FOURTH AMENDMENT TO DATABASE PLATFORM AGREEMENT BETWEEN PAYMENTWORKS, INC AND POUDRE SCHOOL DISTRICT R-1

This Fourth Amendment ("Amendment") effective as of September 5, 2025 ("Effective Date"), is attached to and forms part of the Database Platform Agreement between Poudre School District R-1 (the "District") and Paymentworks, Inc. (the "Contractor"), executed December 22, 2021, the First Amendment to the Agreement executed November 3, 2022 the Second Amendment to the Agreement executed September 28, 2023, and the Third Amendment to the Agreement executed December 10, 2024 each of which are attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, the First Amendment, the Second Amendment or the Third Amendment ("Agreement"), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Fourth Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.** At the conclusion of the term dated December 31, 2025, as outlined in section 2.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on January 1, 2026, through December 31, 2026.

3. **Amended Responsibilities.**

3.1. Within section 2, add section 2.18 and include the following language which is underlined:

Accessibility. The Contractor shall comply with and the Services provided under this agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado's Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The Contractor shall ensure compliance by providing a Voluntary Product Accessibility Template (VPAT) using the current template available here: https://www.section508.gov/sell/vpat/

Contractor shall indemnify, hold harmless, and assume liability on behalf of the District and the District's Board members, employees, representatives and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other

amounts incurred by the District in relation to Contractor's noncompliance with accessibility standards for an individual with a disability adopted by the Office of information Technology pursuant to C.R.S. § 24-85-103.

4. **Special Provisions.**

4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

5. **General Provisions.**

5.1. **Entire Agreement.** The Agreement and this Fourth Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the District and the Contractor have signed this Fourth Amendment as of the Effective Date.

PAYMENTWORKS INC.

By: Tom Hopkins
Tom Hopkins (Oct 8, 2025 04:44:13 EDT)

Tom Hopkins
Chief Financial Officer

POUDRE SCHOOL DISTRICT R-1

By: R David Montoya
R David Montoya (Oct 8, 2025 08:52:09 MDT)

R. David Montoya
Chief Finance Officer

By:
Kera Badalamenti (Oct 8, 2025 08:50:59 MDT)

Kera Badalamenti
Executive Director of Finance

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THIRD AMENDMENT TO DATABASE PLATFORM AGREEMENT BETWEEN PAYMENTWORKS, INC. AND POUDRE SCHOOL DISTRICT R-1

This Third Amendment ("Amendment") effective as of the 10th day of December 2024, is attached to and forms part of the Database Platform Agreement between Poudre School District R-1 (the "District") and Paymentworks, Inc. (the "Contractor"), executed December 22, 2021, the First Amendment to the contract executed November 3, 2022 and the Second Amendment to the contract executed September 28, 2023, each of which are attached and made part of this Third Amendment. To the extent that any of the terms or conditions contained in this Third Amendment may contradict with any of the terms or conditions of the attached Database Platform Agreement, the First Amendment or the Second Amendment ("Agreement"), it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This amendment shall constitute the Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**

   2.1. At the conclusion of the term dated December 31, 2024, as outlined in section 2.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on January 1, 2025 through December 31, 2025.

3. **Amended Responsibilities.**

   3.1. Within section 8, delete the language which has a strikethrough and replace with the following language which is underlined:

   Poudre School District R-1
   Attn: ~~Tracy Stibitz~~
   2407 LaPorte Avenue
   Fort Collins, CO 80521
   E-mail: ~~tstibitz@psdschools.org~~

   Poudre School District R-1
   Attn: Contracts Administrator
   2407 LaPorte Avenue
   Fort Collins, CO 80521
   E-mail: contracts@psdschools.org

4. **Special Provisions.**

   4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

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5. **General Provisions.**

5.1. **Entire Agreement.** The original Agreement, the First Amendment, Second Amendment and this Third Amendment constitute the entire agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter.

5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

THE REMAINDER OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK

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IN WITNESS WHEREOF, the District and the Contractor have signed this Amendment as of the Effective Date.

PAYMENTWORKS, INC.

DocuSigned by:
By: Thomas Hopkins
FC9DE9075B5246A...

Thomas Hopkins
Chief Finance Officer

POUDRE SCHOOL DISTRICT R-1

By: R David Montoya

R. David Montoya
Chief Finance Officer

By: Kera Badalamenti

Kera Badalamenti
Executive Director of Finance

DocuSign Envelope ID: E998E9DC-E77C-472C-8DAF-828F1A8478F2

SECOND AMENDMENT DATABASE PLATFORM AGREEMENT BETWEEN PAYMENTWORKS, INC. AND POUDRE SCHOOL DISTRICT R-1

This Second Amendment ("Second Amendment") effective as of the 28th day of September 2023, is attached to and forms part of the Database Platform Agreement between and Poudre School District R-1 (the "District") and Paymentworks, Inc.(the "Contractor") executed [Agreement Date] and the First Amendment to the Agreement executed [First Amendment] ("Agreement"), both of which are attached and made part of this Second Amendment. To the extent that any of the terms or conditions contained in this Second Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Second Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Second Amendment to the Agreement between the District and the Contractor. The purpose of this Second Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**

   2.1. At the conclusion of the term dated December 31, 2023, as outlined in section 2.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on January 1, 2023 through December 31, 2024.

3. **Special Provisions.**

   3.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Second Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

4. **General Provisions.**

   4.1. **Entire Agreement.** The original Agreement, the First Amendment and this Second Amendment, constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

   4.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

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IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

PAYMENTWORKS, INC.

By: DocuSigned by: Thomas Hopkins FC9DE9075B5246A...

Tom Hopkins
Chief Finance Officer

POUDRE SCHOOL DISTRICT R-1

By: R David Montoya
R David Montoya (Feb 7, 2024 12:33 MST)

R. David Montoya
Executive Director of Finance

By: Kera Badalamenti
Kera Badalamenti (Feb 7, 2024 10:23 MST)

Kera Badalamenti
Director of Finance/Controller

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FIRST AMENDMENT TO VENDOR DATABASE PLATFORM AGREEMENT BETWEEN PAYMENTWORKS, INC. AND POUDRE SCHOOL DISTRICT R-1

This First Amendment ("Amendment") dated the 3rd day of November 2022, is attached to and forms part of the Vendor Database Platform Agreement between Poudre School District R-1 (the "District") and Paymentworks, Inc. (the "Contractor") executed December 22, 2021, ("Agreement"), herby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**

   2.1. At the conclusion of the term dated December 31, 2022, as outlined in section 1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on January 1, 2023, through December 31, 2023.

3. **Special Provisions.**

   3.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

4. **General Provisions.**

   4.1. **Entire Agreement.** The original Agreement and this First Amendment constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

   4.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

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IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

PAYMENTWORKS, INC.

By: DocuSigned by: S. Thayer Stewart

Thayer Stewart
Chief Executive Officer

POUDRE SCHOOL DISTRICT R-1

By: R. David Montoya

R. David Montoya
Executive Director of Finance

By: Kera Badalamenti

Kera Badalamenti
Director of Finance/Controller

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VENDOR DATABASE PLATFORM AGREEMENT BETWEEN PAYMENTWORKS, INC. AND POUDRE SCHOOL DISTRICT R-1

This Vendor Database Platform Agreement (the "Agreement") is entered into as of the 22nd day of December 2021, by and between Poudre School District R-1, a school district organized and existing under the laws of the state of Colorado (the "District"), and PaymentWorks, Inc. (the "Contractor"), collectively referenced herein as the "parties." In consideration of the mutual covenants and promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.** This Agreement shall commence on the date set forth above and continue through and including December 31, 2022, unless earlier terminated as provided herein. The Agreement may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon addendum to the Contractor for each one-year term.

1.1. Notwithstanding any other term or provision of this Agreement, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.2. Notwithstanding the planned term of an Agreement and/or any extensions thereof as provided in section 1.1 and 1.2 above, either party may terminate an Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the other party no less than sixty (60) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this Agreement.

1.3. Upon the termination date of this Agreement, the District shall immediately discontinue use of the Service.

2. **Deliverables and Purchase Price.**

2.1. The Contractor's responsibility under this Agreement is to provide it's PaymentWorks Business Identity Platform for use in the District. The parties agree to the following, as specified in:

2.1.1. Request for Proposal ("RFP") 22-670-001, which is part of this agreement and attached hereto as Exhibit A.

2.1.2. Contractor's Response to RFP 22-670-001, which is part of this agreement and attached hereto as Exhibit B.

2.1.3. Contractor's Final Quote and Implementation Guide and Platform Description to RFP 22-670-001, which is part of this agreement and attached hereto as Exhibit C.

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2.1.4. Contractor's Terms Applicable to Data Validation Services and FCRA Restrictions, which is a part of this agreement and attached hereto as Exhibit D.

2.1.5. All documents which are made a part of this Agreement (hereinafter the "Services") and incorporated herein by reference.

2.2. Contractor shall provide the Services identified in Exhibit B and Exhibit C, which shall include but not be limited to their SIM+ Services, including PaymentWorks Supplier Information Management platform, PaymentWorks Payment Risk Indemnification service and onboarding services.

2.3. Services shall provide supports for up to three thousand (3,000) active payees, up to one thousand (1,000) slots for onboarding of new vendors, and no fees for receiving payment amounts up to Two Hundred and Fifty Million Dollars and Zero Cents ($250,000,000.00).

2.3.1. Onboarding services shall be developed based on the configuration and platform implementation Services identified in Exhibit C, final onboarding services and hours shall be established based on the timeline developed in section 2.6.

2.4. The total cost for Services, which includes the annual licenses subscription fee and onboarding services, as set forth on the attached Exhibit C, shall be at the rate of Sixty Thousand Dollars and Zero Cents ($60,000.00).

2.4.1. The total cost for the first year annual licenses subscription fee shall be at the rate of Thirty-Five Thousand Dollars and Zero Cents ($35,000.00), with payment due thirty (30) days from receipt of invoice, to not be provided until after system implementation and official activation of the Contractor's production environment as authorized in section 2.10.

2.4.2. The total cost for the one-time onboarding services shall be at the rate of Fifteen Thousand Dollars and Zero Cents ($15,000.00), and shall be invoiced based on billable hours with payment due thirty (30) days from receipt of invoice.

2.4.3. Additional hours for onboarding, integration or additional development shall be at the rate in Exhibit C.

2.4.4. Cost for subsequent years shall not exceed the pricing in Exhibit C.

2.5. **Additional Service Usage Terms.**

2.5.1. Subject to the District's compliance with the terms of this Agreement, the Contractor hereby grants the District a non-exclusive, nontransferable, limited right to access and use the Service. Such access and use shall be exercised only by users authorized by the District to access and use the Service on behalf of the District (collectively, "Authorized Users"). The District may access and use the Service to share information about the District ("District Data") and about transactions, invoices, invoice payment status, and related information (collectively, "Transaction Data") with District Authorized Users and/or District payees ("Payees"). The District will decide which Authorized Users and/or Payees have access to

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specific District Data and Transaction Data through elections and criteria established by the District through the Service. The Contractor, with notice to the District, may from time to time modify the Service or features of the Service.

2.5.2. Contractor shall provide the District Authorized Users unique login credentials ("User Name" and "Password") to be used to access the Service. The District and its Authorized Users are responsible for maintaining the confidentiality of the User Names and Passwords. The District and its Authorized Users shall immediately notify Contractor of any unauthorized use of a District issued User Name or Password and Contractor shall issue a new User Name and/or Password. The District will be solely responsible and liable for all activities that occur under the District's associated User Names and Passwords. The District shall be liable for any participation in the Service for any persons who accesses the Service using the User Name and Password of an Authorized User.

2.5.3. The District will (a) be responsible for Authorized Users' compliance, (b) be responsible for the accuracy, completeness, quality and legality of District and Transaction Data were acquired, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service and any Data, and notify Contractor promptly of any such unauthorized access or use, and (d) use the Service and Transaction Data only in accordance with any applicable documentation provided by Contractor and applicable laws and government regulations, and (e) comply with the terms applicable to data validation services. Except as set forth in Section 2.5.6.1, Contractor shall have no liability for the accuracy, completeness, quality or legality of any District Data or Transaction Data provided through the Service, whether provided by the District, District's third party service providers, or any Authorized User or Payee. Authorized Users, and the District agree to access the Service using single sign on which will be enabled as part of the services system implementation, and which may be modified from time to time, provided that Contractor will provide at least thirty (30) days written notice prior to the implementation of any such modification. Contractor may specify connectivity standards to access the Service from time to time. If the District wishes to submit payment instructions through the Service, the District must agree to designate Contractor as its Agent for submitting payment instructions in accordance with the requirements of the District's designated bank. For transactions that the District has elected to submit payment instructions through the Service, the District will transmit the payment instructions to Contractor. The District is solely responsible for the content of the payment instructions, including the accuracy and completeness of the payment amount and the intended recipient entity.

2.5.4. The District and its Authorized User's shall not: (a) make the Service or any Transaction Data obtained through the Service from any Authorized User or Payee available to, or use the Service or any Transaction Data obtained through the Service from any Authorized User or Payee for the benefit of, anyone other than the District, (b) sell, resell, license, sublicense, distribute, rent or lease the Service or any Transaction Data obtained through the Service from any Authorized User or Payee, or include the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in a service bureau or outsourcing offering, (c) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or confidentiality rights, (d) use the Service to store or transmit Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines, (e) interfere with or

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disrupt the integrity or performance of the Service or third-party data contained therein, (f) attempt to gain unauthorized access to the Service or any Transaction Data or its related systems or networks, (g) permit direct or indirect access to or use of the Service or any Transaction Data in a way that circumvents a contractual usage limit, (h) copy the Service or any part, feature, function or user interface thereof, (i) copy any Transaction Data obtained through the Service from any Authorized User or Payee except as permitted herein, (j) frame or mirror any part of any Service or Transaction Data, other than framing on the District's own intranets or otherwise for the District's own internal business purposes, (k) access the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in order to build a competitive product or service, or (l) reverse engineer the Service or any element thereof (to the extent such restriction is permitted by law), or (m) access or use the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in violation of any applicable, Federal, State or local law, rule or regulation.

2.5.5. All rights in and to the Service, including without limitation proprietary schema, tools, methodologies, methods of the Services and software; and any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, moral rights, know-how related to the Service (collectively, "Contractor Intellectual Property Rights"), not expressly granted to the District hereunder are reserved by Contractor.

2.5.6. For transactions that the District has elected to submit for electronic (EFT) payment, Contractor will transmit the District's payment instruction to the District's designated bank for processing; provided, however, that if, in its sole discretion, Contractor believes that transmitting the payment instructions will result in an incorrect or fraudulent transfer, Contractor reserves the right to refuse to transmit such payment instructions. In the event that Contractor refuses to transmit any payment instructions with respect to any Payee, Contractor will notify the District via email and the District will have the option to either (i) request a different payment method from the Payee through the Service, or (ii) facilitate the payment instructions outside of the Service; and provided, further, that in either case, the warranty set forth in section 2.5.6.1 will not apply to such transaction. In the event that any information supplied by Contractor is changed by the District after submission to the District's designated bank, the warranty set forth in section 2.5.6.1 will not apply. In the event that the District changes payment instructions after submission by Contractor, the District must notify Contractor in writing of such change within two business days or the terms set forth in section 2.5.6.1 shall not apply.

2.5.6.1. Contractor further warrants that with respect to any transaction processed through the Service that the District has both elected to submit through the Service for EFT payment to a U.S. Bank account and provided payment instructions in accordance with section 2.5.4, and for which the EFT credentials have been collected from the recipient entity through the Service, except as set forth below, the bank account to which the funds are transferred will be owned by the entity associated with the Tax ID provided to the District by Contractor. In the event of a breach of the warranty, Contractor will either remedy the breach or reimburse the District for the amount of the payment directed to the incorrect account, up to two million dollars and zero

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cents ($2,000,000.00) in the aggregate, notwithstanding any limitation on liability set forth in this Agreement. The District acknowledges that the Warranty set forth in section 2.5.6.1 will not apply to any transaction in which the District or any employee or agent of the District has engaged in fraud. The District acknowledges that the Warranty set forth in section 2.5.6.1 will not apply, and no EFT credential verification will be attempted for any transaction made through the Service to an EFT credential and associated Tax ID collected by the District outside of the Service and uploaded to the Service by the District.

2.5.7. **Protection of District Data and Transaction Data**. Contractor will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of District Data and Transaction Data provided by the District. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of District Data and Transaction Data by Contractor personnel except (a) to address service or technical problems, (b) as compelled by law, (c) as the District designates through elections made through the service or (d) as the District expressly permits in writing. The District expressly acknowledges and agrees that District Data and Transaction Data will be made available to Authorized Users and processors, including without limitation the District's bank, and Payees through the Service in accordance with elections and criteria established by District Authorized Users.

