

To: Honorable Public Utilities Board

Submitted by: / S /
Teri Dean Alderson
AGM – Administration

From: Ikue Suto-McNiff
Procurement Analyst

Approved by: / S /
Tim Haines
General Manager

Subject: By Motion, Authorize the General Manager to Enter into a Professional Services Agreement for a Term of Up to Three Years, with Options to Extend Two More Years at the General Manager’s Discretion, with Vertosoft for OpenGov’s eProcurement Software Solution in a Three-Year Amount Not to Exceed \$130,000, With a Contingency Amount Not to Exceed \$11,164.20, Options to Extend for \$27,104.65 and \$28,459.88, Respectively, for a Total Not to Exceed of \$185,564.53, and Further Authorize an Increase to the Support Services’ Capital Budget by \$185,564.53 to cover Fiscal Year 2026 Cost Increases Resulting from Amendment #1, and Find the Action Exempt from the California Environmental Quality Act

RECOMMENDATION

By motion, find AMP’s action is not a CEQA project pursuant to CEQA Guidelines Section 15378, is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3) as outlined in the administrative report, and authorize the General Manager to enter into a Professional Services Agreement for a term of up to three years, with options to extend two more years at the General Manager’s discretion, with Vertosoft for OpenGov’s eProcurement Software Solution in a three-year amount not to exceed \$130,000, with a contingency amount not to exceed \$11,164.20, options to extend for \$27,104.65 and \$28,459.88, respectively, for a total not to exceed of \$185,564.53, and further authorize an increase to the Support Services’ Capital Budget by \$185,564.53 to cover fiscal year 2026 cost increases resulting from Amendment #1.

BACKGROUND

Since 2016, Alameda Municipal Power (AMP) has utilized the PlanetBids electronic procurement (e-procurement) platform to conduct paperless solicitations for professional services, construction and maintenance, and materials. During this period, AMP experienced no bid protests.

As the most recent PlanetBids agreement approached expiration, AMP evaluated options to ensure continued support for compliant, efficient, and competitive procurement practices.

DISCUSSION

AMP staff conducted market research on e-procurement solutions frequently discussed at

procurement conferences and gathered informal feedback from peer agencies regarding their user experiences. Based on this review, staff selected two vendors—Authorium and OpenGov—to provide demonstrations.

Between Authorium and OpenGov, the latter demonstrated extensive familiarity with public-sector procurement practices, stronger vendor outreach capabilities, and a more intuitive configuration for managing formal solicitation processes. Staff noted that broader access to solicitation templates and specification libraries used by other public agencies would support clearer, more competitive procurement documents and improve bid participation and outcomes.

While PlanetBids allowed AMP's to transition from paper-based- to e-procurement, improve vendor communications, and support objective and transparent evaluation processes, staff observed limitations in vendor outreach and bid response in recent formal solicitations. Although limited bid responses may partially reflect AMP's technical requirements, staff believes enhanced outreach tools and improved solicitation development capabilities would strengthen procurement results.

OpenGov's pricing model is based on agency revenue rather than the number of user licenses, allowing unlimited internal users with appropriate controls. This structure provides greater flexibility during solicitation intake, evaluation, and bidder question-and-answer phases. Although the OpenGov platform requires one-time implementation costs, staff believes the long-term operational efficiencies and procurement improvements justify the transition.

The OpenGov e-procurement software is distributed through Vertosoft, which holds a vendor agreement competitively awarded through Sourcewell, a government cooperative purchasing program authorized by the State of Minnesota. Under AMP procurement rules, cooperative purchasing agreements may be utilized when competitively awarded. When AMP uses a cooperative agreement, the term of AMP's agreement must be coterminous with the Sourcewell agreement. The current Sourcewell contract terminates October 25, 2028; therefore, AMP's agreement will terminate on that date unless the cooperative contract is extended. Staff anticipates the Sourcewell agreement will be extended, consistent with standard practice, allowing AMP's agreement to continue through February 15, 2029, with up to two additional one-year extensions at the General Manager's discretion without returning to the Public Utilities Board (Board).

Based on this evaluation, staff recommends authorizing the General Manager to enter into a professional services agreement with Vertosoft for the OpenGov e-procurement software.

FINANCIAL IMPACT

The OpenGov e-procurement system was not originally included in Support Services' fiscal year (FY) 2026 Capital Budget. The total contract amount of \$185,564.53, including contingency and options to extend, exceeds the authorization spending threshold for new projects and requires Board approval. Staff recommends funding this expenditure by increasing the draw on reserves by \$185,564.53. This one-time increase in reserve usage is not expected to have a material adverse impact on AMP's overall financial position.

