



(APPENDIX H TO THE PURCHASING POLICY AND PROCEDURES MANUAL)
CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This Cooperative Purchase Customer Agreement ("Customer Agreement") is entered into by and between Vertosoft, LLC ("Vendor") and the City of North Richland Hills, ("Customer" or "Authorized Customer"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the Texas Department of Information Resources ("Cooperative Entity") and Vendor. Contract No. DIR-TSO-4227 as amended, (the "Agreement") with an expiration date of 9/28/2024. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at <https://dir.texas.gov/contracts/dir-tso-4227> or upon request from Vendor, (ii) the attached Vendor Quote/Purchase Order No. Q-05299 and Q-05256, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase software and related services brands pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity and will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement shall not exceed \$ 315,495.00 ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☐ **Single Purchase Contract** - The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Supply / As Needed Contract** - The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY 23-24. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☒ **Multi-Year Contract** - The Term shall be for 3 year(s) expiring on 10/19/2027 expiration date on quote. This Customer Agreement may be renewed for as long as funds are appropriated in the City of North Richland Hills annual budget each year and the terms and conditions of the contract do not change. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

☐ **Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Government Rider - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ **Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas ("Government Rider"). Such applicable terms and conditions as set forth in the Government Rider shall supersede any conflicting terms of the Vendor's terms and conditions, and such Government Rider shall control. The Government Rider is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this 06 day of May 2024.

[Signature Page Follows]



City Secretary Office
Official Record Copy

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

APPROVED: I certify that funds are currently available for this purchase.

☐ (Check the box if \$3,000 or less)

Digitally signed by Scott

By: Scott Kendall
Kendall
Date: 2024.05.06 12:45:26
Scott Kendall, Purchasing Manager

Department Director:

By:

Printed Name: Eric von Schimmelmann
Department: Information Technology

APPROVED:

By: Paulette A. Hartman Date: 5/17/24
Paulette A. Hartman, City Manager

Or Designee:

By: _____ Date: _____
Name: _____
Title: _____

ATTEST:

By: Alicia Richardson
Alicia Richardson, City Secretary/Chief Governance Officer

By: Traci Henderson
Traci Henderson, Assistant City Secretary

NRH City Council Action: Y ☒ N ☐

Date Approved: 5/14/2024

Agenda Item No: B.5

Ord/Res No

APPROVED TO FORM AND LEGALITY:

By: Cara Leahy White
Cara Leahy White, Interim City Attorney

By: Thomas McMillan
Thomas McMillan, Assistant City Attorney

Vertosoft, LLC:

By: David Ball Digitally signed by David Ball
Date: 2024.05.06 12:45:56
04:23'

Name: David Ball
Title: Senior Director
Date: 5/6/24



**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
Vertosoft, LLC**

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Vertosoft, LLC (hereinafter "Vendor"), with its principal place of business at 1602 Village Market Blvd. Suite #321, Leesburg, Virginia 20175.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-416, on 2/26/2018, for Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services. DIR subsequently issued a BAFO opportunity on (BAFO Date). Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-416 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-416, including all addenda; and Exhibit 2, DIR-TSO-TMP-416, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with two (2) optional two-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.



3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Product as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Software as a Service, and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarter of one percent (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov



If sent to the Vendor:

Jay Colavita
Vertosoft, LLC
1602 Village Market Blvd. Suite #321
Leesburg, VA 20175
Phone: (703) 568-4703
Email: jay@vertosoft.com

7. Software License Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs,



burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of the page intentionally left blank)



City Secretary Office
Official Record Copy

DIR Contract No. DIR-TSO-4227

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Vertosoft, LLC

Authorized By: Signature on File

Name: Jay Colavita

Title: President

Date: 9/6/18

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 9/28/18

Office of General Counsel: mh 9/26/18



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

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

Date: 3/20/2024, 1:43 PM

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

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

OpenGov Quote for City of North Richland Hills, TX

Contract: DIR-TSO-4227

Quote #: Q-05256
Expires On: 4/30/2024

Ship To
City of North Richland Hills, TX

Quote For:
Name: Eric VonSchimmelmenn
Company: City of North Richland Hills, TX
Email: evonschimmelmenn@nrhtx.com
Phone:

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

Overall POP Start Date: 5/20/2024
Overall POP End Date: 10/19/2024

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GGBP-B100150M-NR-0Y	Professional Services Deployment - Prepaid - Between \$100-150 Million - 0Y	393.00	\$216.00	\$84,888.00
TOTAL:				\$84,888.00

Quote Terms

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

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

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



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



City Secretary Office
Official Record Copy

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

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

Date: 3/22/2024, 10:34 AM

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

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

OpenGov Quote for City of North Richland Hills, TX

Contract: DIR-TSO-4227

Quote #: Q-05299
Expires On: 3/29/2024

Quote For:
Name: Eric VonSchimmelmann
Company: City of North Richland Hills, TX
Email: evonschimmelmann@nrhtx.com
Phone:

Ship To

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

Overall POP Start Date: 10/20/2024
Overall POP End Date: 10/19/2027

Group2

10/20/2024-10/19/2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFQ-B100150M-RR-3Y	Asset Management - Between \$100-150 Million - 3Y	1.00	\$21,361.73	\$21,361.73
OPGV-HAHC-B100150M-RR-3Y	Transportation Domain - Between \$100-150 Million - 3Y	1.00	\$9,098.86	\$9,098.86
OPGV-HAHD-B100150M-RR-3Y	Walkability Domain - Between \$100-150 Million - 3Y	1.00	\$5,199.35	\$5,199.35
OPGV-HAGA-B100150M-RR-3Y	Signal Domain - Between \$100-150 Million - 3Y	1.00	\$6,499.19	\$6,499.19
OPGV-HAHB-B100150M-RR-3Y	Stormwater Domain - Between \$100-150 Million - 3Y	1.00	\$6,499.19	\$6,499.19
OPGV-HAFZ-B100150M-RR-3Y	Wastewater Collection - Between \$100-150 Million - 3Y	1.00	\$6,499.19	\$6,499.19
OPGV-HAHF-B100150M-RR-3Y	Water Distribution Domain - Between \$100-150 Million - 3Y	1.00	\$9,098.86	\$9,098.86
OPGV-HAFS-B100150M-RR-3Y	Asset Builder - Between \$100-150 Million - 3Y	1.00	\$3,335.11	\$3,335.11

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFT-B100150M-RR-3Y	Scenario Builder - Between \$100-150 Million - 3Y	1.00	\$5,558.52	\$5,558.52
Group2 TOTAL:				\$73,150.00

Group3

10/20/2025-10/19/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFQ-B100150M-RR-3Y	Asset Management - Between \$100-150 Million - 3Y	1.00	\$22,429.82	\$22,429.82
OPGV-HAHC-B100150M-RR-3Y	Transportation Domain - Between \$100-150 Million - 3Y	1.00	\$9,553.81	\$9,553.81
OPGV-HAHD-B100150M-RR-3Y	Walkability Domain - Between \$100-150 Million - 3Y	1.00	\$5,459.32	\$5,459.32
OPGV-HAGA-B100150M-RR-3Y	Signal Domain - Between \$100-150 Million - 3Y	1.00	\$6,824.65	\$6,824.65
OPGV-HAHB-B100150M-RR-3Y	Stormwater Domain - Between \$100-150 Million - 3Y	1.00	\$6,824.65	\$6,824.65
OPGV-HAFZ-B100150M-RR-3Y	Wastewater Collection - Between \$100-150 Million - 3Y	1.00	\$6,824.65	\$6,824.65
OPGV-HAHF-B100150M-RR-3Y	Water Distribution Domain - Between \$100-150 Million - 3Y	1.00	\$9,553.81	\$9,553.81
OPGV-HAFS-B100150M-RR-3Y	Asset Builder - Between \$100-150 Million - 3Y	1.00	\$3,501.86	\$3,501.86
OPGV-HAFT-B100150M-RR-3Y	Scenario Builder - Between \$100-150 Million - 3Y	1.00	\$5,836.44	\$5,836.44
Group3 TOTAL:				\$76,809.01