2.5.8. **Rights To Data**. All District Data is and shall remain the property of the District. All Transaction Data is and shall remain the property of its lawful owner. Contractor makes no claims, warranties or representations with regard to the ownership of Transaction Data or District Data. Notwithstanding anything to the contrary herein, Contractor may share Transaction Data, in the singular or aggregate, by providing reports or otherwise, to Authorized Users and Payees involved in a transaction and may identify the parties as being involved in the transaction in connection therewith, all in accordance with elections and criteria established by District Authorized Users through the Service; and the District hereby grants Contractor a world-wide limited license to host, copy, transmit, display and otherwise use District Data and Transaction Data as necessary to do so.

2.5.9. **Title to Technology**. All interest, title and right in and to Contractor Intellectual Property, including without limitation, all computer software programs or applications, or programs or applications of Contractor's third party licensors, utilized by Contractor in the establishment, operation, and/or the provision of Service, in whole or in part, shall be, vest with and remain the exclusive property of Contractor and its third party licensors.

2.5.10. The District acknowledges and agrees that its subscription to the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public or private statements made by Contractor regarding future functionality or features.

2.6. **Scope of Work Design Plan.** Use the Contractor's Standard Phase 1 timeline to guide the initial start of the implementation, attached as Exhibit C and hereby made

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part of this Agreement, with an intent to have Phase 1 implemented within seven (7) weeks from the execution of this Agreement.

2.6.1. The Contractor, District's Director of Finance or designee ("Project Coordinator") and any other necessary personnel shall hold a kickoff meeting within seven (7) days of execution of this Agreement and develop a collaborative execution plan for the full scope of the project within the fourteen (14) days of first kickoff meeting, which shall include but not limited to:

2.6.2. Identify key lead for each party.

2.6.3. Identify key contacts and team members from both parties for project.

2.6.4. Identify roles, responsibilities and expectations for each team member.

2.6.4.1. Anticipated workforce hours for Contractor.

2.6.4.2. Determine expectation for District staff resources.

2.6.5. Identify key external and internal groups integral to project.

2.6.5.1. Outline expectation of external and internal groups.

2.6.6. Outline communication plan, procedures and format.

2.6.7. Parties shall clearly identify mutual understandings of:

2.6.7.1. Identified scope of work

2.6.7.2. Completion of objectives

2.6.7.3. Overview of Contractors proposed methodology

2.6.8. Develop Timeline for key deliverables, which shall include:

2.6.8.1. Benchmarks for progress checks to ensure timely completion of deliverables.

2.6.8.2. Measurable indicators of deliverables

2.6.8.3. Key deliverables target completion dates.

2.6.9. Identify project constraints across the projected timeline.

2.6.10. Timeline and schedule of deliverables.

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2.6.10.1. Timeline shall include anticipated service hours for each deliverable and total estimated billable costs.

2.6.10.2. No changes or modifications to timeline or schedule shall be allowed, except through a mutual written approval from the Project Coordinator and Contractor key lead.

2.6.11. If both parties are unable to come to an agreement on the scope of work outlined in this section 2.6 within forty-five (45) days from the first day of the kickoff meeting, then the parties may mutually agree to discontinue the Agreement.

2.7. **Implementation Plan.**

2.7.1. Contractor shall work directly with the District's Project Coordinator to develop a plan for Services for implementation ("Implementation Plan").

2.7.2. Contractor shall provide updates to the Implementation Plan to the Project Coordinator for review and approval based on the timeline established in section 2.6.

2.7.2.1. Project Coordinator reserves the right to request modification, additions or additional services to Implementation Plan as they determine appropriate.

2.7.2.2. Project Coordinator reserves the right to request modification, additions or additional services (each a "Modification") to Implementation Plan as they determine appropriate. In the event that the Project Coordinator requests a Modification, the parties shall negotiate in good faith to establish the price of such Modification.

2.7.3. Any delay beyond the completion date, must be submitted in writing to the Project Coordinator. Delays will be denied or approved in writing by the Project Coordinator.

2.8. **Inspection.** Payment for Services furnished under the Contract shall not constitute acceptance thereof. The Project Coordinator shall have the right to inspect Services provided, the product of such Services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, Services rejected, and Services supplied in excess of quantities specified in the Contract may be returned to Contractor at Contractor's expense, within thirty (30) days from receipt. The District may charge Contractor all expenses of examining, repairing and correcting such Services. In the event the District receives Services where defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Contractor from the obligation of testing, inspection, and quality control.

2.9. **Acceptance of Services.** Services are considered complete, only after the Project Coordinator has inspected and formally accepted Services in writing. Payments will not be made until Services are formally accepted.

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2.9.1. The Project Coordinator reserves the right to cancel Services at any time upon written notice, including Services which may have been requested and have not been completed.

2.10. **Support.**

2.10.1. Contractor shall provide contact information for a dedicated support representative, including office phone number, email, and a general customer service after-hours contact.

2.10.2. Contractor shall provide a clearly defined Service level agreement, which shall include procedures for:

2.10.3. Providing daily phone support at a minimum between the hours of 6:00 am mountain standard time and 6:00 pm mountain standard time.

2.10.4. Escalating critical support issues to highly experienced engineers.

2.10.5. Definitions and expectations for support ticket severity levels, corresponding update timeframes, and resolution commitments.

2.10.6. Minimum support response times of:

2.10.6.1. Two (2) hour of downtime for critical outages,

2.10.6.2. Four (4) hours for high level support requests,

2.10.6.3. Eight (8) hours for medium support requests, and

2.10.6.4. Sixteen (16) hours for low support requests.

2.10.7. Training shall be provided to District staff members as identified by the Project Coordinator, prior to implementation of the Services, at no additional cost to the District.

2.10.7.1. Contractor shall continue to provide additional supports and training to District staff and new employees, at no additional cost to the District, through the duration of the Agreement and all amendments, including live support, to ensure District staff maintain knowledge and updated use of the Services.

2.11. **Invoices.** Invoices for Services provided shall be submitted to the District's accounts payable department within thirty (30) days of completion of Services for billable hours, and sixty (60) days prior to the term in section 1 of this Agreement.

2.12. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) approval signoff from District and purchase order number. All invoices must be

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submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

2.12.1. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs.

2.13. **Warranties.** Notwithstanding prior acceptance of Services by the District, the Contractor shall expressly warrant all Services or deliverables provided under this Agreement, will be of good quality, new and properly functioning at the start of operations and conform to any sample and any specifications, drawings or other description furnished or adopted by the District and will be fit and sufficient for their intended purpose, of merchantable quality, of good material and workmanship and free from defect. The warranty period will begin at the time the Services or deliverables have been formally accepted in writing by the District.

2.13.1. Contractor further warrants that the processes and methods employed to perform the work shall be suitable for the results required and expected. If the Contractor proposes to use an unproved and untried method, process or product, the District must be advised of the proposal in writing and give approval. The District may permit experimentation but may require special guarantees by the Contractor to cover the experimental work. The Contractor shall assign to the District all manufacturers' warranties and guarantees upon acceptance of Services.

2.13.2. Nothing contained in this section 2.13.2 shall affect the warranties provided by the Contractor through any proposal submissions, product literature, exhibits or other warranties provided as part of the scope of this Agreement.

2.13.3. During the warranty period, the Contractor will correct all defects and/or deficiencies associated with this contract and replace incorrect or defective Services within a commercially reasonable time of written notification from the District to the Contractor. If, within a commercially reasonable time after written notice by the District to the Contractor, the Contractor has not corrected all defects and/or deficiencies, the District may correct all defects and/or deficiencies at the Contractor's expense.

2.13.4. The Contractor shall be responsible and bear all costs to correct any problems, defects and/or deficiencies which do not meet the specifications set forth in the Agreement

2.13.5. Contractor shall be responsible for filing, processing and collecting all damage claims.

2.13.6. Defects and/or deficiencies properly noted in writing to the Contractor before expiration of the warranty period will be fully covered regardless of such subsequent expiration. In the case of emergency, repairs and/or replacement may be made without notice being given to the Contractor, if determined by the District that delay would cause certain loss or damage. The Contractor shall pay the cost of these emergency repairs and/or replacements.

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2.14. **Materials.** All labor, licenses, materials, supplies, equipment, and all other items necessary to complete the Services required to be furnished by the Contractor (the "Materials") shall be part of and not in addition to the Agreement price. The Contractor shall be responsible and liable for any damage or destruction to any Materials resulting from any cause other than the deliberate acts of the District for which it could be held liable under the Colorado Governmental Immunity Act.

2.15. **Primary Contractor and Subcontractors.** The Contractor shall assume all responsibility for performance of all Services in this Agreement, whether or not the Contractor uses subcontractors. Any consequences resulting from non-performance under the terms of this Agreement are the sole responsibility and liability of the Contractor. The Contractor shall be the sole point of contact with the District with regard to all matters covered by this Agreement. The District shall not initiate or maintain contact with any subcontractor unless such contact becomes necessary to mitigate the District's damage in the event the Contractor is in default or breach of any term or obligation of this Agreement.

2.16. The District represents and warrants that (i) its Authorized Users have authority to act on behalf of the District; and (ii) all District Data, Transaction Data and other materials submitted by the District to or through the Site or the Service will not (a) infringe on any third party's rights, including any intellectual property or proprietary rights, (b) violate any obligation of confidentiality, (c) violate any applicable law, statute, ordinance or regulation; or (d) knowingly contain viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines.

2.17. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 2.17, THE SERVICE AND THE SITE AND ANY OTHER SERVICES OFFERED ON OR THROUGH THE SITE AND ANY REFERENCED THIRD-PARTY SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT OF THE LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR SERVICES, DISTRICT DATA, TRANSACTION DATA OR MATERIAL ON THE SITE OR THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, COMPLETENESS, QUALITY, LEGALITY, TIMELINESS, RELIABILITY OR OTHERWISE.

2.17.1. CONTRACTOR PROVIDES NO WARRANTY OF ANY KIND RELATED TO ANY THIRD-PARTY DATA OR SOFTWARE THAT MAY BE INCORPORATED, DISPLAYED OR INCLUDED IN THE SERVICE, INCLUDING WITHOUT LIMITATION ANY DATA VALIDATION PROVIDED BY OR THROUGH THE SERVICE. DISTRICT SHALL BE BOUND BY THE TERMS APPLICABLE TO DATA VALIDATION, SUPPORT, AND FCRA RESTRICTIONS WHICH ARE ATTACHED HERETO AS EXHIBIT D.

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3. **Confidential Information.**

3.1. **Press Contacts/News Releases.** The Contractor shall not initiate any press, media, or social media, contact nor respond to press, media or social media requests regarding this Agreement and/or any related matters concerning the District without the prior written approval of the District's Executive Director of Communications or designee..

3.2. **Ownership of Confidential Student Records, Information, Photography, and Developed Materials.** All confidential student records, personally identifiable student information, photography, and developed materials shall remain the exclusive property of the District with all rights, title and interest including but not limited to intellectual property rights, to the confidential student records and information, photography and developed materials, belonging to and retained solely by the District.

3.3. **Non-Disclosure of Confidential Information.** Contractor understands that while performing Services under this Agreement, it may be provided access to student records or personally identifiable information protected from disclosure to third parties and subject to the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 et seq.), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("FERPA") and the Colorado Open Records Act (C.R.S. §§ 24-72-201 *et seq.*). Such records and information are considered confidential and protected. Accordingly, Contractor hereby agrees that it shall keep confidential and shall not disclose any information, including but not limited to information regarding any District student, student family, student health/medical condition, student disability, student IEP and/or student accommodation, to which it gains access in connection with its provision of the Services. To the extent Contractor has access to such records and information, Contractor shall be deemed a "school official" as such term is defined under FERPA. Contractor agrees that it or its employees, volunteers and subcontractors shall not use education records or personally identifiable student information for any purpose other than in performance of this Agreement.

3.3.1. At the termination of this Agreement or earlier, if requested by the District, Contractor shall promptly return all such information, and/or shall at the request of the District destroy or delete any and all copies or duplicates of said information, whether the information is in hard copy or electronic form. If Contractor violates the terms of this section 3.3.1, Contractor agrees to indemnify, defend and hold harmless the District, and/or its employees and agents, from any and all claims, liabilities, or causes of action, including attorney fees and costs, asserted against the District and/or its employees or agents as a result of the violation. Contractor also agrees to indemnify the District, and/or its employees and agents, from the costs of complying with and/or resolving any regulatory investigation caused by the violation, including costs and attorney fees.

3.4. **Obligations and Return of Confidential Information.** The receiving parties obligation hereunder shall survive for a period of five (5) years following termination of this Agreement; provided however, any confidential obligations with respect to protected District information shall survive indefinitely to the extent required to comply with applicable law. All confidential information shall remain the sole property of the disclosing party, and all materials containing any such confidential information, including all copies made by the receiving party, shall be returned to the disclosing party or destroyed immediately upon termination or expiration

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of this Agreement, or upon the receiving party's determination that it no longer has a need for such confidential information. Upon the request of the disclosing party, the receiving party shall certify in writing that all materials containing such confidential information, including all copies thereof, have been returned to the disclosing party or have been destroyed.

3.5. **Colorado Open Records Act.** Information and materials submitted under this Agreement may be considered public records subject to disclosure under the Colorado Open Records Act, (C.R.S. §§ 24-72-200.1 to -205.5) ("CORA"). Information and materials that the Contractor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which the Contractor believes they are confidential. The District, not the Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform the Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

4. **Use of Logos.** The District grants the Contractor a limited, revocable, non-exclusive right to use the District and/or its school logos specifically provided to Contractor consistent with elections and criteria established by the District, during the Term of this Agreement. Such use shall be subject to the terms of this Agreement. Any District and/or its school logos used by the Contractor shall be and remain at all times the sole and exclusive property of District. District and/or its school logos may not be revised or altered in any way and must be displayed in the same form as produced and provided by the District, including the use of applicable trademark and/or copyright notices. District and/or its school logos must be used in a professional and lawful manner and may not be used in any manner that (1) discredits the District and/or its schools, the District's Board members, employees, representatives and/or agents or tarnishes any of their reputations or goodwill, (2) is false or misleading, including any mischaracterization of the relationship between the District and Contractor, (3) violates the rights of others, District policies and/or federal and state laws, or (4) is inconsistent with the District's educational values.

4.1. All marketing materials developed by the Contractor using District or school logos must comply with District Standards of Use to ensure proper display of District or school logo. The District's Executive Director of Communications or designee reserves the right to review, modify or revoke material which include any District or school logos.

5. **Independent Contractor.** Contractor shall provide the Services under this Agreement as an independent contractor of the District. As such, Contractor shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of this Agreement.

5.1. Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees (if any) in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees (if any) in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its

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contractors and subcontractors for goods and/or services directly or indirectly related to this Agreement.

5.2. Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Contractor and the District. Contractor is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of Contractor and shall not represent itself to be a partner, agent or representative of Contractor.

5.3. Contractor shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Contractor acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District. The District shall not attempt or purport to extend the faith and credit of Contractor to any third party, person or entity. The District acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate Contractor.

6. **Certification Regarding a Worker Without Authorization.** Contractor certifies, represents, warrants and agrees that it will not knowingly employ or contract with a worker without authorization to provide services under this Agreement, and will not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with a worker without authorization to provide services under this Agreement. Contractor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through Contractor's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

6.1. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with a worker without authorization, Contractor shall notify the subcontractor and the District within three (3) days that Contractor has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the a worker without authorization. Contractor shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Contractor participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

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7. **Remedies.** If Contractor fails to comply with any of the foregoing requirements at any time during or after the term of the Contract, and the Contractor remains noncompliant after thirty (30) days' after written notice specifying such noncompliance, the District may, as applicable, terminate the Contract and/or disqualify Contractor from future contracts and subcontracts with the District.

8. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1
Attn: Tracy Stibitz
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: tstibitz@psdschools.org

PaymentWorks, Inc.
Attn: Dan Camins
51 Sawyer Road, Suite 310
Waltham, MA 02453
E-mail: dan.camins@paymentworks.com

9. **General Provisions.**

9.1. **No Assignment.** Neither party shall assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the other party, which consent may be withheld for any reason or no reason as determined by the consenting party in its sole discretion.

9.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

9.3. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the applicable party as provided herein in the event of such failure to perform or to comply by the other party.

9.4. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor in the same manner and with the same formality as was done for this Agreement.

9.5. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

9.6. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may

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be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attn: Risk Management
2407 LaPorte Avenue
Fort Collins, CO 80521
Email: coi@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Service Provider. Service Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 9.6 shall not reduce the indemnification liability that Contractor has assumed in section 9.7 below.

Commercial General Liability

Minimum Limits

a. Each Occurrence Bodily Injury & Property Damage $2,000,000
b. General Aggregate $3,000,000
c. Products/Completed Operations Aggregate $2,000,000
d. Personal/Advertising Injury $2,000,000
e. Coverage must be written on an "occurrence" basis.
f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Professional Liability

Minimum Limits

a. Each Occurrence or Wrongful Act Limit $1,000,000
b. Annual Aggregate Limit $3,000,000
c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Provider warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

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d. Provider must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Provider is made.