ENVIRONMENTAL REVIEW

Alameda Municipal Power finds that its actions are not a project as defined by CEQA Guidelines Section 15378, which excludes “continuing administrative...activities” and “organization or administrative activities of governments...” Alameda Municipal Power further finds that it can be seen with certainty that there is no possibility that the activity will result in a direct or reasonably foreseeable indirect change in the environment. The project involves the adoption of an e-procurement software, and there is no potential for direct or indirect changes in existing conditions as a result.

Alameda Municipal Power further finds that its actions are exempt from CEQA, including but not limited to CEQA Guidelines Section 15061(b)(3). More specifically, Alameda Municipal Power finds its actions are subject to the commonsense exemption because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Alameda Municipal Power’s actions involves the adoption of an e-procurement software.

LINK TO STRATEGIC PLAN AND METRICS

Business Resiliency: AMP must maintain its competitiveness and financial performance by utilizing its sustainable resources and through operational excellence.

Technology: AMP must optimize its technology to meet its evolving business environment.

Workforce: AMP must attract and retain employees while fostering a collaborative culture and adapting to changing industry trends.

EXHIBITS

A. Professional Services Agreement PS 01-26-01

SERVICE PROVIDER AGREEMENT
PS 01-26-01

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 2026 (“**Effective Date**”), by and between Alameda Municipal Power, a Department of the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and VERTOSOFT LLC, a Virginia LLC, whose address is 1602 Village Market Blvd. SE. Suite 320, Leesburg, VA (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. Alameda Municipal Power (“AMP”) is a Department of the City which is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. AMP is in need of the following services: SaaS eProcurement Solution. The Provider was selected through a cooperative purchase utilizing the Sourcewell Cooperative Purchasing Agreement 060624-VTO (the “Sourcewell Agreement”) between Vertosoft LLC and Sourcewell. Sourcewell is a State of Minnesota local government unit and service cooperative. Vertosoft is the authorized reseller for OpenGov’s software product eProcurement Solution.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. AMP and Provider desire to enter into an agreement for SaaS eProcurement solution upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the ___ day of _____ 2026 and shall terminate on the 25th day of October 2028 unless terminated earlier as set forth herein.

Provided the underlying Sourcewell Agreement is extended beyond its original termination date of October 25, 2028, the Term of this Agreement shall automatically extend until the 15th day of February 2029. Afterwards, the parties may agree to extend the term of this Agreement on a year-by-year basis, for up to two (2) additional years (but in no event beyond the then-adjusted term of the Sourcewell Agreement). Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged.

2. **SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit AMP to request Provider to perform all tasks included therein.

3. **COMPENSATION TO PROVIDER:**

a. By the 7th day of each month, Provider shall submit to AMP an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B.

b. The total three-year compensation for this Agreement shall not exceed \$118,835.80, and in addition, a contingency of \$11,164.20 shall be applicable to the Agreement, for a total not-to-exceed for the first three years of \$130,000.00 (\$118,835.80 + 11,164.20). The cost for each of the optional 2 (two) years is \$27,104.65 and \$28,459.88 respectively. Provided the optional two years are exercised, the total not-to-exceed for the Agreement will be \$185,564.53.

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by AMP. If the initial Term does not reach three years due to the non-extension of the Sourcewell Agreement, the not-to-exceed of the first three years (\$130,000.00) will be prorated accordingly, with any excess funds being refunded.

4. **TIME IS OF THE ESSENCE:**

Provider and AMP agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims

filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

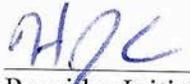
c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to AMP at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming AMP, the Public Utilities Board ("**PUB**"), the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.


Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming AMP, the Public Utilities Board, the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming AMP, the Public Utilities Board, the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each occurrence

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City and AMP, as a Department of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City (including AMP) has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of AMP for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, AMP shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSUREDS:

AMP, the Public Utilities Board, the City, its City Council, all boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by AMP are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of AMP's General Manager. Provider shall submit a written request for consent to transfer to AMP's General Manager at least thirty (30) days in advance of the desired transfer. AMP's General Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to AMP, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to AMP's General Manager at least five (5) days in advance. AMP's General Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of AMP's General Manager or their designee.

c. Provider shall, at such time and in such form as AMP's General Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records

available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by AMP that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of AMP or its designees during regular business hours upon reasonable prior notice. AMP has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by AMP's preliminary examination or audit of records, and AMP's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse AMP for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

Alameda Municipal Power
2000 Grand Street
Alameda, CA 94501
ATTENTION: Ikue Suto-McNiff, Procurement Analyst

Ph: (510) 748-3967, Email: suto-mcniff@alamedamp.com

e. All notices, demands, requests, or approvals from AMP to Provider shall be addressed to Provider at:

Vertosoft LLC
1602 Village Market Blvd. SE, Suite 320
Leesburg, VA
ATTENTION: Carly Moore
Ph: (540) 998-8361, Email: carly.moore@vertosoft.com

f. All updated insurance certificates from Provider to the City shall be addressed to AMP at:

Alameda Municipal Power]
2000 Grand Street
Alameda, CA 94501
ATTENTION: Ikue Suto-McNiff, Procurement Analyst
Ph: (510) 748-3967, Email: suto-mcniff@alamedamp.com

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify AMP within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to AMP a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from AMP of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AMP may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, AMP shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda (including AMP) which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by AMP of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both AMP and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

VERTOSOFT LLC
a Virginia LLC



Jay Colavita
President & Founder

ALAMEDA MUNICIPAL POWER,
a Department of the CITY OF ALAMEDA,
a municipal corporation

Timothy Haines
General Manager



RECOMMENDED FOR APPROVAL

Teri Dean Alderson
Assistant General Manager
- Administration

Loudoun, Virginia

The foregoing was acknowledged before me
on 1/27/20 by Jay Colavita

Signature

Notary Public

APPROVED AS TO FORM:
City Attorney

Lonnie Eldridge
Special Counsel, City of Alameda



Statement of Work

Alameda Municipal Power, CA

Creation Date: 12/29/2025
SoW Expiration Date: 03/29/2026
Document Number: PS-10739.2
Created by: Liam Watkins

Table of Contents

OpenGov Statement of Work	3
1. Project Scope and Understanding	3
2. Exhibits	3
3. OpenGov Responsibilities	3
4. Customer Responsibilities	3
5. Project Delivery	4
6. Estimated Schedule	4
7. Acceptance Procedure	4
8. Modifications	5
9. Communication and Escalation Procedure	5
Exhibit 1: Implementation Activities	6
OpenGov Implementation Methodology Overview	6
Procurement & Contract Management:	6
Initiate	6
Validate	7
Configure	7
Train	9
Launch	10
Exhibit 2: Technical Requirements	11
Procurement Technical Requirements	11

OpenGov Statement of Work

1. **Project Scope and Understanding**

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to Alameda Municipal Power, CA ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. **Exhibits**

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Procurement & Contract Management

2.2. Exhibit 2: Technical Requirements

2.2.1. Procurement & Contract Management

3. **OpenGov Responsibilities**

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. **Customer Responsibilities**

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The estimated duration of this work is four (4) months. The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov

may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

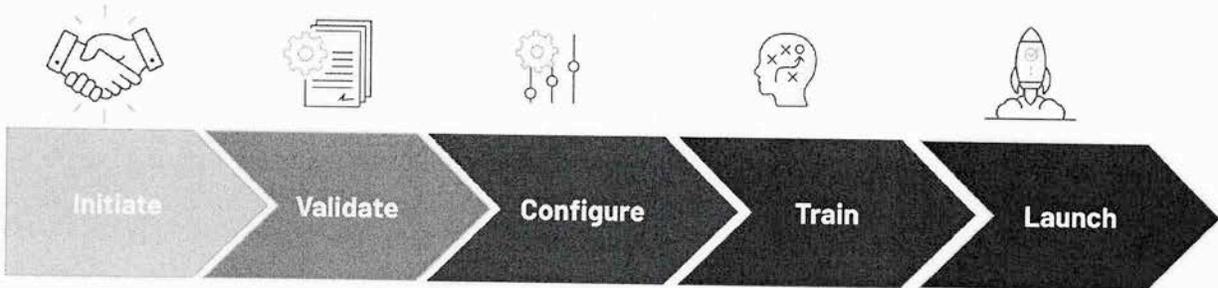
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov’s Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Procurement & Contract Management:

Use Cases Build for Procurement:

- Solicitation Development
- Supplier Engagement, Evaluation and Awards
- Request Management

Initiate

Provisioning Procurement Website Instance

OpenGov will:

- Configure customer portal and upload Customer’s logo.

Customer will:

- Provide logo.
- Confirm access to the Portal.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
 - Confirm list of templates
 - Review technical requirements
 - Provide documentation on requirements and processes

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Supplier Engagement, Evaluation and Award Configuration

Vendor Portal

OpenGov will:

- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:

- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:

- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria

- Customer sign-off that Vendor Portal has been configured.

Generic Template

OpenGov will:

- Deploy generic template.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:

- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria

- Customer sign-off that the Generic Template has been configured.