Group4

10/20/2026-10/19/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFQ-B100150M-RR-3Y	Asset Management - Between \$100-150 Million - 3Y	1.00	\$23,551.31	\$23,551.31
OPGV-HAHC-B100150M-RR-3Y	Transportation Domain - Between \$100-150 Million - 3Y	1.00	\$10,031.10	\$10,031.10
OPGV-HAHD-B100150M-RR-3Y	Walkability Domain - Between \$100-150 Million - 3Y	1.00	\$5,732.28	\$5,732.28
OPGV-HAGA-B100150M-RR-3Y	Signal Domain - Between \$100-150 Million - 3Y	1.00	\$7,165.88	\$7,165.88
OPGV-HAHB-B100150M-RR-3Y	Stormwater Domain - Between \$100-150 Million - 3Y	1.00	\$7,165.35	\$7,165.35
OPGV-HAFZ-B100150M-RR-3Y	Wastewater Collection - Between \$100-150 Million - 3Y	1.00	\$7,165.35	\$7,165.35
OPGV-HAHF-B100150M-RR-3Y	Water Distribution Domain - Between \$100-150 Million - 3Y	1.00	\$10,031.49	\$10,031.49
OPGV-HAFS-B100150M-RR-3Y	Asset Builder - Between \$100-150 Million - 3Y	1.00	\$3,676.96	\$3,676.96
OPGV-HAFT-B100150M-RR-3Y	Scenario Builder - Between \$100-150 Million - 3Y	1.00	\$6,128.27	\$6,128.27
Group4 TOTAL:				\$80,647.99

TOTAL: \$230,607.00

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES



City Secretary Office
Official Record Copy

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Vertosoft LLC
Leesburg, VA United States

Certificate Number:
2024-1146435

Date Filed:
04/15/2024

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

City of North Richland Hills, TX

Date Acknowledged:

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

Q-05256, Q-05299
OpenGov software and related services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Chet Hayes, and my date of birth is 05/22/1971.

My address is 1602 Village Market Blvd SE Ste. 320, Leesburg, VA, 20175, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Loudoun County, State of VA, on the 15th day of April, 2024.
(month) (year)

Chet Hayes

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES



City Secretary Office **FORM 1295**
Official Record Copy

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Vertosoft LLC
Leesburg, VA United States

Certificate Number:
2024-1146435

Date Filed:
04/15/2024

Date Acknowledged:
05/16/2024

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

City of North Richland Hills, TX

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

Q-05256, Q-05299
OpenGov software and related services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

**AMENDMENT NO. 1 TO
CITY OF NORTH RICHLAND HILLS
VERTOSOFT, LLC
COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

THE STATE OF TEXAS §

THE COUNTY OF TARRANT §

WHEREAS, the City of North Richland Hills (“City”) and Vertosoft, LLC (“Contractor”) collectively referred to as the “parties,” made and entered into a Cooperative Purchase Customer Agreement effective on May 6, 2024 (“Agreement”); and

WHEREAS, the Agreement involves software and related services brands provided to the City and is governed by the terms and conditions of The Texas Department of Information Resources Contract No. DIR-TSO-4227 (“Cooperative Entity Contract”); and

WHEREAS, the Agreement provides for a maximum expenditure amount not to exceed \$315,495.00 through October 19, 2027; and

WHEREAS, Contract No. DIR-TSO-4227 is no longer applicable to the products or services to be provided under the Agreement; and

WHEREAS, the parties now wish to amend the Agreement to accept the terms and conditions of additional Cooperative Entity contract(s), as amended, which is incorporated herein and will govern the purchase of goods or services of the Agreement going forward;

NOW THEREFORE, City and Contractor, acting herein by and through their duly authorized representatives, enter into the following agreement:

1. Effective October 14, 2024, the Agreement shall be governed by the terms and conditions of The Texas Department of Information Resources Contract No. DIR-CPO-5327, as amended, individually or collectively referred to herein as the Cooperative Entity Contract, which is incorporated into the Agreement by reference and available online at <https://dir.texas.gov/contracts/dir-cpo-5327> or upon request from Contractor. The Cooperative Entity Contract expires on May 02, 2026, respectively.
2. All other provisions of the Agreement that are not expressly amended herein shall remain in full force and effect.

