> </ul> <p><b>Contract Management</b> Manage contract lifecycle and award process from preparation to the contract going out for bids. Once the contract has been awarded, you have the ability to track project through to completion. During set up, client defines their contracts and can connect it to buildings/items/locations - TMA would then notify the user if they have a contract associated when they try to create a work order for the items/buildings/locations. This module has the following key features:</p> <ul style="list-style-type: none"> <li>- Attaching work orders to contracts for labor and cost history</li> <li>- Negotiate better contracts using contractor ratings from past performance</li> <li>- Select multiple bidders and contract services for bid preparation</li> <li>- Withhold portion of contract value at the end-of-contract to sure contractor performance</li> <li>- Ties the existing service contracts to the TMA workflow</li> </ul> <p><b>Custodial Management</b> Ability to track custodial staff, routes, and supplies in a single integrated database. Increase efficiencies of inspections by utilizing optional mobile Custodial module or WebTMA GO. This module has the following key features:</p>



- Utilizes ISSA 447 Cleaning Times inherent in the system (corporate/public side)
- Utilizes APPA custodial staffing guidelines inherent in the system (education - higher and k-12) inherent in the system (association of physical plant administrators)
- Labor estimating tool that projects estimated cleaning hours and potential FTEs based on APPA levels of cleanliness.

**Event Scheduler**  
 Ability to assign resources for an event like buildings, rooms, and areas. Resources can also include equipment, vehicles, assets, et.. Event Scheduler automatically notifies administrator of conflicts in assets when creating work orders. This module has the following key features:

- Graphical calendar for visualizing monthly events
- Record all event information in one central location
- Estimate event setup requirements and costs
- Track all event expenses and work activities using optional Project Management module

**Executive Dashboards**  
 Configurable panels that display KPI information using data visualization components such as graphs, tables, charts, and digital gauges in real time and has the following key features:

- Drill down capabilities to access records represented in graphical controls
- Configurable and easy to use, assisting end users with designing their initial landing page with shortcuts to their commonly used forms/records.
- Real-time KPI tracking
- Shortcuts to create records or run frequently needed reports.

**Facility Scheduler**  
 Reserve and schedule rooms, tools, equipment, AV assets, and infrastructure items such as athletic fields and swimming pools. This module has the following key features:

- Visualize reservation and rental data on a graphical calendar
- Route reservations for approval using WebTMA authorization system
- Charge clients directly for various rental costs such as cleaning and cancellation

**Fleet Management**  
 Tracks vehicle information, reservations, and rentals. Users can make reservations for a specific vehicle or category of vehicle and create a work order for cleaning or necessary repairs when the vehicle is returned. Calculate rental charges automatically and use these charges to produce chargebacks. This module has the following key features

- Automatically create work orders for vehicle repairs or cleaning
- Deliver customer request, reservations, and status information via email

**General Inspections**  
 Ability to confirm completion of a series of tasks for all maintenance-worth items within your organization. This module can also be used to assure the safety and reliability of all an organizations assets. This module has the following key features:

- Auto generate work orders for failed inspection points
- Collect and retain inspection data for predictive maintenance analysis
- Eliminate paper inspection forms when utilizing WebTMA GO integration.

**GIS**  
 Dynamically visualize asset relationships in a geographical format. Allows you to integrate assets, infrastructure, and other mapped features. Streamline workflow processes by allowing personnel to view existing workloads for geographically-dispersed assets via Esri's ArcGIS maps.

**IT Service Management**  
 Tracks and accounts for assets related to your network and infrastructure, including computers, servers, switches, routers, peripherals, and software. Sub-assemblies, related parts and costs can be reviewed. Detailed work history of repairs, modifications, and installations can be tracked also.

- Maintain and track software, licensing , and other inforamtio for each asset
- Assign personnel to work on IT hardware and software
- Track location of IT equipmnet throughout organization
- Perform inventories, track conditions, and transfer IT equipment utilizing TMA's mobile solutions.

**Key Management**  
 Ability to manage clients key systems including, card keys, locks, keys. Also allows clients to manage security information concerning key holders and their key access. Track key information for both lock locations/areas, issuance, and return of keys to the keyholder. Digitally stores key inventory and to digitally track key assignments. This module has the following key features:

- Know, at all times, what person is holding what keys, and the doors that individual has access to opening
- Maintain historical data by key and by key holder.

**Materials Management**  
 Organize and track inventory. Parts and materials are easily issued to work orders or accounts. Cross-reference materials to manufacturers, vendors, equipment, and vehicles.

- Create purchase orders and calculate average lead time required to restock items
- Create multiple warehouses and transfer materials between them (with complete audit trail)
- Send RFQ to multiple vendors through TMA
- Route requisitions and POs for approval

**Project Management**  
 Allows effective management of projects that require multiple work orders, budgets, and requisitions. Track all costs, internal work, contract work, and purchases against specific projects. Graphically view and manage project tasks and resources with Gantt charting.