Solicitation Template Development Solution

OpenGov will:

- Review and confirm the Solicitation Templates and documents provided by the Customer.
- Configure up to two (2) total Solicitation Template(s) from customer provided templates:
 - Two (2) Non-Construction Solicitation Template will be built based on examples collected from the customer up to one hundred (100) pages in length.
 - One (1) Construction Solicitation Template will be built based on examples collected from the customer up to two hundred (200) pages in length.
- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Provide forms associated with solicitation templates.
- Provide admin documents.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Customer sign-off that the Solicitation template(s) have been configured.

Request Management

OpenGov will:

- Configure Request Management settings for up to three (3) workflows.
- Provide up to ten (10) hours of working sessions covering:
 - Configuration Review
 - Process Walkthrough(s)
 - User Acceptance Testing support

Customer will:

- Provide Request Management Approvers.
- Provide Departments.
- Provide a purchasing policy.
- Review, Test, and Sign off on configuration.
- Attend all working sessions.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations and will update the configurations as part of its testing and training activities.

Completion Criteria

- Customer sign-off that Requisitions have been configured.

Admin Documents and Checklist Configuration

OpenGov will:

- Review & configure up to four (4) standard Admin Documents :
 - Proposal Viewer Agreement
 - Interview Invitation
 - Non-Award Letter
 - Notice of Intent to Award

Customer will:

- Provide Admin Documents.

Completion Criteria

- Admin Documents and Checklist have been configured.

Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Single Sign On has been configured.

Train

Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
 - Supplier Engagement
 - Creating Bids with Generic Templates
 - Live Bid Management & Vendor Experience
 - Evaluation and Awarding
 - Solicitation Development
 - Writing Solicitations using templates
 - Request Management

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Training has been conducted.

Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).

- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Working sessions have been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of remote working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Procurement Technical Requirements

Logo

- .png or .jpg file
- At least 300KB but not larger than 500KB

Vendor List

- Single Flat file
- .csv or .xlsx format

Sample Documents or Boilerplate Templates

- PDF or Word format, including all related attachments and documents.

Templates

- All templates are assumed to be samples unless specified as a boilerplate. A boilerplate template document that can be reused more than once without any substantive change.
- All templates assume up to 50 pages in length each unless otherwise specified in Exhibit 1. Page count includes all attachments, forms, notices, and other documentation
- All templates are assumed to be non-construction unless otherwise specified in Exhibit 1. A "Construction" template refers to templates inclusive of requirements, specifications, and conditions for construction projects: including any of the following examples but not limited to: regulations, codes, and standards, risk management, insurance management, dispute resolution mechanisms, phases, tasks, dependencies, materials, equipment, construction methods, liability and warranty periods.

Admin Documents

- PDF or Word format



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: 1/8/2026, 3:02 PM

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

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

Vertosoft Quote for OpenGov - Alameda Municipal Power, CA

Contract: Sourcewell: 060624-VTO

Quote #: Q-17811
Expires On: 2/28/2026

Quote For:
Name:
Company: Alameda Municipal Power, CA
Email:
Phone:

Ship To
 Alameda Municipal Power, CA
 Ikue Suto McNiff
 suto-mcniff@alamedamp.com

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

Overall POP Start Date: 2/16/2026
 Overall POP End Date: 2/15/2029

Group1 2/16/2026 - 2/15/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWEM-B80100M-AR-3Y	OpenGov Core Procurement - Between \$80-100 Million - 3Y	1.00	\$15,051.70	\$15,051.70
OG-TWCO-B80100M-AR-3Y	Request Management - Between \$80-100 Million - 3Y	1.00	\$8,362.31	\$8,362.31
OG-PSBG-B80100M-OT-0Y	Professional Services Deployment - Prepaid - Between \$80-100 Million - 0Y	186.00	\$242.06	\$45,023.16
Group1 TOTAL:				\$68,437.17

Group2

2/16/2027 - 2/15/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWEM-B80100M-AR-3Y	OpenGov Core Procurement - Between \$80-100 Million - 3Y	1.00	\$15,804.28	\$15,804.28
OG-TWCO-B80100M-AR-3Y	Request Management - Between \$80-100 Million - 3Y	1.00	\$8,780.42	\$8,780.42
Group2 TOTAL:				\$24,584.70

Group3

2/16/2028 - 2/15/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWEM-B80100M-AR-3Y	OpenGov Core Procurement - Between \$80-100 Million - 3Y	1.00	\$16,594.49	\$16,594.49
OG-TWCO-B80100M-AR-3Y	Request Management - Between \$80-100 Million - 3Y	1.00	\$9,219.44	\$9,219.44
Group3 TOTAL:				\$25,813.93

Grand Total: \$118,835.80

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

02/16/2029 \$27,104.65 (Optional Renewal)

02/16/2030 \$28,459.88 (Optional Renewal)

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.