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

By: 
Paulette A. Hartman, City Manager

Date: 10/24/24

APPROVED TO FORM AND LEGALITY:

By: _____
Bradley Anderle, City Attorney

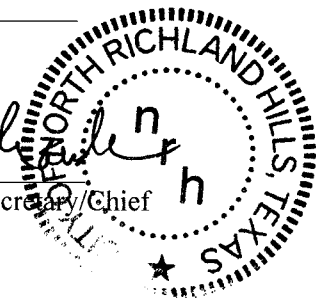
VERTOSOFT, LLC :

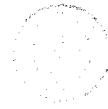
By: David Ball Digitally signed by David Ball
Date: 2024.10.09 14:54:23
-04'00'
Name, Title David Ball, Senior Director

Date: 10/9/24

ATTEST:-

By: 
Alicia Richardson, City Secretary/Chief
Governance Officer





City Secretary Office
Official Record Copy

NRH Council Action Y (M)

Date Approved 10.24.24

Agenda No. _____

Ord / Res No. _____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
Vertosoft LLC

1 INTRODUCTION

1.1 Parties

This contract for Software, Commercial Off-the-Shelf (COTS) and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Vertosoft LLC, a Virginia Limited Liability Company (LLC) (hereinafter "Successful Respondent"), with its principal place of business at 1602 Village Market Blvd. Suite 320 Leesburg, Virginia 20175.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-570, on February 2, 2023, for Software, Commercial Off-the-Shelf (COTS) and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-570, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:

1. this Contract;
2. Appendix A, Standard Terms and Conditions;
3. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
4. Appendix C, Pricing Index;
5. Exhibit 1, RFO DIR-CPO-TMP-570, including all Addenda; and
6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-570, including all Addenda.

- B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions.**

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and two (2) optional one-year renewals (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercial Off-the-Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

- A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.
- B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.
- C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

- A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as

applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

- B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

5.5 Travel Expenses

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of such services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking, and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services provided under this Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by the Customer. The Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

6 DIR ADMINISTRATIVE FEE

- A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.
- B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

- A. A current price list or mechanism to obtain specific contract pricing;
- B. MSRP/list price or DIR Customer price;
- C. Discount percentage (%) off MSRP or List Price;
- D. Warranty policies;
- E. Return policies;
- F. A link to DIR's list of TX-RAMP certified Cloud Products; and
- G. A link to Service Level Agreements for each SaaS product awarded, which, at a minimum, shall include metrics and method for calculating and reporting results for:
 - i. service availability;
 - ii. recovery time objectives; and
 - iii. data loss tolerance levels (also known as recovery point objectives).

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

- A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Filler information: Order Filler name, Order Filler business address, Order Filler CPA Identification Number, Order Filler contact person email address and phone number.
- C. DIR reserves the right to require Successful Respondent to rescind any Order Filler participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
- E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- F. Successful Respondent shall not prohibit any Order Filler from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: lisa.massock@dir.texas.gov

If sent to Successful Respondent:

Jay Colavita
President
Vertosoft LLC
1602 Village Market Blvd. Suite 320
Leesburg, Virginia 20175
Phone: (703) 568-4703
Email: jay@vertosoft.com

10 SOFTWARE LICENSE

10.1 Software License Agreement

- A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.
- B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

11 CONFLICTING OR ADDITIONAL TERMS

- A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.
- B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

- C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Vertosoft LLC

Authorized By: Signature on file

Jay Colavita
Name: _____

President
Title: _____

4/17/2024 | 5:26 PM PDT
Date: _____

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on file

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 5/2/2024 | 5:14 PM CDT

Office of General Counsel: Initials on File

Date: 5/2/2024 | 3:59 PM CDT



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

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

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

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

OpenGov Quote for City of North Richland Hills, TX

Contract: DIR-CPO-5327

Quote #: Q-05299

Expires On: 10/20/2024

Ship To

Quote For:
Name: Eric VonSchimmelmenn
Company: City of North Richland Hills, TX
Email: evonschimmelmenn@nrhtx.com
Phone:

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

Overall POP Start Date: 10/20/2024
Overall POP End Date: 10/19/2027

Group210/20/2024-10/19/2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFQ-B100150M-RR-3Y	Asset Management - Between \$100-150 Million - 3Y	1.00	\$21,361.73	\$21,361.73
OPGV-HAHC-B100150M-RR-3Y	Transportation Domain - Between \$100-150 Million - 3Y	1.00	\$9,098.86	\$9,098.86
OPGV-HAHD-B100150M-RR-3Y	Walkability Domain - Between \$100-150 Million - 3Y	1.00	\$5,199.35	\$5,199.35
OPGV-HAGA-B100150M-RR-3Y	Signal Domain - Between \$100-150 Million - 3Y	1.00	\$6,499.19	\$6,499.19
OPGV-HAHB-B100150M-RR-3Y	Stormwater Domain - Between \$100-150 Million - 3Y	1.00	\$6,499.19	\$6,499.19
OPGV-HAFZ-B100150M-RR-3Y	Wastewater Collection - Between \$100-150 Million - 3Y	1.00	\$6,499.19	\$6,499.19
OPGV-HAHF-B100150M-RR-3Y	Water Distribution Domain - Between \$100-150 Million - 3Y	1.00	\$9,098.86	\$9,098.86
OPGV-HAFS-B100150M-RR-3Y	Asset Builder - Between \$100-150 Million - 3Y	1.00	\$3,335.11	\$3,335.11

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFT-B100150M-RR-3Y	Scenario Builder - Between \$100-150 Million - 3Y	1.00	\$5,558.52	\$5,558.52
Group2 TOTAL:				\$73,150.00

Group3

10/20/2025-10/19/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFQ-B100150M-RR-3Y	Asset Management - Between \$100-150 Million - 3Y	1.00	\$22,429.82	\$22,429.82
OPGV-HAHC-B100150M-RR-3Y	Transportation Domain - Between \$100-150 Million - 3Y	1.00	\$9,553.81	\$9,553.81
OPGV-HAHD-B100150M-RR-3Y	Walkability Domain - Between \$100-150 Million - 3Y	1.00	\$5,459.32	\$5,459.32
OPGV-HAGA-B100150M-RR-3Y	Signal Domain - Between \$100-150 Million - 3Y	1.00	\$6,824.65	\$6,824.65
OPGV-HAHB-B100150M-RR-3Y	Stormwater Domain - Between \$100-150 Million - 3Y	1.00	\$6,824.65	\$6,824.65
OPGV-HAFZ-B100150M-RR-3Y	Wastewater Collection - Between \$100-150 Million - 3Y	1.00	\$6,824.65	\$6,824.65
OPGV-HAHF-B100150M-RR-3Y	Water Distribution Domain - Between \$100-150 Million - 3Y	1.00	\$9,553.81	\$9,553.81
OPGV-HAFS-B100150M-RR-3Y	Asset Builder - Between \$100-150 Million - 3Y	1.00	\$3,501.86	\$3,501.86
OPGV-HAFT-B100150M-RR-3Y	Scenario Builder - Between \$100-150 Million - 3Y	1.00	\$5,836.44	\$5,836.44
Group3 TOTAL:				\$76,809.01

Group4

10/20/2026-10/19/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAFQ-B100150M-RR-3Y	Asset Management - Between \$100-150 Million - 3Y	1.00	\$23,551.31	\$23,551.31
OPGV-HAHC-B100150M-RR-3Y	Transportation Domain - Between \$100-150 Million - 3Y	1.00	\$10,031.10	\$10,031.10
OPGV-HAHD-B100150M-RR-3Y	Walkability Domain - Between \$100-150 Million - 3Y	1.00	\$5,732.28	\$5,732.28
OPGV-HAGA-B100150M-RR-3Y	Signal Domain - Between \$100-150 Million - 3Y	1.00	\$7,165.88	\$7,165.88
OPGV-HAHB-B100150M-RR-3Y	Stormwater Domain - Between \$100-150 Million - 3Y	1.00	\$7,165.35	\$7,165.35
OPGV-HAFZ-B100150M-RR-3Y	Wastewater Collection - Between \$100-150 Million - 3Y	1.00	\$7,165.35	\$7,165.35
OPGV-HAHF-B100150M-RR-3Y	Water Distribution Domain - Between \$100-150 Million - 3Y	1.00	\$10,031.49	\$10,031.49
OPGV-HAFS-B100150M-RR-3Y	Asset Builder - Between \$100-150 Million - 3Y	1.00	\$3,676.96	\$3,676.96
OPGV-HAFT-B100150M-RR-3Y	Scenario Builder - Between \$100-150 Million - 3Y	1.00	\$6,128.27	\$6,128.27
Group4 TOTAL:				\$80,647.99

TOTAL: \$230,607.00

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

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

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

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