- Gantt charting to visualize projects
- Compare budgeted, estimated, and actual costs of a project
- Create and attached multiple sub-projects to may project
- Used to managed larger work effort than just a single work order. Way to organize and create dependencies and schedule work to be done.

**Service Request**  
 Provides an online form for your customers and clients to submit service requests. Brings work requests directly to end user eliminating data entry and lost requests. Included is a form builder allowing administrators to easily create dynamic forms for any kind of request an organization might receive.

- HTML Text editor allowing clients to fully brand their external facing pages
- User Defined fields of various types ensuring requestors include the information you need
- Ability to attach photos/documents to work requests

**Room Inspections**  
 Tool used to automate inspections for rooms, offices, and areas of within an organizations facilities. Also records

		<p>inspection data for analysis and potential billing.</p> <ul style="list-style-type: none"> <li>- Decreases the inspection process and processing times</li> <li>- Easily schedule staff</li> <li>- Eliminate paper processes by utilizing Mobile Room inspections for WebTMA GO</li> <li>- Creates work orders automatically for items that need to be repaired or replaced.</li> </ul> <p>Time Management</p> <p>Schedule technician or crew work. Allows for graphical viewing of workloads as well as tracking direct and indirect labor time like sick time, training time. Schedule work based on priority, type of work, shift, shop, trade, and cost center. Organizing trade staff.</p> <ul style="list-style-type: none"> <li>- Gantt charting</li> <li>- See backlog of incomplete work orders by technician</li> <li>- Shift assignments by specific day or technician</li> <li>- Schedule and unschedule in mass</li> </ul> <p>Universal Interfaces</p> <ul style="list-style-type: none"> <li>- Universal Financial Interface: Integrate your entire enterprise accounting system into WebTMA with ease.</li> <li>- Universal Procurement Interface: Streamline your procurement processes with WebTMA's through this intuitive integration tool.</li> <li>- Universal Interface for Space Management: Manage your facilities efficiently with WebTMA's space management interface.</li> <li>- Universal Interface for HR: Bring your HR data in line with WebTMA through this interface solution.</li> <li>- Universal Interface for Fuel &amp; Oil: Keep fuel and oil costs accessible with this specialized WebTMA interface.</li> <li>- Universal Interface for Other Charges: Track, analyze, and manage all your other charges on WebTMA with this practical interface.</li> <li>- Building Automation System: Import alarm, alert data, and runtime to automatically create corresponding work requests within WebTMA, update equipment meters, and automate PM generation.</li> </ul> <p>The Benefits of our Universal Interfaces:</p> <ul style="list-style-type: none"> <li>- Improve efficiency and increase accuracy of your accounting processes</li> <li>- Simplify your overall enterprise integration efforts with pre-built, user-configurable designs</li> <li>- Accelerate workflows with user-defined templates and configurations for your various enterprise systems</li> <li>- Eliminate manual and duplicate data entries</li> <li>- Input fuel and oil costs to easily monitor, analyze, and budget fuel and energy consumption and associated costs</li> <li>- Easily track personnel data, time and labor, and leave accrual</li> <li>- Capture the "total" cost of your enterprise's work orders from external sources and have them easily accessible on WebTMA</li> </ul> <p>WebTMA Support Packages:</p> <p>Gold Support</p> <p>Get free and timely software solution upgrades and technical support during business hours (7:00 – 5:00 CST/CDT), with additional access to the TMA user community and a free video library that is regularly updated.</p> <p>Platinum Support</p> <p>Everything in the Gold Support package as well as a dedicated Client Success Manager and a personalized test environment</p> <p>Diamond Support</p> <p>Everything in the Platinum support package as well as get Platinum Support as well as expanded annual training hours, quarterly business reviews, and the option to refresh your test environment on a monthly basis.</p> <p>Professional Services</p> <p>Our Professional Services department offering includes but is not limited to the following:</p> <p>Advanced Implementation Consulting</p> <p>Following a review of your unique organizational goals, the Consultant can effectively suggest the best solution to ensure the best possible outcomes for your enterprise.</p> <p>System Integration</p> <p>TMA consultants will spearhead the effort to ensure that the WebTMA maintenance management solutions are effectively integrated with your existing enterprise applications.</p> <p>Data Collection</p> <p>TMA consultants collect your data, provide data collection templates (standard or custom) and design database tools to support your enterprise in successfully joining the TMA Systems database.</p> <p>Data Conversion</p> <p>As specialists in legacy system data migrations, our consultants provide a wide range of data conversion best practice knowledge to promote the most efficient transition to the WebTMA solution.</p> <p>Advanced Training</p> <p>Based on consultation with your organization's stakeholders, our team of trainers and consultants will determine customized and advanced training curriculums for your implementation.</p>
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	TMA Systems does not sell or provide hardware, peripherals, or accessories related to our product and service offerings.