Workers' Compensation

If Service Provider is exempt under the Colorado Workers' Compensation Act, this requirement will be waived if proof a current Workers' Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation and a copy is submitted to the District.

Minimum Limits

a. State of Colorado	Statutory
b. Employer's Liability	$100,000 Each Accident
	$500,000 Disease – Policy Limit
	$100,000 Disease – Each Employee

c. Waiver of subrogation in favor of Poudre School District R-1.

Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)

Minimum Limits

a. Per Loss	$1,000,000
b. Aggregate	$3,000,000

c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Provider shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Provider's services including denial of service, unless caused by a mechanical or electrical failure.
c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

Crime Coverage

Minimum Limits

a. Per Loss	$1,000,000

The policy shall include:

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a. Coverage for all directors, officers, agents, and employees of the Contractor.
b. Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
c. Extended theft and mysterious disappearance.
d. The policy shall not contain a condition requiring an arrest and conviction.
e. Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

If the Provider is physically handling money at a Poudre School District R-1 location, the crime insurance policy must include coverage for Employee Theft of Client Property.

9.7. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of Contractor's gross negligence or willful misconduct, or the infringement of any United States patent, copyright, trade secret or trademark by the Service as delivered, but excluding any such claim to the extent it is based on the content of any District Data or Transaction Data.

9.7.1. The District agrees that Contractor shall be released from the foregoing obligation unless the District has taken reasonable steps to mitigate any potential expenses and provides Contractor with: (i) prompt written notice of any such claim or action, or possibility thereof; and (iii) proper and full information and assistance to settle and/or defend any such claim or action. In addition, Contractor may, at its sole option and expense, either: (a) procure for the District the right to use the allegedly infringing elements of the Service; (b) replace the allegedly infringing elements of the Service with non-infringing, functionally equivalent services; (c) modify the allegedly infringing elements of the Service so that they are not infringing; or (d) cease to provide the allegedly infringing elements of the Service.

9.8. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

9.9. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

9.10. **Limitations of Liability.** CONTRACTOR'S LIABILITY TO DISTRICT FOR DAMAGES WITH RESPECT TO THE SITE OR THE SERVICE SHALL NOT EXCEED THREE TIMES THE AMOUNTS ACTUALLY PAID BY DISTRICT TO CONTRACTOR FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE BREACH OR INCIDENT ASSERTED AS CAUSING HARM OR

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AVAILABLE INSURANCE PROCEEDS, WHICHEVER IS GREATER. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND IRRESPECTIVE OF ANY FAULT OR NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SALES, LOST SAVINGS, LOST PROFITS (ANTICIPATED OR ACTUAL), LOSS OF USE, DOWNTIME, INJURY TO PERSONS OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES), HOWSOEVER CAUSED, ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICE, WHETHER OR NOT SUCH PARTY HAS BEEN APPRISED OR NOTIFIED THAT ANY SUCH DAMAGES OR LOSSES ARE POSSIBLE OR LIKELY, AND WHETHER OR NOT ANY PERMITTED REMEDY HAS FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. The Parties agree that the above limitations of liability of this subsection shall apply regardless of the form of action, whether in contract, warranty, strict liability or tort (including, without limitation, negligence of any kind, whether active or passive) or any other legal or equitable theory.

9.11. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

9.12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

9.13. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

9.14. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement or any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

9.15. **Force Majeure**. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, blackouts, governmental acts or orders or restrictions, epidemics or pandemics, or acts of God or terrorism, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party

9.16. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

9.17. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

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9.18. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

PAYMENT WORKS, INC.

By: S. Thayer Stewart

Thayer Stewart
Chief Executive Officer

POUDRE SCHOOL DISTRICT R-1

By: R David Montoya

R. David Montoya
Executive Director of Finance

By: Kera Badalamenti

Kera Badalamenti
Director of Finance/Controller

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Pages from 2021-22 PaymentWorks Agreement- Exceptions- Final 122221- Vendor Signed--CONTRACT ONLY

Final Audit Report 2021-12-27

Created:	2021-12-27
By:	Tracy Stibitz (tstibitz@psdschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwtqiauylSyvhKfzxfP7fFmySLCDKMFQn

"Pages from 2021-22 PaymentWorks Agreement- Exceptions- Final 122221- Vendor Signed--CONTRACT ONLY" History

Document created by Tracy Stibitz (tstibitz@psdschools.org)
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Document emailed to Kbadalam@psdschools.org Kbadalam@psdschools.org (kbadalam@psdschools.org) for signature
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Document e-signed by davem@psdschools.org davem@psdschools.org (davem@psdschools.org)
Signature Date: 2021-12-27 - 8:14:38 PM GMT - Time Source: server

Agreement completed.
2021-12-27 - 8:14:38 PM GMT

Adobe Sign

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Exhibit A

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POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSALS

SUPPLIER VERIFICATION AND MANAGEMENT AND CONTRACT MANAGEMENT SOLUTIONS

RFP 22-670-001

PROPOSAL SCHEDULE

RFP Posted to BidNet	**August 19, 2021**
Questions due in BidNet	**September 1, 2021, 2:00 p.m. MT**
Q&A Posted to BidNet (tentatively)	**September 3, 2021**
RFP Closing Date	**September 15, 2021, 2:00 p.m. MT**

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

TABLE OF CONTENTS

PURPOSE OF RFP

BACKGROUND

GENERAL INFORMATION

1.0 GENERAL CONDITIONS

2.0 SCOPE OF WORK AND REQUIREMENTS

3.0 COST PROPOSAL

4.0 EVALUATION AND AWARD OF CONTRACT

5.0 REFERENCE FORM

6.0 INSURANCE

7.0 MODEL FORMAT OF PROPOSAL

8.0 PROPOSAL CERTIFICATION

EXHIBIT A – SUPPLIER VERIFICATION AND MANAGEMENT SCOPE

EXHIBIT B – CONTRACT MANAGEMENT SCOPE

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

REQUEST FOR PROPOSALS
SUPPLIER VERIFICATION AND MANAGEMENT AND CONTRACT MANAGEMENT SOLUTIONS
RFP 22-670-001

Poudre School District (the "District") is requesting electronic proposals from professional and qualified service providers ("Service Provider") to provide Supplier Verification and Management and Contract Management Solutions either integrated as one solution or as standalone solutions.

The District shall provide copies of this Request for Proposal ("RFP") to Service Providers through the electronic solicitation platform www.bidnetdirect.com ("BidNet") where registered Service Providers are required to submit their electronic RFP response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this RFP and their Service Provider's response thereto. The District may provide copies of this RFP to other Service Providers upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this RFP and their response thereto.

Questions regarding this RFP must be in writing and shall only be directed to the District via the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MT on September 1, 2021. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed.

Each question submitted, as well as the District's response thereto, shall be provided in a questions and answers document via www.bidnetdirect.com

Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted proposals from Service Providers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MT on September 15, 2021. at which time the submission portal will close, and no further submissions be allowed or considered.

It is the sole responsibility of the Service Provider to see that the proposals are submitted through the BidNet portal by the submission deadline.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

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Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,
Jon Babcock
Senior Procurement Agent
jbabcock@psdschools.org

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REQUEST FOR PROPOSALS
SUPPLIER VERIFICATION AND MANAGEMENT AND CONTRACT MANAGEMENT SOLUTIONS
RFP 22-670-001

BACKGROUND

Poudre School District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.
Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 1 additional elementary school opening in Fall of 2021
- 2 additional combined middle/high schools opening in Fall of 2022
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

GENERAL INFORMATION

The District is seeking solutions for two areas which currently have primarily manual processes that are inefficient and time consuming. Through automation of these processes the District will realize better efficiencies and reduction of time which may be provided through a single integrated system or through standalone modules.

There are costs and risks associated with onboarding suppliers, managing contracts, updating supplier records and making supplier payments, particularly electronic payments. With increases in phishing, stronger and more frequent attacks on network infrastructure and bolder ransomware attacks, the risks associated with making electronic payments has gone up significantly.

The District seeks a supplier verification and management service that can both verify supplier details, including bank accounts, and provide a platform for managing supplier information while facilitating supplier communication and interaction. Ideally this service would leverage various external data sources for verification while consolidating supplier details across many entities, to provide a robust system that is safer and more efficient for all parties involved. The

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system should also be able to analyze new supplier data against existing employee information to ensure that employees are not also being paid as suppliers and identify potential conflict of interest situations.

Currently the District does not have a contract management solution and is managing many aspects in a manual format, causing inefficiencies in working processes.

The District utilizes PowerSchool BusinessPLUS; currently running version 7.11.1.1 with an upgrade to cross-browser version 20.11/21.X anticipated in the next 6-18 months. The supplier verification and management service must integrate with BusinessPLUS to ensure the Person/Entity Database is complete and accurate.

This system must be capable of efficiently onboarding approximately 750 new suppliers per year and maintaining approximately 6,000 total active suppliers. The District has contracts with many large suppliers; however, the majority are small businesses and individuals acting as independent contractors.

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1.0 GENERAL CONDITIONS

1.1 This is a solicitation for an offer and is not an offer to contract for goods or services.

1.2 Service Provider must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.

1.3 Proposals must meet or exceed specifications contained in this document.

1.4 The District is exempt from city, county, state and federal sales/excise taxes. Tax exempt certificates will be issued upon request.

1.5 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Service Provider. Any proposed modification must be accepted in writing by the District prior to award of the contract.

1.6 Each Service Provider, its employees, representatives, and subcontractors, agrees to abide by all applicable federal, state, and local codes, laws, rules, and regulations.

1.7 If applicable, the successful Service Provider shall furnish all supplies, which conform to all applicable safety codes and regulations.

1.8 Contact with District personnel regarding this RFP, other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.

1.9 Information and materials submitted in response to this solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Service Provider believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Service Provider believes they are confidential. The District, not Service Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform Service Provider in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

1.10 Proposals shall contain a signature of an authorized representative in the space provided on the Proposal Certification Form. Failure to properly sign the proposal may invalidate same and it may not be considered for award.

1.11 The accuracy of the solicitation is the sole responsibility of the Service Provider. No changes in the proposal shall be allowed after the submission deadline, except when the Service Provider can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

1.12 The Service Provider must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this document.

1.13 Health Standards. The Service Provider shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement communicable diseases protocols, which shall follow guidance and orders from state and/or local public health officials and shall be no less strict than the District's protocols.

1.13.1 Service Provider shall ensure all individuals providing Services under this agreement for the Service Provider wear appropriate personal protective equipment as designated in this section 1.13, at all times while on District property.

1.13.2 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Service Provider's services, with or without prior notice.

1.14 The successful Service Provider is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Strategic Sourcing Department.

1.15 Service Providers are required to complete the Reference Form included in this solicitation as described.

1.16 Service Provider must note in the solicitation response any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Service Provider fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Service Provider agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Service Provider. Nothing contained in the contract or any subcontract shall create any contractual relation between any subcontractor and the District.

1.17 The District reserves the right to reject any and all proposals or any part thereof, to waive any formalities, and further, to award the proposal to the responsible Service Provider as deemed in the best interest of the District.

1.18 There is no expressed or implied obligation for the District to reimburse responding Service Providers for any expenses incurred in preparing proposals in response to this request.

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

1.19 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.

1.20 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Service Provider are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.

1.21 The District reserves the right to negotiate further with one or more Service Providers or to request additional information. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Service Provider to provide the services called for under the RFP and/or represented in the Service Provider's response. Service Providers shall timely provide information to the District in connection with such inquiries and investigations. Service Providers may be asked to give presentations to the District regarding their proposals.

1.22 Should the District determine, in its sole discretion, that only one Service Provider is fully qualified or that one Service Provider is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Service Provider.

1.23 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this solicitation has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if a contract cannot be performed as a result of such action, the contract may be terminated.

1.24 The District intends for the contract to commence upon complete execution of a successfully negotiated agreement and continue in full force and effect through and including June 30, 2022, unless earlier terminated by the District as provided in Section 1.27 below. The final award and contract start date is contingent upon a successfully negotiated and fully executed contract between the District and the recommended Service Provider. The intended date is provided for planning purposes only.

1.25 For services provided, and at the option of the District, the agreement may be extended beyond the first term for up to four (4) additional one-year terms, beginning on July 1 of each subsequent year and is subject to the parties' negotiation of mutually agreed upon amendments to the Agreement for each one (1) year term. Pricing will remain fixed and firm for the initial term and all extensions of the agreement.

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

1.26 Notwithstanding any other term or provision of this Request for Proposal, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) a contract is in effect. In no event shall the District's obligations in a contract constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.27 Notwithstanding the planned term of a contract and/or any extensions thereof as provided above, the District may terminate the contract at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Service Provider no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Service Provider shall be paid up to the date of termination for services performed under and in accordance with this contract.

1.28 Independent Contractor

1.28.1 The Service Provider shall provide the services as an independent contractor of the District. As such, the Service Provider shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this solicitation.

1.28.2 The Service Provider shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its suppliers and subcontractors for goods and/or services directly or indirectly related to this solicitation.

1.28.3 Nothing in this solicitation or as a result of this solicitation shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future Service Provider and the District. The future Service Provider will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of any future Service Provider and shall not represent itself to be a partner, agent or representative of the Service Provider.

1.29 Certification Regarding Illegal Aliens

1.29.1 The Service Provider certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this contract and will not enter into a contract with a subcontractor that fails to certify to the Service Provider that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this contract. The Service Provider also certifies, represents, warrants and agrees

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that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this contract through the Service Provider's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

1.29.2 The Service Provider shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. If the Service Provider obtains actual knowledge that a subcontractor providing services under this contract knowingly employs or contracts with an illegal alien, the Service Provider shall notify the subcontractor and the District within three (3) days that the Service Provider has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. The Service Provider shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If the Service Provider participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this contract, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

1.30 Qualifications of Service Provider

1.30.1 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Service Provider to perform the work and the Service Provider shall furnish to the District all such information and data for this purpose as may be requested.

1.30.2 The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Service Provider fails to satisfy the District that such Service Provider is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

1.31 Miscellaneous

1.31.1 Once the evaluation is complete and the Intent to Award has been issued to the recommended Service Provider, the recommended Service Provider will work with the District's Contract Administrator to successfully negotiate a contract/agreement.

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

1.31.2 Governing Law and Venue. A contract resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.

1.31.3 Equal Opportunity. The successful Service Provider will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

1.31.4 Appeal of Award. The Service Provider may appeal the award by submitting, in writing, a request for re-consideration to the District's Executive Director of Finance within seventy-two (72) hours after the receipt of the notice of award.

1.31.5 In the event the awarded Service Provider defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the Services from the next lowest Service Provider or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the awarded Service Provider any differences between its price and the price to be paid to the next lowest Service Provider, as well as, any costs associated with the re-solicitation effort which resulted from such default or termination.

1.31.6 This solicitation does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal or to procure a contract for the services. The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the proposal or the entire proposal as deemed in the best interest of the District.

1.31.7 For the purposes of solicitation evaluation, Service Provider must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Service Provider's response, it shall be construed that the proposal fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or, as a whole, do not meet the standards established in the specifications. Modifications to this RFP document and/or exhibit will not be considered valid and may be cause for disqualification. Award of this solicitation does not constitute the District's acceptance of the Service Provider's proposed variations.

1.31.8 Sustainability. The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

1.32 Cooperative Purchasing Efforts

1.32.1 Poudre School District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function.

1.32.2 These organizations include:

a. Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.

b. Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts or school districts along the front range of the Rocky Mountains in Colorado.

c. Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

1.32.3 Members of these organizations, at their discretion, may request use of the contracts or awards that result from this solicitation. Each governmental entity which uses a contract(s) resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Service Provider. It is understood and agreed that Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the Service Provider as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a negative impact on the District in the current term or in any future terms.

2.0 SCOPE OF WORK AND REQUIREMENTS

The District is requesting proposals from professional and qualified Service Providers to provide supplier verification and Management and contract management solutions either integrated as one solution or as standalone solutions.

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

Specifics for the supplier verification and management system are outlined in the attached Exhibit A.

Specifics for the contract management system are outlined in the attached Exhibit B.

2.1 Value Added/Additional Service (Optional)

The District is interested in maximizing professional services contracts as they relate to achieving additional value that would further benefit the District and its operations. As such, Service Providers are encouraged to consider, develop, and propose value-added concepts, programs, components and the like that would further enhance the request represented in this RFP.

2.1.1 If available, describe any value added/additional services that the Service Provider suggests for the District for this program.

2.1.2 Describe any other designations, certifications, or licenses that the Service Provider possesses that are related to this service.

2.1.3 Describe any solutions to issues that the Service Provider believes the District will encounter with this program.

2.2 Timeline

2.2.1 The expected go-live date is December 1, 2021, for the supplier verification and management system.

2.2.2 The expected go-live date is December 31, 2021, for the contract management module or system.

3.0 COST PROPOSAL

3.1 Costs proposed are to be all inclusive.

3.2 Provide one-time costs, ongoing costs and costs associated with any of the value add or additional services as described in Section 2.2 for each system and for an integrated solution of both systems if applicable.

Supplier Verification and Management Solution	Year 1	Year 2	Year 3	Year 4	Year 5
Total One Time Costs					
Total Ongoing Costs					

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

Costs for value-add or additional services					

Contract Management System	Year 1	Year 2	Year 3	Year 4	Year 5
Total One Time Costs					
Total Ongoing Costs					
Costs for value-add or additional services					

One Integrated System with Both Solutions	Year 1	Year 2	Year 3	Year 4	Year 5
Total One Time Costs					
Total Ongoing Costs					
Costs for value-add or additional services					

4.0 EVALUATION AND AWARD OF CONTRACT

The District intends to award the contract to one (1) or more Service Provider(s) for these services; the District reserves the right to award services to multiple Service Providers if deemed in the best interest of the District. The District also reserves the right to utilize other services in conjunction with the awarded Service Provider(s) program if deemed in the best interest of the District. Those proposals that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

4.1 Responses will be individually evaluated based on the criteria included in section 2 and in section 3. The District will consider solutions which can integrate both systems, as well as each system separately. Initial scores will be calculated excluding references. These initial scores will be used to select firms for reference checks and possible presentation and interview. Once interviews are concluded (if necessary), the

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

evaluation scoring may be adjusted up or down based on information learned during the interviews and reference checks. Scoring will factor into the final award decision.

4.1.2 Any added-value components deemed to be of importance to the District may be used to discern between firms that are tied.

4.1.3 Poor references may disqualify a firm at the consensus of the evaluation team.

4.2 The District plans to interview selected Service Providers that submit a proposal but is not required to do so. The interview may either be conducted via a virtual platform or in person at a Poudre School District location (Ft. Collins, Colorado).

4.2.1 The determination of whether to conduct interviews with the finalist(s) shall be made by the District based solely on its determination of whether interviews would be helpful in evaluating the proposals.

4.2.2 Any Service Provider selected for an interview will be expected to make an introductory presentation followed by a question-and-answer period. The District will not reimburse any travel related or other expenses related to an interview.

4.3 The District may request for the service provider to demonstrate one or more system.

4.4 Once the evaluation(s) are complete and the Intent to Award has been issued to the recommended Service Provider(s), the recommended Service Provider(s) will work with the District's Contract Administrator to successfully negotiate a District agreement.

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Support relevant experience by providing three references from K-12 or other governmental institutions. K-12 is experience is preferred but consideration will also be given to experience with other governmental entities, non-profits, and institutions of higher education. References must include the length of time the firm provided service to the institution, phone number and email address of main contact.

5.1 Company Name _____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe length of time and service performed _____

_____

5.2 Company Name _____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe length of time and service performed _____

_____

5.3 Company Name _____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe length of time and service performed _____

_____

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6.0 INSURANCE

Service Provider shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Service Provider shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Please Email to: risk@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Service Provider. Service Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 6.0 shall not reduce the indemnification liability that Service Provider has assumed in section 6.1.

Commercial General Liability
Minimum Limits

- Each Occurrence Bodily Injury & Property Damage $2,000,000
- General Aggregate $3,000,000
- Products/Completed Operations Aggregate $2,000,000
- Personal/Advertising Injury $2,000,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Professional Liability
Minimum Limits

- Each Occurrence or Wrongful Act Limit $1,000,000
- Annual Aggregate Limit $3,000,000
- In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Provider warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

- Provider must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Provider is made.

Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)

Minimum Limits

- Per Loss $1,000,000
- Aggregate $3,000,000
- Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Provider shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

- Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Provider's services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

Workers' Compensation and Employers' Liability*

If Service Provider is exempt under the Colorado Workers' Compensation Act, this requirement will be waived if proof a current Workers' Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation and a copy is submitted to the District.

Minimum Limits

a. State of Colorado — Statutory
b. Employer's Liability — $100,000 Each Accident
   $500,000 Disease – Policy Limit
   $100,000 Disease – Each Employee
c. Waiver of subrogation in favor of Poudre School District R-1.

6.1 Service Provider shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Service Provider's operations, provision of services

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and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this contract shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

7.0 MODEL FORMAT OF PROPOSAL

To simplify the review process and obtain the maximum degree of comparability, proposals ***must*** be organized in the manner specified below.

7.1 Title Page

7.1.1 Show the solicitation subject, the name of the proposing Service Provider, local address, telephone number, name of the contact person and the date.

7.2 Table of Contents

7.2.1 Include a clear identification of the material by section and by page number.

7.3 Letter of Transmittal – Limit to three (3) pages.

7.3.1 Briefly state the Service Provider's understanding of the work to be done and describe in detail the Service Provider's ability to fulfil the scope of services requested by the District.

7.3.2 State the names of the persons who will be authorized to make representations for the Service Provider, their titles, addresses, phone numbers, and email addresses.

7.4 Company Information

7.4.1 Describe the company's business and background including the number of years in business and experience with similar contracts/agreements.

7.4.2 Details about ownership of the company.

7.4.3 Size of company, including number of offices and number of employees.

7.4.4 Location(s) of offices identify which will be the primary location for our account.

7.4.5 Primary contact information for the company including contact name(s) and title(s), mailing address, phone number(s) and email address(es) and the individual(s) who will be directly servicing our account.

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

7.5 Service Provider's Approach

7.5.1 Submit a work plan to accomplish the scope and criteria defined in Exhibit A and Exhibit B. Work plans may be submitted for each system or for an integrated solution that includes both systems if applicable.

7.5.2 Responses should be formatted in order, labeled as such, and follow the exact sequence of the solicitation.

7.5.3 Clarification questions and requests for information throughout the solicitation shall be clearly labeled with the section and subsection number and include the Service Provider's response/information.

7.5.4 Any and all assumptions shall be clearly stated in the Service Provider's response. Assumptions that are not clearly indicated, but raised later in the award process, may be grounds for the Service Provider's response to be considered non-responsive.

7.6 References

7.6.1 Submit completed reference form in Section 5.0.

7.7 Cost Proposal

7.7.1 Provide a cost proposal as identified in Section 3.0. Cost proposal and supporting documentation shall be clearly labeled "RFP 22-670-001."

7.8 Proposal Certification Form

7.8.1 Submit the completed form in Section 8.0.

7.9 Appendices

7.9.1 The content of this tab is left to the Service Provider's discretion. However, the Service Provider should limit materials included here to those that will be helpful to the District in understanding the services provided for this specific agreement and/or the abilities and qualifications of the Service Provider.

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8.0 PROPOSAL CERTIFICATION

Proposals must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MT on September 15, 2021.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the solicitation and/or the company's proposal responding to the solicitation.
- The company meets or exceeds all of the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company's proposal is being offered independently of any other Service Provider and in full compliance with the terms specified in Sections 1 and 2 of the solicitation.
- The company will accept any awards made to it, contingent on contract negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Company Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Mailing address: _____

Telephone: _____

Contact Person: _____
(If different from Agent, include e-mail address and phone number)

NOTE: Proposals submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.

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Exhibit A

Scope:

The District currently maintains a set of systems and procedures, along with well trained staff to onboard and maintain suppliers. This covers a wide range of supplier types, from local individuals to large construction companies. Approximately 750 new suppliers are added a year and approximately 6,000 active suppliers are maintained.

District staff collect supplier contact information, remittance details, W9, proof of insurance, etc. The information (other than the proof of insurance) is entered into a web screen that imports the data into the supplier database BusinessPLUS. Workflows within BusinessPLUS are utilized to notify staff responsible for a manual review and verification of the information. Once verifications are complete, the supplier profile is activated for use. Proof of insurance is provided to the District's Risk Management Department via email, who maintains a separate database.

The payment landscape has been swiftly changing. Large construction projects and the COVID-19 pandemic has accelerated trends that have been increasing District exposure to fraud. Without significant additional investment in time and effort these trends jeopardize the integrity of all District payments, especially electronic payments. In addition, attacks on network infrastructure and key individuals through phishing have spiked. At a time when electronic payments would be significantly safer, more efficient, and more effective, imposter fraud risk has instead made paper checks more attractive, halting some payments and stifling efforts to move more suppliers to electronic payment methods.

As a result, the District seeks a provider of supplier verification and management services to address the situation. Supplier management systems (SMS) have existed for some time and provide streamlined onboarding and management capabilities. Many systems also provide payment mechanisms, which is not currently something the District is seeking, though it may be added in the future contingent on integration capabilities. The District is most interested in an SMS, that in addition to providing onboarding and management capabilities, addresses the following: 1) identifying valid phone numbers, making outbound calls to individuals capable and trusted to provide supplier details, and most critically, remittance information such as addresses and supplier bank accounts; (2) confirming tax classification status and performing IRS TIN matching (for proper 1099 reporting).

At the same time, supplier verification databases have emerged to provide bank account confirmation, TIN checks, address checks and the ability to compare against a host of watch lists and disbarment lists. The District seeks a vendor that provides services combining supplier checks and validations with a supplier onboarding and maintenance platform. Such a platform should provide guarantees against imposter fraud while also continuously monitoring District suppliers for issues related to watch lists or other changes to supplier details.

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

Due to the significant risk associated with current manual processes, the District has established an aggressive timeline for implementation and seeks a solution that can be fully operational by December 1, 2021.

Criteria:

A total of 100 points are available and distributed as follows:

Fraud Prevention, Supplier Verification and Monitoring – 40 points
Process Effectiveness & Efficiency– 20 points
Fit & Compatibility – 20 points
Cost – 20 points

Fraud Prevention, Supplier Verification and Monitoring

A. Explain how, as part of your proposed solution, the accuracy and integrity of supplier data will be verified. Example areas of interest are how you might validate supplier details during the onboarding process and continue to verify and monitor supplier details on an ongoing basis. Critical details might include bank account confirmation, tax ID number (TIN) and tax status verifications, address checks and the ability to compare against watch lists and disbarment lists. Include information about what external databases may be used, and what methods may be employed internally to identify suspicious supplier updates across your network. Details about supplier onboarding timelines and monitoring schedules are also useful.

B. Explain how your proposed solution might prevent imposter fraud, internal fraud, or payments and relations with banned or unqualified suppliers. Include any information about guarantees offered to the District and types of insurance provided to the District to cover against errors, fraud, or other forms of attack.

C. Explain how supplier checks and verifications might trigger workflow actions and District notifications.

D. Describe systems and methods employed to prevent attacks from the outside, from your employees, from District employees and from other suppliers.

E. Describe what actions are logged or generate audit records. What District actions are recorded? What actions by your organization are recorded? What supplier actions are recorded? Who has access to audit logs and how are they presented?

Process Effectiveness & Efficiency

A. Explain the process from initial engagement with suppliers through how supplier onboarding and supplier modifications workflows work. What capabilities exist to manage requirements and approvals? Are forms or documents built into this process? What does this look like

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from the perspective of the supplier and from the perspective of the District? What makes these workflows efficient? What makes them safe in terms of meeting District requirements and controls?

B. Describe ability to manage foreign supplier information. Are there any limitations?

C. Describe how the proposed solution facilitates communication between suppliers and the District.

D. Explain what document types are supported and how they are handled within workflow.

E. Explain what form-related features are provided, especially any that facilitate on-line document creation and document signing capabilities.

F. Describe the features provided for effective tracking and monitoring. Include information about standard and custom query support, reporting, dashboards, notifications, etc.

G. Explain how workflows are used to trigger emails with notifications and, if desired have select forms attached, to be sent to the appropriate department (e.g., email insurance certificates to Risk Management, notify Accounts Payable that all required supplier information has been obtained, etc.).

H. Describe the proposed solution's Certificate of Insurance management capabilities, including self-service and full-service options.

I. Describe the proposed solution's functionality as it relates to 1099 reporting. Specifically,if there's the ability to import 1099s into the solution and notify the applicable suppliers that the1099 is available.

J. Describe how existing supplier information will be migrated to the solution, verified, and how existing suppliers will be notified.

K. How is historical information managed and retained to ensure an audit trail exists for changes including but not limited to; remit address, tax status, EIN information?

L. Though addressing fraud risks related to supplier details is the priority, the District is interested in any additional capabilities offered that extend beyond managing supplier details. Examples might be the ability to provide invoice payment status to suppliers or to provide sophisticated, consolidated supplier statistics, insights, and dashboards.

M. Explain how Quality-of-Service (QOS) is reported and provide any available historical QOS statistics.

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

Fit & Compatibility

A. Describe what types of suppliers are supported, i.e., large businesses, small businesses, both foreign and domestic, independent contractors, individuals acting as activity judges or clinicians, etc. How are the various requirements of each supplier type addressed? What is required of each supplier to participate? Are suppliers ever required to pay for participating? Are suppliers required to key all of the same details for each entity and are details shared across entities?

B. Describe any features that facilitate an experience that is tailored to the District and/or supplier. This might include customized forms, workflows, District branding or anything that improves the efficiency or effectiveness for the District or allows suppliers to trust the vendor with sensitive information on the behalf of the District.

C. Describe options for integration of the proposed solution with the District's existing financial system to ensure the necessary fields, formatted as required, in the supplier database of the financial system contain accurate and timely information.

D. Explain how supplier and District access roles are controlled and managed.

E. Explain your policies on data and document ownership. What facilities exist to perform bulk downloads of data and of documents?

F. The District utilizes Microsoft 365 single sign-on (SSO) for District login. Explain how vendor, supplier and District users' logon methods are secured and managed and/or whether they have SSO with or without multi-factor authentication options offered or required and for which user types.

G. Explain policies on data backups, disaster recovery, uptime, redundancy, etc.

H. Explain how the user interface is accessed; is it browser-dependent or cross-browser HTML-5 compliant?

I. Describe encryption standards to encrypt data at rest and in transit.

J. As a service organization with controls that affect the District's internal controls over financial reporting, a Service Organization Controls (SOC 1) audit will be required. Are SOC 1 audits currently performed?

K. When was the most recent cybersecurity audit performed and what were the results?

L. Describe the initial training and on-going support that will be provided to key Finance Department staff.

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

M. Understanding that the District wishes to address the situation as quickly as possible, but not later than December 1, 2021, provide a detailed timeline for full implementation and to the extent practicable, the amount of time District personnel should expect to devote to the project.

Cost Proposal

Provided costs in the applicable tables of section 3 of the IFB.

(End)

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Exhibit B

Each year, Poudre School District processes approximately 900-1200 contracts. Currently, the District manages contracts through a manual process of retaining base agreements and updates for each vendor on network drives. Clauses are kept in a folder and inserted using the copy and paste process. Vendors are currently tracked with an excel spreadsheet for long-term agreements and through our ticketing system for short-term agreements. No single system exists for tracking and reporting on agreements.

We are looking for a contract management solution that creates efficiencies throughout the full life-cycle of agreements, which includes but may not be limited to creation, tracking, notices and vendor compliance.

Contract management solutions should have a workflow automation to ensure proper approvals are given by various departments prior to execution of agreements.

Systems should have the ability to retain all vendor agreements in one location by project or request, with specific details for each agreement. The District would like to automate our manual systems to allow for consistency, transparency, and accuracy in documents and communication. Currently, we have very limited reporting and search abilities for finding information by agreement type. Internal schools and departments do not currently have the ability to search for agreements, but we are interested in a solution that has this capability.

1. <u>Scoring</u>

a. System Functionality Minimum Requirements	20%
b. Additional System Functionality • Contract Performance • Technical Components • Useability • User Support	35%
c. Written Proposal	20%
d. References	5%
e. Cost	20%

2. <u>System Functionality Minimum Requirements</u>

- Centralized vendor information
- Centralized all agreements, amendments, documents and projects with vendors
- Tracking of contract start dates, end dates, or amendment dates by agreement and vendor
- Calculation of total contract value, including all amendments
- Creation of contract numbers

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- Searchability of data items in contract solution, including notes
- Ability to create and add custom data fields to meet specific district needs
- Ability to identify department and internal end users by agreement
- Ability to send notifications to external and internal customers
- Ability for multiple users to access the system.

3. Contract Performance

3.1. Have you created systems for other Educational Institutions? If yes, please describe your previous work and size of institution.
3.2. Explain how your system provides monitoring of vendor compliance or tracking of issues with a vendor.
3.3. Explain how your system allows for auditing of vendor performance.
3.4. How does your system manage contract close-out, including final performance, notices, and any financial tracking of spends?
3.5. Does your system have the ability to compare contractual pricing and actual spends?
3.6. Can your system keep contract template for use? Does the system have merge and injection capabilities? Can created agreements be sent to internal customers for review and revision prior to sending to vendors?
3.7. Is versioning available for agreements or other created documents?
3.8. How are vendor agreements managed in the system? Can these be uploaded to and then modified within the system and processed through workflow?