107	<p>Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support</p>	<p>WebTMA is offered to customers either as an on-premise solution or cloud hosted (SaaS) in the Microsoft Azure platform. Each client has their own dedicated database ensuring data integrity and world class performance.</p> <p><b>Hosting and Cloud Solutions</b>                  Cloud Hosting: We provide robust cloud hosting services, ensuring high availability, scalability, and reliability of your CMMS software. Our cloud solutions are designed to minimize downtime and enhance accessibility from any location.                  Cloud Migration: Our expert team facilitates smooth migration of your existing data and systems to the cloud, ensuring minimal disruption and data integrity throughout the process.</p> <p><b>System Modernization and Customization</b>                  Modernization: We offer system modernization services to upgrade your existing maintenance management systems to the latest CMMS software, enhancing functionality, user experience, and performance.                  Customization: Our CMMS solutions can be customized to align with your specific operational requirements, including workflow adjustments, custom reporting, and user interface modifications.</p> <p><b>Integration and Implementation</b>                  System Integration: We provide seamless integration with other enterprise systems such as ERP, IoT devices, and legacy systems, ensuring a unified approach to data management and operational efficiency.                  Implementation Services: Our implementation team ensures a smooth deployment of the CMMS software, from initial setup and configuration to user acceptance testing and go-live support.</p> <p><b>Installation and Maintenance</b>                  Installation: We manage the complete installation process of the CMMS software, whether on-premise or cloud-based, ensuring it is configured to meet your specific needs.                  Maintenance: Our maintenance services include regular updates, patches, and proactive monitoring to ensure the system remains secure, efficient, and up-to-date with the latest features.</p> <p><b>Training and Support</b>                  Training: We offer comprehensive training programs for your team, including on-site training, online tutorials, and user manuals to ensure effective utilization of the CMMS software.                  Technical Support: Our dedicated support team provides round-the-clock technical assistance to address any issues or questions that may arise.                  User Support: We offer user support services to help your staff navigate the system and leverage its full potential.</p> <p><b>Data Services</b>                  Data Collection, Import, and Export: We facilitate seamless data collection, import, and export processes, ensuring that your data is accurately transferred and integrated into the CMMS system.                  Data Backup: Our data backup services provide regular, automated backups to protect against data loss and ensure business continuity.</p> <p><b>Record-Keeping and Reporting</b>                  Record-Keeping: Our CMMS software includes comprehensive record-keeping capabilities to track maintenance activities, asset histories, and compliance documentation.                  Reporting: We offer advanced reporting tools to generate customizable reports, providing valuable insights into maintenance performance and helping you make informed decisions.</p> <p><b>Mobile, Cloud, and Web-Based Applications</b>                  Mobile Applications: Our mobile CMMS applications allow maintenance teams to access the system on-the-go, enhancing field efficiency and real-time data entry.                  Cloud-Based Platforms: Our cloud-based CMMS platforms offer the flexibility to access the system from anywhere with an internet connection, facilitating remote work and collaboration.                  Web-Based Applications: Our web-based CMMS solutions provide a user-friendly interface accessible through any web browser, ensuring ease of use and quick access to essential maintenance information.</p> <p><b>Customer Service and Support</b>                  Customer Service: We prioritize customer satisfaction with dedicated account managers and responsive customer service teams to address your needs and ensure a positive experience.                  Technical Support: Our technical support team is available 24/7 to resolve any technical issues, provide guidance, and ensure the smooth operation of your CMMS system.</p> <p><b>Auditing, Compliance, and Security</b>                  Auditing: We offer auditing services to ensure that your maintenance processes and data management comply with industry standards and regulatory requirements.                  Compliance: Our CMMS solutions are designed to support compliance with relevant regulations, including safety standards and environmental regulations.                  Security: We implement robust security measures to protect your data, including encryption, access controls, and regular security audits to safeguard against cyber threats.                  By providing these comprehensive services, we ensure that our CMMS software not only meets your immediate maintenance management needs but also supports your long-term operational goals and strategic initiatives.</p>
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**Table 21: Exceptions to Terms, Conditions, or Specifications Form**

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcwell Pricing June 1 2024.pdf - Thursday June 20, 2024 09:00:13
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - TMA Systems Marketing.zip - Thursday June 20, 2024 07:44:20
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - T&C Sample Order Form.zip - Thursday June 20, 2024 14:38:58
- Requested Exceptions (optional)
- [Upload Additional Document](#) - TMA WebTMA7 VPAT - March 2024.pdf - Thursday June 20, 2024 15:12:31

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

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

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

Yes    No

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

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

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