4. Technical Components

4.1. Is this an out-of-box system? If so, can there be any development to meet specific District needs?
4.2. Explain your process for implementation, including supports.
4.3. If full development is needed, what is the process and which method do you use?
4.4. What are the limits of your repository? Are data and documents stored on your servers or ours?
4.5. Does your system have the ability to receive and send data to other systems? Please explain how your system integrates with third-party systems; through API, flat file, or other systems?
4.6. Does your system use SSO? How is this set up? What data can be transferred over? For example, a system should be able to bring over name, department, contact information, and other details.
4.7. Can the system allow for workflow capability, including approval workflow? Please explain and identify how the system works, including branching, dual approval, triggers, and any other specifics.
4.8. Provide a description and details of your warranty.
4.9. Describe your user roles and the levels of access.

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

5. Useability

    5.1. Do you have an end-user friendly dashboard for non-system users to search and create reports?
    5.2. What reporting capabilities does your system have available? What are your canned reports and what capabilities are there for writing new reports? Are reports real time?
    5.3. Does your system have the ability to send emails to end-users and vendors? How do these emails process? Are they canned or can they be modified based on need? Can users view system-generated emails that were sent?
    5.4. Explain how notices to internal and external customers are sent through your system, along with any tracking of auto-notices.

6. User Support

    6.1. If changes to forms, process, or additional development is needed, what are the costs?
    6.2. What training is provided, both for initial use and ongoing?
    6.3. Explain your customer support and ongoing service. Provide a copy of your service level agreement.

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Exhibit B

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PaymentWorks' Response to the

Poudre School District

Request for Proposal

SUPPLIER VERIFICATION AND MANAGEMENT AND CONTRACT MANAGEMENT SOLUTIONS

RFP 22-670-001

Wednesday,
September 15, 2021

Solution Provided By

PaymentWorks
51 Sawyer Road STE 310
Waltham, MA 02453

Emily Libby, Sales Director
978-500-3709| www.paymentworks.com
emily.libby@paymentworks.com

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

Table of Contents

1. Letter of Transmittal
2. Company Information 1
3. Service Provider's Approach 3
4. References 18
5. Cost Proposal 19
6. Proposal Certification Form 19
7. Appendices 20
In Summary 21

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

2. Letter of Transmittal

September 14, 2021

Poudre School District
2407 LaPorte Avenue
Fort Collins, CO 80521-2297

Re: PaymentWorks' Response to the Poudre School District's Request for Proposals for Supplier Verification and Management and Contract Management Solutions: RFP 22-670-001

Dear Jon Babcock,

PaymentWorks appreciates the opportunity to respond to the Poudre School District (PSD)'s Request for Proposals (RFP) for Supplier Verification and Management and Contract Management Solutions: RFP 22-670-001. PaymentWorks is proposing our solution which fully meets PSD's requirements for a Supplier Verification and Management System. Our team has reviewed and considered PSD's requirements outlined in the RFP, and has carefully put together a solution that will best meet your needs.

The PaymentWorks Business Identity Platform eliminates the risk of business payments fraud, reduces cost and ensures compliance by automating the complex payee-management processes.

PaymentWorks automates the collection and verification of payee/payee credentials in order to ensure regulatory compliance and make payments securely.

New and existing payees/payees can self-manage changes & updates, ensuring accuracy of your data.

Other key benefits include:

- Liability shift to PaymentWorks for fraudulent B2B ACH payments
- Fraud prevention, enhanced security, & risk transfer
- Automate validation of identity information, including tax ID and US postal address
- Continuous monitoring of sanctions lists to ensure compliance
- ERP agnostic
- Reduce costs by shifting from checks to ACH payments

Please feel free to contact authorized representatives directly: Emily Libby 978.500.3709/emily.libby@paymentworks.com or
Dan Camins at 617.500.6674/dan.camins@paymentworks.com with any questions or communications that will assist the District in the evaluation of our response.

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

Thank you for your time and consideration.

Sincerely,

Emily Libby

Emily Libby
Regional Sales Director

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

2. Company Information

PaymentWorks

PaymentWorks is honored for the opportunity to share our solution as Poudre School District searches for its new Supplier Management and Verification System.

PaymentWorks provides a **best in breed** self-service payee registration & verification solution (also known as a Business Identity Network) that interfaces with BusinessPLUS and will complement your new Contract Management Solution. We employ 70 people, are based out of Boston, MA (one office) and have US based employees working across the country.

Founded in 2013, based on experience working with over 100 enterprise customers, primarily school districts, public agencies, healthcare & state and local government, we find most Contract Management/ERP/eProcurement solutions provide **payee portals**; however these ***do not meet the needs*** of School Districts trying to solve the root issue of the payee master problem which is data inaccuracy, insecurity and fraud.

PaymentWorks a Private/Venture Funded, C Corporation. Poudre School District will work with a dedicated Customer Success Manager (CSM), Project Manager & additional Technical support staff who work remotely; however all report through our Boston based office.

The following team would be responsible for all aspects of a PaymentWorks and Poudre School District project. This would include solution education, evaluation, contracting, enablement, training, testing, post-implementation support and customer success/support.

Title	Role	Duration / Phase
Regional Sales Director Emily Libby	Solution education and evaluation.	Initial product education, evaluation and set up.
VP Client Development Dan Camins	Contracting and solution positioning to meet the District's needs	Initial product education, evaluation and contracting
VP of Customer Experience Ashley Watson	Oversee customer success team	Throughout the entire customer lifecycle
Senior Customer Success Manager Mandi Baron	Oversee customer success managers and resource planning	Throughout the entire customer lifecycle
Customer Success Manager (CSM)	Oversee and coordinate	Onboard New Clients

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Madelyn Darnell Sydney Mason	communication Oversee project tasks and project plan	Coordinate Training Build and maintain client relationship through regular communication and business reviews Analyze Client Needs and provide best practices Serve as Client Advocate
Trainer Ashley Silvera	Provide project team training	Sandbox delivery and training
Director of Solution Services Tad Staley	Oversee Solution Services	Integration Partnerships
Senior Technical Manager Janet Green	Oversee project tasks and project plan	For Optional Services and Payments projects
Technical Operations Andy Feiner Jared Koester	SSO, supplier, PIF and invoice file and platform configuration Provide functional documentation	Initial and Production setup, SSO
Director of Payer Support Marran Linsky	Oversee support team	Post Go Live
Manager of Validations Lana Malizia	Oversee Validations	Post Go Live

**Once your CSM is assigned, direct contact information will be provided.*

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

3. Service Provider's Approach

Submit a work plan to accomplish the scope and criteria defined in Exhibit A - Supplier Verification and Management Scope.

Fraud Prevention, Supplier Verification and Monitoring

A. Explain how, as part of your proposed solution, the accuracy and integrity of supplier data will be verified. Example areas of interest are how you might validate supplier details during the onboarding process and continue to verify and monitor supplier details on an ongoing basis. Critical details might include bank account confirmation, tax ID number (TIN) and tax status verifications, address checks and the ability to compare against watch lists and disbarment lists. Include information about what external databases may be used, and what methods may be employed internally to identify suspicious supplier updates across your network. Details about supplier onboarding timelines and monitoring schedules are also useful.

Executive Summary:

Most Districts do business with thousands of new and existing payees each year. Initiating and managing the identity elements around a business to business relationship is extremely challenging. It is a largely manual process handled primarily through email/paper and frighteningly dependent on people making uninformed judgements on the information exchanged.

- Can I trust that the information provided is valid and current?
- Do I really know who I'm doing business with?
- Is this person who they say they are?

This unsecure and manual process has made identity proofing at most organizations virtually non-existent.

This has become a huge problem. Businesses not only stake their relationships on their partners and payees, but they transact significant amounts of money without proper due diligence related to identity - this should be the core of all B2B relationships.

The end result is RISK: Rampant payments fraud across multiple industries & compliance issues both internally and externally.

How do we solve this?

A Business Identity Platform: PaymentWorks

PaymentWorks allows for Payers and Payees to exchange verified identity elements in a networked environment - driving efficiency, security, and trust in B2B transactions.

Whenever a new payee (includes but not limited to payees, suppliers, individuals, refunds and reimbursements) needs to be set up, they are invited via a Poudre School District staff member via SSO to

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join PaymentWorks to create a profile, which is shared with their customers on a permission basis. Your payee can also log in anytime to update their sensitive information securely.

We've found most "all inclusive ERP/eProcurement/Contract Management" platforms do not accommodate the onboarding, and management of non-traditional payees e.g., individuals/one-time payees leading to risk, cumbersome and continued manual processes.

We would highly encourage speaking with our customers, e.g., Spring Branch ISD, University of Utah, and Sam Houston State University, who all discontinued the use of their supplier portal provided by their ERP platforms due to difficulty registering ALL TYPES of PAYEES and the lack of identity validation essential to transitioning to ACH while preventing fraud.

Validation of Poudre School District's Payees:
Once a payee registers or changes pertinent information, these validations automatically occur:

Tax Identification Number: PaymentWorks utilizes a Third-Party Service which checks against the IRS database to make sure that the legal name submitted by a payee matches with their submitted TIN, EIN or SSN. If the name and TIN are both valid in the IRS database, but do not match each other, this will trigger an 'invalid' response code.

Sanction List/Debarment Status: PaymentWorks leverages the online service to check against hundreds of sanction and debarment lists, including OFAC, OIG, SAM.gov & more. If the payee is on any of the lists, the report will identify which specific lists the payee is on along with the reason for their inclusion. This service is initiated during the onboarding process and is continuously monitored throughout the payee relationship. You are notified whenever there is a change in status for any of the lists that are checked.

Remittance/Corporate Addresses: PaymentWorks validates addresses by performing a real-time verification check of US addresses against the US Postal Service database. When a payee submits their new payee registration form or makes an update to their address on their PaymentWorks profile, a real-time address validation occurs.

Bank Account Details: PaymentWorks checks the payee's submitted bank account number, routing number and the name on the account against third-party databases, including GiACT, to determine if the payee's submitted information is accurate, associated with the same account, and in good standing. If there is any questionable information reported on the account, PaymentWorks Fraud Operations Team reviews the payee details.

PaymentWorks also monitors IP addresses, email domains & web crawls and uses Multi-Factor Authentication to confirm payee information.

Fraud Protection & Liability Transfer:
PaymentWorks will guarantee business payments fraud protection for Poudre School District. This will be provided through a Warranty in the Master Services Agreement and associated Indemnification in the event that fraud losses from payee impersonation are incurred while using PaymentWorks, up to $2MM for domestic ACH payments. PaymentWorks will act as the "system of record" for payment credentials and will

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

send a token to Poudre School District's ERP system in place of the bank account details. In order to provide this guarantee, PaymentWorks requires the facilitation of the payment instruction details (which will include the token) to Poudre School District's Treasury Bank(s) on Poudre School District's behalf.

This not only helps mitigate risk in BusinessPLUS by removing sensitive banking information from being stored, but it also helps prevent internal fraud, e.g., an employee changing bank account information in your ERP.

The Network:

Our solution is built with a network of connected suppliers to various customers, aka payers, and business entities. This is an integral component to prevent fraud. For example, if a connected payee tries to change their bank account for Poudre School District but does not do so with any other connected Payer, this will raise an internal flag. The more the network grows, and the more validations against the appropriate identity elements, the more trust Payers will have in their B2B relationships.

B. Explain how your proposed solution might prevent imposter fraud, internal fraud, or payments and relations with banned or unqualified suppliers. Include any information about guarantees offered to the District and types of insurance provided to the District to cover against errors, fraud, or other forms of attack.

- PaymentWorks' goal is to prevent imposter fraud and payments/relations with banned suppliers by identity-proofing new and existing payee data such as TIN/SSN, address, debarment/sanctions checks, bank account ownership and is strengthened by our fraud algorithm.

- PaymentWorks ensures business payments fraud protection for Poudre School District. This is provided through a Warranty in the Master Services Agreement and associated Indemnification in the event that fraud losses are incurred up to $2MM per event. PaymentWorks will act as the "system of record" for payment credentials and will send a token to Poudre's ERP system in place of the bank account details. In order to provide protection, PaymentWorks requires the facilitation of the payment instruction details (which will include the token) to Poudre's Treasury Bank(s) on Poudre's behalf.

- This not only helps mitigate risk in BusinessPLUS by removing sensitive banking information from being stored, but it also helps prevent internal fraud by mitigating the ability to change real bank account information in BusinessPLUS.

- PaymentWorks has caught $2.2M in vendor payments fraud for 5 customers over the last 7 weeks alone.

C. Explain how supplier checks and verifications might trigger workflow actions and District notifications.

- PaymentWorks provides a robust, multi-step approval workflow that can be applied for a) payee invitations, b) registrations and/or c) payee profile updates.

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- Approvals are triggered and routed to appropriate approvers based on Poudre's business practices. For example, let's say a payee registers providing ACH details and that needs to be routed to AP/Treasury, or a construction company provides their insurance information and that needs to route to Risk.

    - Approval workflows are dependent on how the payee responds to your new vendor registration questions making it easy to route to pertinent approvers.
    - With multi-step approvals, approvals can be required by one or more roles prior to routing the item for next level or final approval.

D. Describe systems and methods employed to prevent attacks from the outside, from your employees, from District employees and from other suppliers.

- We have implemented a number of controls to minimize risks against attacks from the outside. All systems/servers use standardized configurations and are deployed with automation. System defaults have been carefully chosen to minimize outside exposure and maintain a strong security posture. Anomalies are detected using our centralized logging system and network intrusion detection. On an account level, access is only granted when there is a business need and only the minimum necessary amount is given. We require 2FA for all system administrators and Engineers.

E. Describe what actions are logged or generate audit records. What District actions are recorded? What actions by your organization are recorded? What supplier actions are recorded? Who has access to audit logs and how are they presented?

- All payee registration and profile modification data is fully accessible to users in your PaymentWorks account with appropriate permissions. Every change submitted by a payee, whether or not it is approved by your administrators, is recorded and accessible in the 'Vendor Updates' tab. You have the ability to retrieve any and all of that data for reporting.

- All profile changes made by payees are submitted to their customers (e.g. Poudre), showing the timestamp of the change and the before and after values.

- Within the payer app, you will have visibility into changes as part of the onboarding and approval workflow, including approvers and timestamps.

- System logs are stored indefinitely and directly in Amazon S3 and are protected by firewall rules, requiring authentication, restricted permissions, and accessible only from inside the VPC.

- As a fraud detection measure, all user actions at the application level are audited and available upon request to customer account administrators. System logs are stored directly in Amazon S3 and are protected by firewall rules, requiring authentication, restricted permissions, and accessible only from inside the VPC. Only the CTO and Principal Engineer have access to view log files and audit trail files. We typically do not give system access to third parties, but if more information is needed to investigate specific instances we are happy to share logs and information.

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Process Effectiveness & Efficiency

A. Explain the process from initial engagement with suppliers through how supplier onboarding and supplier modifications workflows work. What capabilities exist to manage requirements and approvals?

- The invitation process is extremely easy, and helps departments be more efficient by not having to rely on AP/Procurement to ask "where is my vendor" because they have their own dashboard to view where their vendors are in the process, ie. 'clicked email', 'completed registration'. We've heard departments have been able to save **~30mins per payee** as they are removed from the paper chasing back and forth with vendors and W9/ACH form collection process.

- The payee receives their invitation via email and registers on a configured, customizable/dynamic form that makes it easy for any payee (individuals, suppliers, vendors, referees, contractors, etc.) because the form only asks questions pertinent to the payee type. This is invaluable as it relates to the user experience for the payee.

- PaymentWorks provides robust, multi-step approval workflows that can be applied for a) payee invitations, b) registrations and/or c) profile updates. Approvals are triggered and routed to appropriate approvers based on payee data provided.

- Creating an approval workflow is done during the implementation process. Our workflows are very flexible and easy to create. Our approval workflow capabilities even expand outside the documents as we can configure certain workflows based off of vendors' answers to custom field questions Poudre would want added to their registration form and user roles.

Are forms or documents built into this process?

- PaymentWorks' new vendor registration form is dynamic and configurable based on PSD's data and compliance requirements. PaymentWorks allows PSD to collect any number of certifications and/or documents (ie. diversity certification, certificate of insurance) during the payee registration process.

- Payees will have the ability to update these documents in their profile. For applicable documents, PSD has the ability to require an expiration date which can be tracked and triggered upon pending expiration.

What does this look like from the perspective of the supplier and from the perspective of the District?

- Please see screenshots of a sample "New Vendor Registration Form" here (this is a sample form and can be configured to the District's required questions/information/documents needed to be uploaded). This form is dynamic, and changes based on how the payee responds to each question.

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- Once PSD's payee submits the new vendor registration form, all of the payee's data collected is accessible by PSD's approver(s) and superusers in the PaymentWorks application.

What makes these workflows efficient?

- The workflow approval flow for our customers is very flexible allowing for one or multiple approvers based on PSD's requirements, and can be configured at any time should you choose to change it.

- PSD will work with their PaymentWorks Customer Success Manager assigned to their account in order to help facilitate any changes.

What makes them safe in terms of meeting District requirements and controls?

- PaymentWorks approval workflow can be configured to provide multi-level approvals in some cases, such as tax classification or bank account changes. We provide approval workflow based on registration criteria, so complex or flagged registrations can be routed to specific roles for additional approval.

- As a security and fraud-prevention precaution, all registrations in PaymentWorks are approved manually, not in batches.

- Finally, roles are assigned specific permissions so that sensitive data may be viewable only by pertinent PSD users.

B. Describe ability to manage foreign supplier information. Are there any limitations?

- PaymentWorks manages foreign supplier information as well as domestic. This is due to the configurable form, if a payee describes they're from another country, the form will automatically change to collect foreign identity/tax information and instead of asking for a W9, it will ask for a W8 or W8BEN / W8BEN-E.

- If your tax office, or a specific department needs to approve foreign payees through the workflow they will be able to do so.

- Finally, PaymentWorks attempts to validate foreign payee banking information as well.

C. Describe how the proposed solution facilitates communication between suppliers and the District.

- PaymentWorks enables quick and simple tools to support any and all communication that is needed between PSD/reviewers and suppliers.

- PaymentWorks enables PSD the ability to post custom news updates to all connected suppliers. Under Messaging/News Updates, this permission enables users to update news to all of its connected vendors.

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D. Explain what document types are supported and how they are handled within workflow.

- PaymentWorks allows Payers (e.g. PSD) to collect any number of certifications and/or documents (ie. Word, Excel, PDF, etc.) during the payee registration process. Payees will have the ability to update these documents in their profile.
- For applicable documents, ie. Certificates of insurance and minority owned business certificates, Payers have the ability to require an expiration date which can be tracked and triggered upon pending expiration. PSD can determine workflow based on document type, etc.

E. Explain what form-related features are provided, especially any that facilitate on-line document creation and document signing capabilities.

- PaymentWorks enables customers to require their registering vendors to upload, submit and maintain relevant documents.
- Available documentation includes all vendor uploads, a PDF of the completed supplier registration, as well as an electronically-generated/signed W-9 file.

F. Describe the features provided for effective tracking and monitoring. Include information about standard and custom query support, reporting, dashboards, notifications, etc.

- Most information in the application can be downloaded directly from the UI (user interface) to a CSV file. From there, users will be able to view and manipulate the data and share with any internal group necessary. Additionally, roles and permissions can be configured so that certain departments have access to reports.

- The PaymentWorks strategy is to make supplier data accessible through the API. The REST-based API is accessible to any user in the account with appropriate permissions, and was designed to enable integration with the ERP as well as third party query and reporting tools.

G. Explain how workflows are used to trigger emails with notifications and, if desired, have select forms attached, to be sent to the appropriate department (e.g., email insurance certificates to Risk Management, notify Accounts Payable that all required supplier information has been obtained, etc.).

- PaymentWorks provides a robust, multi-step approval workflow that can be applied for a) payee invitations, b) registrations and/or c) profile updates.

- Approvals are triggered and routed to appropriate approvers based on the Poudre School District's business practices. For example, PSD can route registrations that include insurance certificates to the Risk Management department as well as notify AP that all required supplier information has been obtained.

- With multi-step approvals, approvals can be required by one or more roles prior to routing the item for next level or final approval.

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H. Describe the proposed solution's Certificate of Insurance management capabilities, including self-service and full-service options.

- PaymentWorks provides the ability for payees to upload certificates, and multiple certificates if needed, and provide expiration date(s).
- PaymentWorks automatically notifies payees 3 weeks in advance (configurable date) to update their insurance documents and any additional documentation/certifications.
- PSD can have a robust approval workflow to be notified of any new, change etc. of its payees' certificate

I. Describe the proposed solution's functionality as it relates to 1099 reporting. Specifically, if there's the ability to import 1099s into the solution and notify the applicable suppliers that the 1099 is available.

- PaymentWorks collects pertinent 1099 information per payee type; however, at this time does not have import capability to notify the applicable supplier that the 1099 is available. This is something that is usually done in our customers' ERP.

J. Describe how existing supplier information will be migrated to the solution, verified, and how existing suppliers will be notified.

- PaymentWorks provides best practices, and Poudre School District will have a dedicated Onboarding Group/Customer Success Manager to ensure your existing payees get registered on the PaymentWorks network easily.
- Poudre School District will upload their vendor master into PaymentWorks so we can manage duplicates and connect existing suppliers. In order to receive full validation, ACH fraud prevention and indemnification active payees are invited to register for Poudre School District onto PaymentWorks. Typically most customers choose to invite only new payees and changes to existing payees because this is where the most risk lies.
- Many payees may already exist on the network, so when they get an invitation from Poudre they will log back in with their username and password, and core fields will already be completed (payees love that they have one login for all their customers on PaymentWorks). They will still complete Poudre School District specific fields so you can capture exactly what you require from each supplier type.

K. How is historical information managed and retained to ensure an audit trail exists for changes including but not limited to; remit address, tax status, EIN information?

- All payee registration and profile modification data is fully accessible to users in your PaymentWorks account with appropriate permissions. Every change (ie. remit address, tax status, EIN information) submitted by a payee, whether or not it is approved by your administrators, is

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recorded and accessible in the Vendor Updates tab. You have the ability to retrieve any and all of that data for reporting.

- All profile changes made by payees are submitted to their customers (e.g. PSD), showing the timestamp of the change and the before and after values.

- Within the payer app, you will have visibility into changes as part of the onboarding and approval workflow, including approvers and timestamps.

- System logs are stored indefinitely and directly in Amazon S3 and are protected by firewall rules, requiring authentication, restricted permissions, and accessible only from inside the VPC.

- As a fraud detection measure, all user actions at the application level are audited and available upon request to customer account administrators. System logs are stored directly in Amazon S3 and are protected by firewall rules, requiring authentication, restricted permissions, and accessible only from inside the VPC.

- Only the CTO and Principal Engineer have access to view log files and audit trail files. We typically do not give system access to third parties, but if more information is needed to investigate specific instances we are happy to share logs and information.

L. Though addressing fraud risks related to supplier details is the priority, the District is interested in any additional capabilities offered that extend beyond managing supplier details. Examples might be the ability to provide invoice payment status to suppliers or to provide sophisticated, consolidated supplier statistics, insights, and dashboards.

- Payees can view their invoice payment status and remittance information mitigating the support calls PSD would normally receive from payees, “when am I going to get paid?”.

- PaymentWorks is built as a network which provides easy adoption for your payees. If a payee is already registered and connected to Spring Branch ISD, for example, and PSD invites them, their core fields (ie. TIN, corporate address, etc.) will be prefilled and the payee will be able to complete custom fields for PSD. This sets us apart in the marketplace. It’s typically extremely cumbersome and difficult for payees to register on a different supplier portal every single time; this is why payees appreciate using one system to register, keep info up to date and check payment status.

- PaymentWorks helps customers control maverick spend. We’ve helped customers save hundreds of thousands of dollars by allowing them to “approve a new vendor invitation” before it is sent to the payee - if PSD already has a pre-negotiated alternate contract or preferred alternate payee you can deny the new vendor invitation and redirect your Buyer/Department to your existing, preferred payee.

- PaymentWorks provides support not only for PSD’s staff/departments but payees that may need additional support registering.

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- Finally, PaymentWorks' warranty is different from an insurance policy because there are no deductibles, low limits or claims processes. We are completely transitioning the liability / heavy lifting as it relates to fraudulent ACH payments off of PSD and onto PaymentWorks.

M. Explain how Quality-of-Service (QOS) is reported and provide any available historical QOS statistics.

- PaymentWorks is fully hosted in the US-1-EAST REGION of AWS. We utilize multiple availability zones which guarantees that data is processed and stored in separate physical facilities at least 19 miles apart. We use Amazon Aurora and S3 which offers 99.999999999% durability of objects and 99.99% uptime. Deployment and administrative tasks are automated and systems can be rebuilt by scripts in a matter of hours. System automation is used on an almost daily-basis and processes are walked through annually to ensure business continuity processes are sound.

- PaymentWorks has never experienced an outage. If this were to happen, you would be noticed immediately by your designated account manager.

Fit & Compatibility

A. Describe what types of suppliers are supported, i.e., large businesses, small businesses, both foreign and domestic, independent contractors, individuals acting as activity judges or clinicians, etc.

- All payees / suppliers ie. large businesses, small businesses, both foreign and domestic, independent contractors, individuals acting as activity judges or clinicians, etc. are supported.

How are the various requirements of each supplier type addressed?

- PaymentWorks' registration process is flexible and configurable, enabling you to define types of vendors, and specify which information is required for each type of vendor. The new vendor registration form is a standard registration form that is configured for each PaymentWorks customer during the implementation phase to capture all the necessary information that PSD needs to collect from their payees, for example, for a US Entity we can collect Federal/State diversity information. Another example is for a foreign payee we would collect a W8 vs. a W9. This allows for a seamless experience and easy adoption by PSD's payees.

What is required of each supplier to participate?

- The ability to register online with their username and password.

- If PSD has suppliers that do not have email or cannot use the internet, PSD can manually enter them into its ERP the way it's done today.

- Payees will provide profile information sufficient to validate their legal and tax status. If they are being paid electronically, related information will be required.

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Are suppliers ever required to pay for participating?

- No, suppliers are not required to pay for participating.

Are suppliers required to key all of the same details for each entity and are details shared across entities?

- If a payee is already registered in PaymentWorks and PSD requests their registration as a new payee for PSD, the payee's core fields, ie. TIN, corporate address, etc. will be pre-populated for ease of registration.
- There may be PSD specific fields they will fill out which will be pertinent to PSD and no other customer they're connected with.
- The only way information is shared across the network/entities is upon submission from the payee to pertinent customers they need to update.

B. Describe any features that facilitate an experience that is tailored to the District and/or supplier. This might include customized forms, workflows, District branding or anything that improves the efficiency or effectiveness for the District or allows suppliers to trust the vendor with sensitive information on the behalf of the District.

- The PSD logo is added to identify your PaymentWorks portal.
- The invitation sent to your payees is co-branded with PSD's & PaymentWorks' logo.
- Your Account Manager will work with you on content/best practices to inform your payees on PaymentWorks as PSD's new Payee Enablement Platform, making it more secure and easy for the payee to register to do business and get paid by PSD.
- Here is an example of one of our customers, Rutgers' landing page on their website sharing the value PaymentWorks brings to the University and their payees.
- Finally, as mentioned above workflows are configured and flexible based on payee type and approver(s).

C. Describe options for integration of the proposed solution with the District's existing financial system to ensure the necessary fields, formatted as required, in the supplier database of the financial system contain accurate and timely information.

- PaymentWorks works with myriad ERP systems.
- The integration work covers developing the bidirectional feeds between PaymentWorks and an organization's ERP system via SFTP or our robust API. There are two primary tasks in a PaymentWorks integration project:

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- Mapping fields used in PaymentWorks to the appropriate fields in the customer's ERP. Usually managed by a business analyst, this step comes first regardless of whether the integration is done manually or programmatically.

- Creating the processes for migrating the relevant data between systems. In a full integration, this is handled through the development of scheduled processes. In the interim, this work can be done manually using export and import functions in PaymentWorks and an organization's ERP.

D. Explain how supplier and District access roles are controlled and managed.

- Each PaymentWorks user has his/her/their own account with unique login credentials.

- PSD Account administrators and super-users (who have permission to all functions) add user accounts through invitation, and have the ability to modify those accounts, including the ability to assign and revoke membership in specific roles (permission groups). Buying organization users will generally login via SSO.

- PaymentWorks is a SAML2-compliant Service Provider that supports integrations with a variety of Identity Provider types, including Shibboleth and ADFS. Single Sign-On (SSO) integration allows our customers to quickly onboard thousands of their users while managing those users from their own Identity Provider as usual. We can support access by groups as defined by the IdP.

- PaymentWorks functions based on role-based permissions. Payer accounts have almost 100 different application and data areas access to which is controlled by permissions granted to a users role. A system administrator will assign roles to a user.

E. Explain your policies on data and document ownership. What facilities exist to perform bulk downloads of data and of documents?

- All PaymentWorks' supplier profile information is accessible to authorized PSD users as a CSV export - through the API, SFTP server or UI - which can be used to migrate that data and documents to PSD.

- If the supplier uploads documents, such as a PDF of an insurance certificate, we provide a URL to that doc, which could be brought into your ERP (or other systems PSD utilizes).

- This can all be performed in bulk downloads.

F. The District utilizes Microsoft 365 single sign-on (SSO) for District login. Explain how vendor, supplier and District users' logon methods are secured and managed and/or whether they have SSO with or without multi-factor authentication options offered or required and for which user types.

- PaymentWorks is a SAML2-compliant Service Provider that supports integrations with a variety of Identity Provider types, including Shibboleth and ADFS. Single Sign-On (SSO) integration allows

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our customers to quickly onboard thousands of their users while managing those users from their own Identity Provider as usual. We can support access by groups as defined by the IdP.

- Vendors/suppliers/payees have their own account with unique login credentials. PaymentWorks has Multi Factor Authentication for payees as well.

G. Explain policies on data backups, disaster recovery, uptime, redundancy, etc.

- Please see our Business Continuity Plan.

H. Explain how the user interface is accessed; is it browser-dependent or cross-browser HTML 5 compliant?

- PaymentWorks supports most commonly used browsers, including:
  - Google Chrome: Version 36 and newer
  - Microsoft Edge: Version 20 and newer
  - Firefox: Version 37 and newer
  - Internet Explorer Version 9 and newer
  - Safari: Version 5.x and newer
- No browser add-ins such as Flash or Silverlight are required.

I. Describe encryption standards to encrypt data at rest and in transit.

- All data is encrypted in PaymentWorks at rest and in transit.

- All sensitive data and documents are encrypted at rest with 256-bit AES encryption.

- Data in transit through our APIs or via the user's web browser occurs over HTTPS/TLS 1.2. All FTP communications are done via SFTP. Encryption is a fundamental control that we use in every place technically feasible.

- PaymentWorks uses Amazon recommendations/best practices to underpin the encryption methods for open transmission of sensitive data.

J. As a service organization with controls that affect the District's internal controls over financial reporting, a Service Organization Controls (SOC 1) audit will be required. Are SOC 1 audits currently performed?

- Yes PaymentWorks undergoes annual 3rd party audits of our platform functionality and security, including penetration tests. A copy of our most recent SOC 1, Type 2 report is available at this link.

- Please see our Bridge Letter here.

K. When was the most recent cybersecurity audit performed and what were the results?

- Our 2021 SOC 2 Type II audit is currently in progress.

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- Our last annual penetration test occurred in Feb/Mar 2021.

L. Describe the initial training and on-going support that will be provided to key Finance Department staff.

- PaymentWorks prides itself on providing best in breed training and on-going support for our customers. Please see your Implementation Overview & Technical Requirements for Phase I for information about roles/responsibilities during the onboarding, and on-going.

- Support is provided for both your key Finance Department, and buyers/schools initiating vendors/payees and to payees/suppliers who have technical questions about the registration process.

M. Understanding that the District wishes to address the situation as quickly as possible, but not later than December 1, 2021, provide a detailed timeline for full implementation and to the extent practicable, the amount of time District personnel should expect to devote to the project.

- PaymentWorks can get Poudre School District up and running within 7-11 weeks (and can shorten the timeframe if needed) with our "Standard" Phased approach. If Poudre School District awards PaymentWorks we can start ASAP and work towards a December go live (we'd recommend starting the project October 1st, 2021 to go live by December 1st, 2021).

- As soon as you know you'd like to start the project please advise of your start date so we can lock in Enablement resources. Enablement resources are officially locked in with a signed agreement.

- See below image for an estimated timeline to get up and running with "Standard Phase I" ~97.5 hours. We need ~6 hours of Technical time to integrate with SSO & get Poudre live on the platform, receiving automated payee/supplier onboarding + change management, automated valuations & fraud indemnification.

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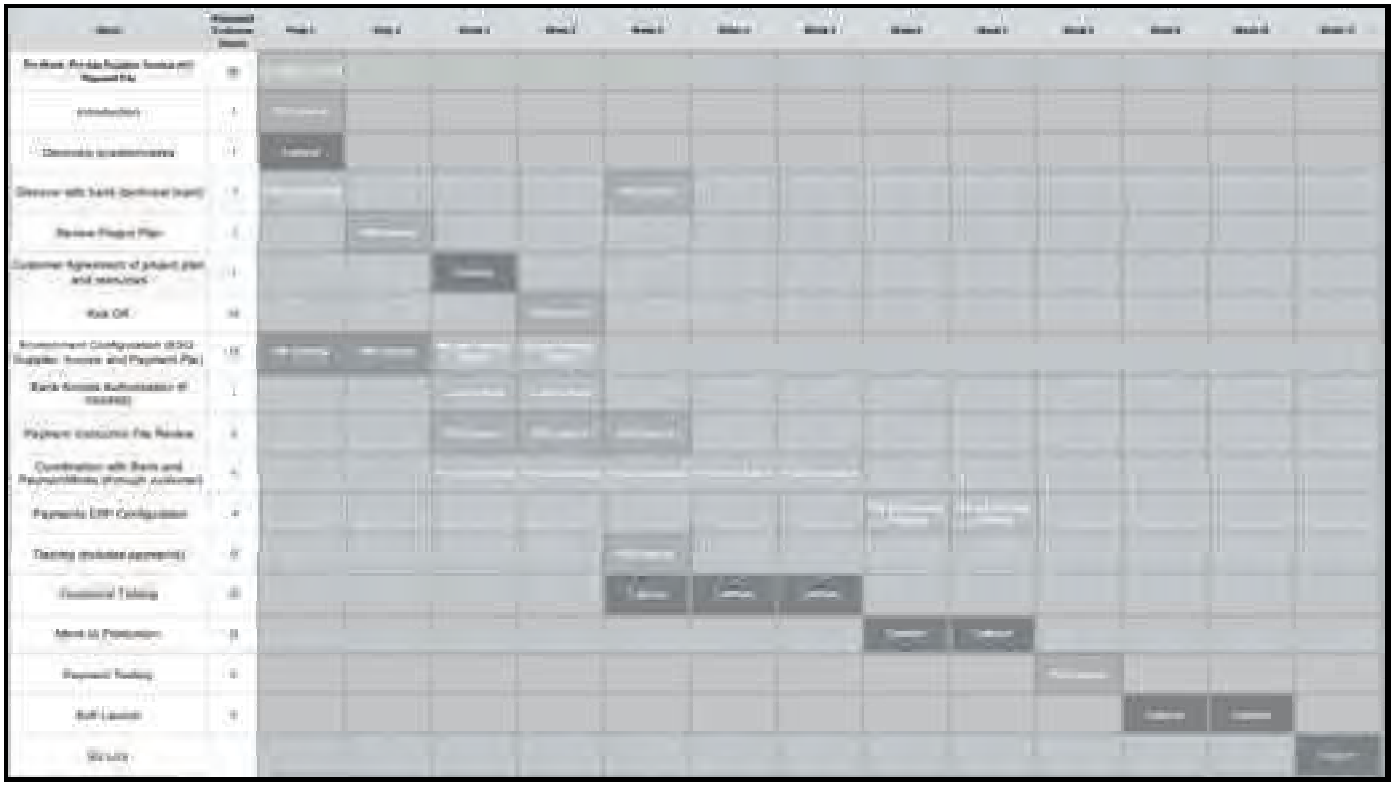

- Please see your PaymentWorks Implementation Guide & Technical Requirements Phase I for additional information on each milestone and includes District personnel needed for the project.

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

4. REFERENCES

Submit completed reference form in Section 5.0.

Reference 1

Company Name	Cabarrus County
Contact Name	Rodney Harris
Title	Deputy County Manager
Contact Information	rdharris@cabarruscounty.us
Phone	704-920-2107
Address	65 Church St S Concord NC 28025
Length of time & Service Performed	Started in June of 2019, Utilizing the entire PaymentWorks system: supplier management, compliance and fraud indemnification.

Reference 2

Company Name	Spring Branch ISD
Contact Name	Richard L. Gay
Title	Director of Purchasing Services
Contact Information	richard.gay@springbranchisd.com
Phone	713-251-1106
Address	955 Campbell Rd Houston, TX 77024-2803
Length of time & Service Performed	Started the project in January 2020. Utilizing the entire PaymentWorks system: supplier management, compliance and fraud indemnification.

Reference 3

Company Name	Sam Houston State University
Contact Name	Renee' Starns
Title	Executive Director of Procurement and Business Services
Contact Information	PUR_RLA@shsu.edu
Phone	936-294-1906
Address	Box 2028, Huntsville TX 77341
Length of time & Service Performed	Start Date: June 27, 2017 End Date: August 31, 2024, Supplier information management+fraud indemnification.

DocuSign Envelope ID: 79E15ED4-9715-451E-8B29-6D49F4C890ED

5. Cost Proposal

Cost proposal for RFP 22-670-001 Exhibit A Supplier Verification and Management Solution

Supplier Verification and Management Solution	Year 1	Year 2	Year 3	Year 4	Year 5
Total One Time Costs	$15,000 onboarding services	N/A	N/A	N/A	N/A
Total Ongoing Costs	$85,000 annual subscription	$85,000 annual subscription	$85,000 annual subscription	$85,000* annual subscription	$85,000* annual subscription
Costs for value-add or additional services	**OPTIONAL** Technical Consulting for Integration Work **$15,000 one time payment when integration work begins** (150 hours)				

**After the first 3 years, the subscription rate will renew at the previous rate plus an increase equivalent to the latest Consumer Price Index (furnished by U.S. Bureau of Labor Statistics) over the previous subscription price at the end of the three-year term.*

6. Proposal Certification Form

Submit the completed form in Section 8.0.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.

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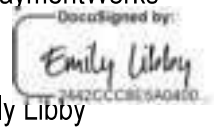
- ❖ The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the solicitation and/or the company's proposal responding to the solicitation.
- ❖ The company meets or exceeds all of the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- ❖ The company's proposal is being offered independently of any other Service Provider and in full compliance with the terms specified in Sections 1 and 2 of the solicitation.
- ❖ The company will accept any awards made to it, contingent on contract negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

- Company Name: PaymentWorks
- Signature of Agent: 

- Printed Name: Emily Libby
- Title: Regional Sales Director
- E-mail address: emily.libby@paymentworks.com
- Mailing address: 8140 Hillandale Drive, San Diego, CA 92120
- Telephone: 978 500 3709

7. APPENDICES

The Service Provider should limit materials included here to those that will be helpful to the District in understanding the services provided for this specific agreement and/or the abilities and qualifications of the Service Provider.

1. PaymentWorks' solution is available through multiple Cooperative Purchasing Agreements that include:

  - OMNIA Partners R191902
  - NASPO ValuePoint Cooperative Purchasing Organization AR2472
  - E&I Contract Number: EI00042

2. PaymentWorks has started to develop partnerships with banks and integrated payables solutions across the Country. Although we do not require or push PSD to bolster a specific payment method, ie. ACH, virtual card or credit card; PaymentWorks can help bolster your preferred payment / program and can work with your bank to do so. For example, one of the programs we've helped bolster is virtual card by analyzing current vendors who accept cards and can optimize the new vendor registration process to show virtual card, allowing PSD to receive rebates.

Another example is we helped a customer shift 90% of their check payments to ACH in 3 months by removing check as a payment type. They now save $100,000's annually.

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In Summary

PaymentWorks appreciates the opportunity to offer this solution for the District's initiative.

The PaymentWorks team has proposed a superior and cost-effective solution that fully complies with the District's requirements set forth in the "Supplier Verification and Management RFP 22-670-001". We understand the importance of your project goals, and we are confident you will benefit from this solution and our expertise.

PaymentWorks looks forward to the opportunity to speak with you, and provide solution demo(s) regarding the details of this proposal, as well as the opportunity to work with Poudre School District on this project.

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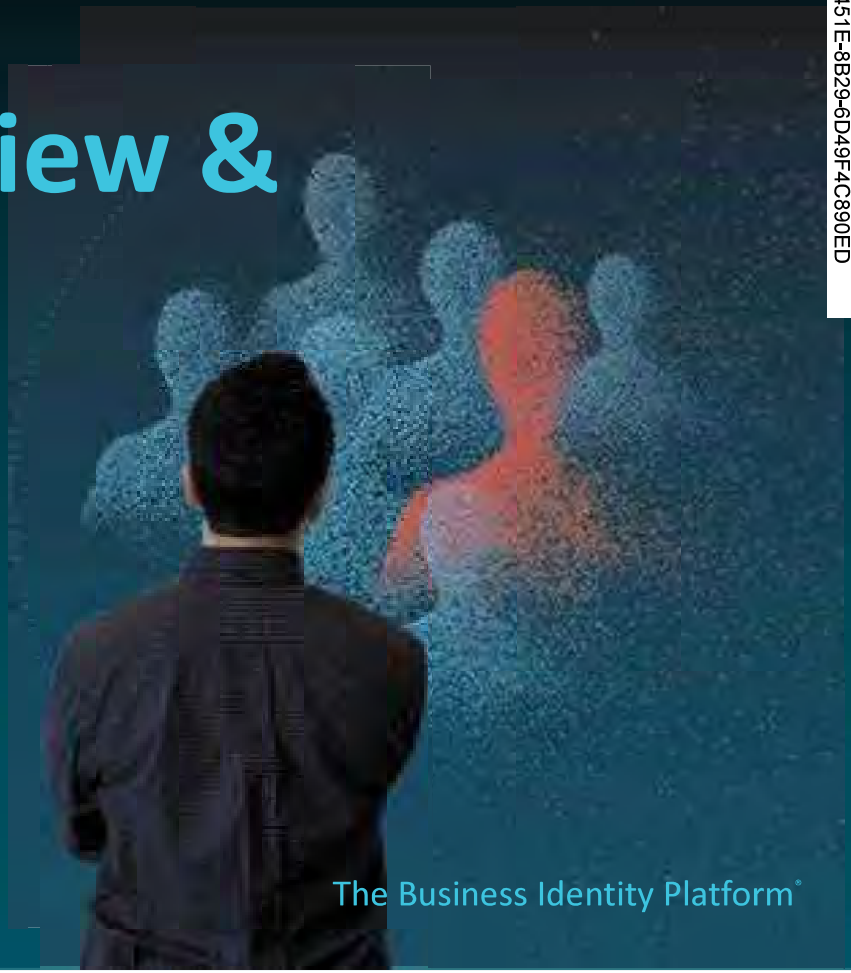
PaymentWorks

PaymentWorks Overview & Demo



Poudre School District

RFP 22-670-001

October 1st, 2021

The Business Identity Platform®

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Goals & Outcomes Alignment RFP 22-670-001

1. Fraud Prevention, Supplier Verification & Monitoring:
    - **Prevent** 100% of fraudulent ACH payments & ***changes***
    - Transfer Liability – ensure 100% protection for domestic ACH payments or it's our liability, not the District's
    - Sleep better at night, staff morale & stay out of the newspaper

2. Process Effectiveness & Efficiency:
    - New and existing payees (individual, supplier, vendor, contractors, one –time)
    - Mitigate multiple forms/insecure workflows & paper forms e.g. W9s, payment ACH auth form
    - Mitigate ***manual*** verifications ie. TIN/SSN, debarment/suspension lists, address, ACH/banking info
        - Interface with BusinessPLUS ERP – mitigate manual typing / complement Contract Management Solution

3. Reduce Costs & Risk
    - Check payments →ACH / EFT
    - Transfer risk & time spent validating ACH information

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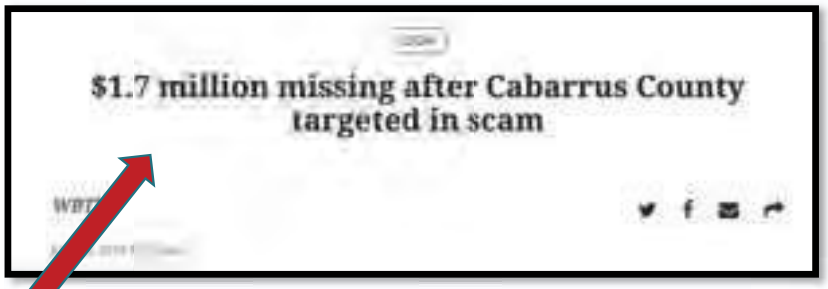

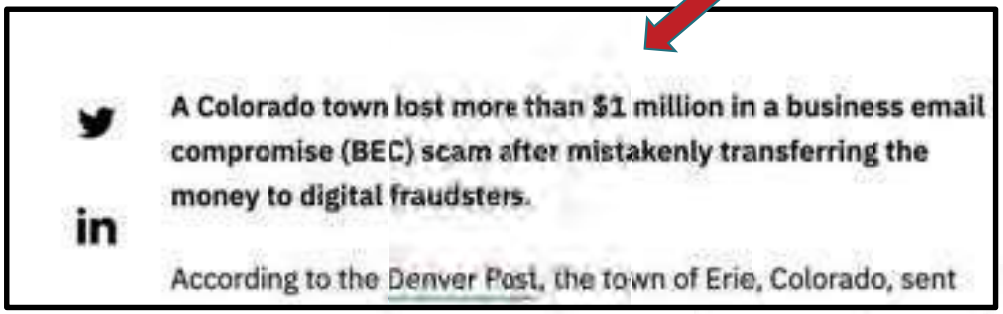

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Solve the Root Cause of Fraud & Risk

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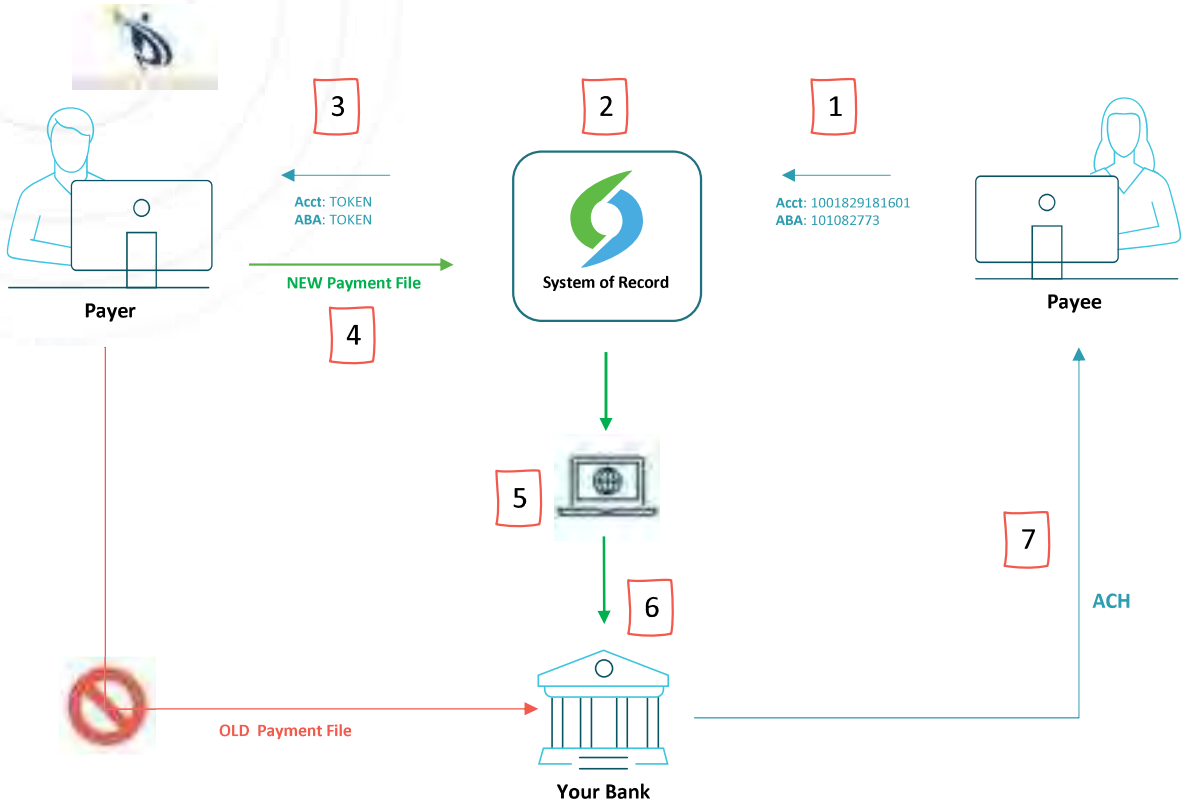
Fraud Protection & Bank Account Protection



Process Flow

1. Payee registers or submits an update
2. Info is validated and is stored in PW as the system of record
3. A token is sent to the payer (either automated or manually)
4. At the time of payment, the Payer submits a Payment Instruction File (PIF) to PW
5. Review process
    1. We populate the PIF with bank credentials
    2. We run checks on the TXs and pull out any possible transactions that require additional diligence or are of higher risk
    3. Payer has ability to review transactions and act on any rejected transactions that were part of the batch
6. PW uploads the file to the bank
7. Bank processes transaction

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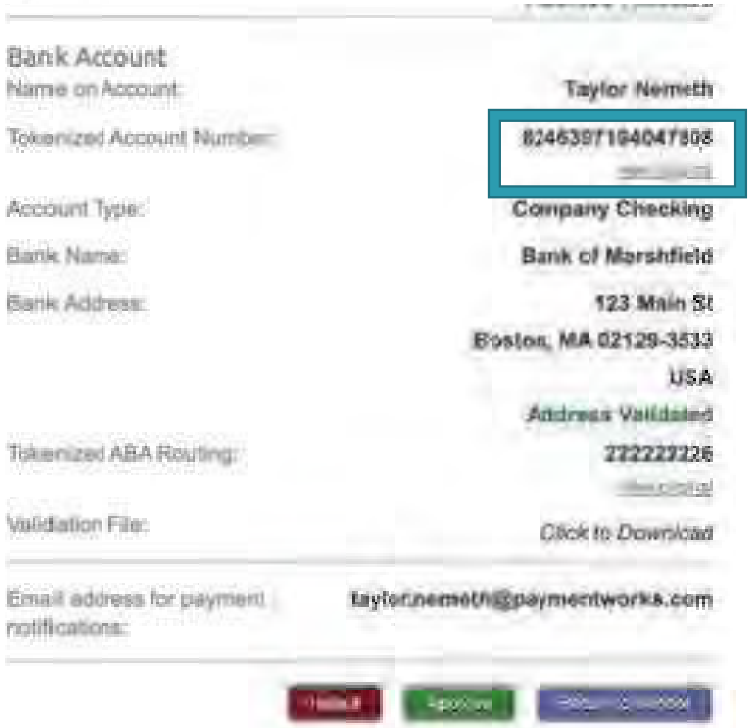
Tokenization



- Tokens will be displayed in place of bank account information.
- Permissioned users will be able to see non-tokenized bank accounts

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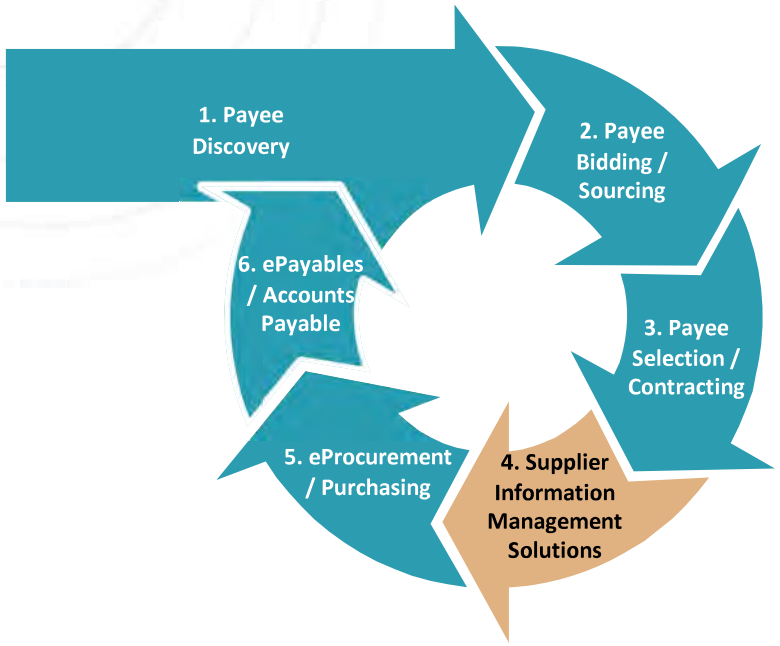
Constraints in Supplier/Contract Management Solutions



Typical Supplier Information/Contract Management/ Solutions:

- Don't focus on individuals / one-time payees
- Don't provide identity verification & validation of identity information:
  - TINS/SSNs
  - Bank account ownership
  - Debarment (OFAC, Sam.gov)
  - Address
  - IP monitoring, phone ownership, CLEAR, risk scoring, MFA
- Don't provide fraud indemnification nor proprietary fraud algorithm
- Don't interface to the ERP as the "System-of-Record" *(multiple remittances)*

"Supplier portals are just as dangerous as email"

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Rollout: Phased Approach *(minimal IT resources needed to go live)*

Phase I (ie. October – December, 2021) | ***Stabilize (ie. January-April, 2022)*** | ***Phase II (ie. May-July, 2022)*** | ***Live with ERP Integration August, 2022***

7-11 weeks | ***4-6 months*** | ***2-3 months***

Out of the Box Day 1 of Go Live

Realize Value Immediately

- New + Changes Payee Automation
  - Secure SSNs, banking → no more paper
- Automated Validations
- Support
- Fraud Protection & Indemnification

Light Tech Resources:
- SSO Security *(6-10 hours of IT)*
- Supplier, Invoice & Payment File

Stabilize the Experience

- Work out "kinks" & make changes ***before integration***

Finalize Automation

- Automated integration via API or SFTP
  - via your IT team or a 3rd party integrator

Payee data is entered into ERP by your staff

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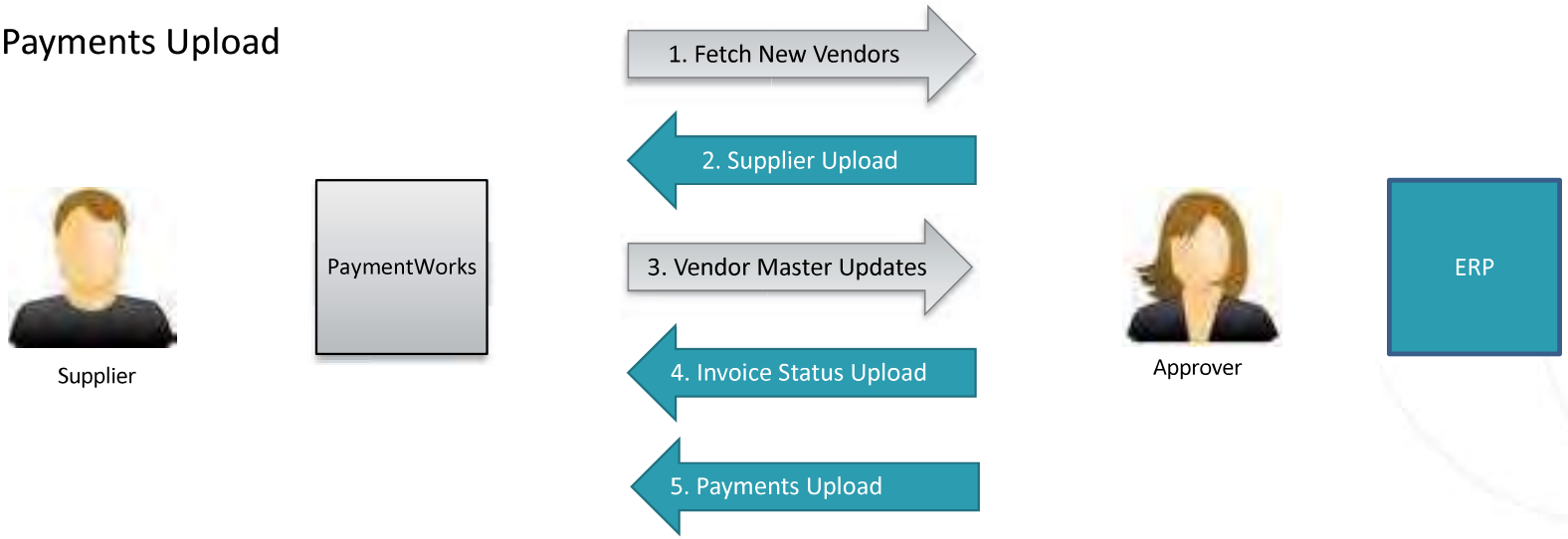
Data Integration Overview

Accessing and Updating PaymentWorks Data

1. New Vendor Processing, Part 1: Fetch new vendors
2. New Vendor Processing, Part 2: Upload processed new vendors
3. Process Vendor Updates
4. Upload Invoices
5. Payments Upload



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PaymentWorks in Action

University of Kentucky Payee Testimonial

From: Jen
Sent: Thursday, March 12, 2020 3:46 PM
To: @uky.edu>
Subject: RE: update

That was so ridiculously easy. I am stunned. Kudos to UKY as I can't even begin to tell you how much time, effort, and energy "getting set up as a vendor" typically takes.
So appreciative!!!

Jen

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PaymentWorks in Action

University of Kentucky Payee Testimonial

From: @uky.edu
Sent: Thursday, March 12, 2020 4:02 PM
To: Jen
Subject: RE: update

Hi Jen,
I'm so glad to hear. They have worked really hard to get that set up to be user friendly. I will pass on your kudos for sure.

Thanks so much,
Mara

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PaymentWorks in Action

University of Kentucky Payee Testimonial

From: Jen
Sent: Thursday, March 12, 2020 4:08 PM
To: @uky.edu
Subject: RE: update

Please do. It really is head and shoulders above anything else I've been asked to. HUGE congratulations to the team there.

Warmly,
Jen

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Payee Testimonial

——— Forwarded message ———
From: **Mike**
Date: Fri, Jul 19, 2019 at 11:18 AM
Subject: [info] Great Platform
To: <[redacted]>

Please pass this along to those who are responsible for the creation.

After 7 years of working with colleges across the US, finally a solution to the invoice/payment issue. Sam Houston had me sign up with PaymentWorks and it was so easy and I believe getting paid will be even simpler.

Please get every college on your system. The Gov could also use your services. I should sell your platform as I understand the solution you provide. As a one-person shop of sales, marketing, shipping, accounts receivable and payable, and technical updater, integrator, and fixer of the website, you just saved me a big chunk of time.

Nice Job

Sincerely,

Mike

--

Mike
www.sportsturfnw.com

SPORTS Turf Northwest LLC

"Protecting Athletes One Zap at A Time"

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Next Steps

- Technical Overview with Tad Staley, Director of Solution Services

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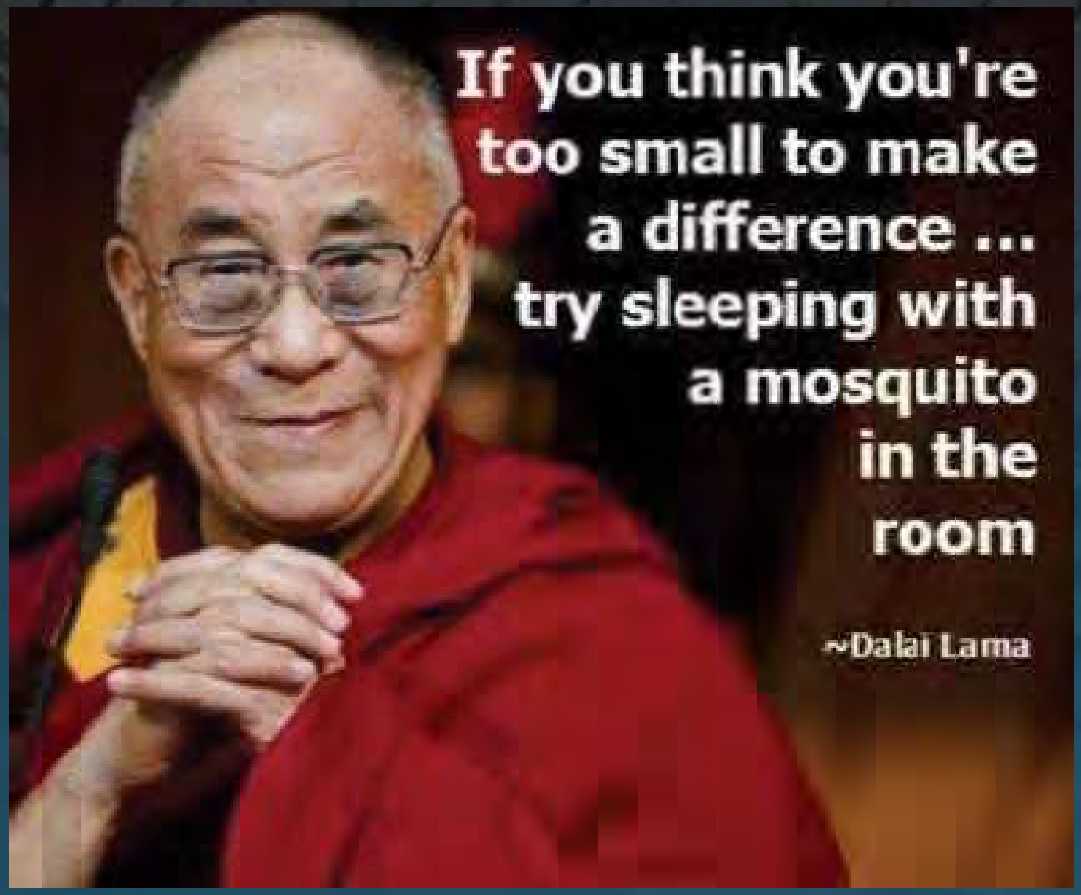

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PaymentWorks Integration Overview

The purpose of this document is to describe the process of integrating PaymentWorks data with an organization's ERP system.

1. Integration Overview

The integration work covers developing the bidirectional feeds between PaymentWorks and an organization's ERP system. There are two primary tasks in a PaymentWorks integration project:

1. Mapping fields used in PaymentWorks to the appropriate fields in the customer's ERP. Usually managed by a business analyst, this step comes first regardless of whether the integration is done manually or programmatically.
2. Creating the processes for migrating the relevant data between systems. In a full integration, this is handled through the development of scheduled processes. In the interim, this work can be done manually using export and import functions in PaymentWorks and an organization's ERP.

1.1 Field Mapping

Regardless of how the data is transferred between PaymentWorks and the ERP, there must be a mapping between the two systems, so that the data is transferred and stored in the correct form and location. This is typically the work of a business analyst familiar with the destination ERP.

There are approximately 75 standard PaymentWorks fields in a vendor registration. These include data for company information, such as legal name, TIN, tax classification; address information for corporate remittance and bank account addresses, as well as bank account information.

PaymentWorks can provide suggested mapping for these standard fields based on previous integrations for several ERP systems, including PeopleSoft, Banner, Oracle Cloud, SAP and Kuali Financial Systems.

In addition to the set of standard fields, PaymentWorks subscribers can define their own "custom" fields to collect data from supplies that is specific to the subscribing organization. These additional fields may also need to be mapped into the ERP.

Note: Many customers choose to use PaymentWorks as the repository for selected supplier information rather than transferring it to the ERP. This has especially been the case for custom data.

1.2 Moving Data

Once the fields have been mapped between the two systems, routines must be developed to transfer the data based on a schedule or when triggered by an event such as new data. Moving data may also entail validating and transforming the data to comply with the requirements of the destination system.

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There are five data transfers between PaymentWorks and an ERP.

Data downloaded from PaymentWorks

1) New Vendor Registration
   ERP (or other local process) retrieves new vendor requests from PaymentWorks and generates new vendor content within the ERP. For more information, see the Help Document New Vendor Requests Integration

2) Vendor Updates
   ERP (or other local process) retrieves vendor company and address updates from PaymentWorks and applies direct updates to ERP for address updates and other qualifying company update fields. Vendor updates also include updates related to vendor ACH account information and sanction list alerts. For more information, see the Help document Vendor Master Updates Integration.

Data uploaded to PaymentWorks

3) Supplier Upload
   Supplier records as managed in the organization's ERP are sent to PaymentWorks for reference. This usually involves a one-time upload of the full set of supplier records. Subsequently, only new or changed records need to be uploaded to PaymentWorks, at an interval convenient to the organization. For new registrations, the upload will include the newly created vendor ID, which will enable a PaymentWorks Connection. See below for information on Supplier upload format.

4) Invoice Upload
   Source invoice records are uploaded to PaymentWorks for supplier self-service of invoice status, as well as providing reference data on new and updated suppliers. As with supplier uploads, this involves an initial one-time load of current status on all relevant invoices. After the initial upload, only new or changed invoices need to be regularly uploaded providing updates to Invoice status and payment details. See below for information on Invoice upload format.

5) Payments Upload
   Payments to be indemnified against fraud are evaluated against the PaymentWorks Fraud Protection engine by regularly uploading the ERP's standard Payment Instruction Files (PIFs) to PaymentWorks, where each transaction is reviewed, and if detected safe, automatically paid via your existing bank or payment processor.

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1.3 Manual Data Transfers:

The table below provides a quick summary of the five types of data transfer between PaymentWorks and an ERP.

Transfer Type	Direction	PaymentWorks	ERP
Vendor Registrations	PW-to-ERP	Registration data can be downloaded from the UI or via a dedicated SFTP site.	Registration data is uploaded to create a new vendor. This may require creation of an ERP-specific script or batch file.
Vendor Updates	PW-to-ERP	Changes in a supplier's profile data can be downloaded to a CSV file from the UI or a dedicated SFTP site.	Changes in a supplier's profile may either overwrite previous values in the ERP, or require a new record for versioning.
Supplier Uploads	ERP-to-PW	Supplier data can be uploaded through the UI or via SFTP.	Extracted from ERP, uploaded supplier data is used to make connections with a PaymentWorks vendor profile using Vendor Number from the ERP. Uploaded Supplies with TINs are also used to avoid duplicate registrations.
Invoice Uploads	ERP-to-PW	Invoice data can be uploaded through the UI or via SFTP.	Uploaded Invoice data is a snapshot of all active invoices in their current state. If an invoice status changes, the new status should be uploaded and will allow the supplier access to the new info.
Payments Uploads	ERP-to-PW	Payments data can be uploaded via SFTP (soon through the UI as well).	Extracted from ERP to execute payment processing for ACH-based payments protected from fraud.

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2. Locations for Uploads and Downloads

2.1 Vendor Registrations

Vendor registrations can be retrieved from PaymentWorks either through the user interface or through the dedicated SFTP site. Downloaded files are in CSV format, which can be loaded into Excel if needed.

Note: When downloading from the user interface, you will probably want to first select all registrations with an "Approved" status. After downloading approved registrations, you can change their status to "Processed" using the link at the top of the page.

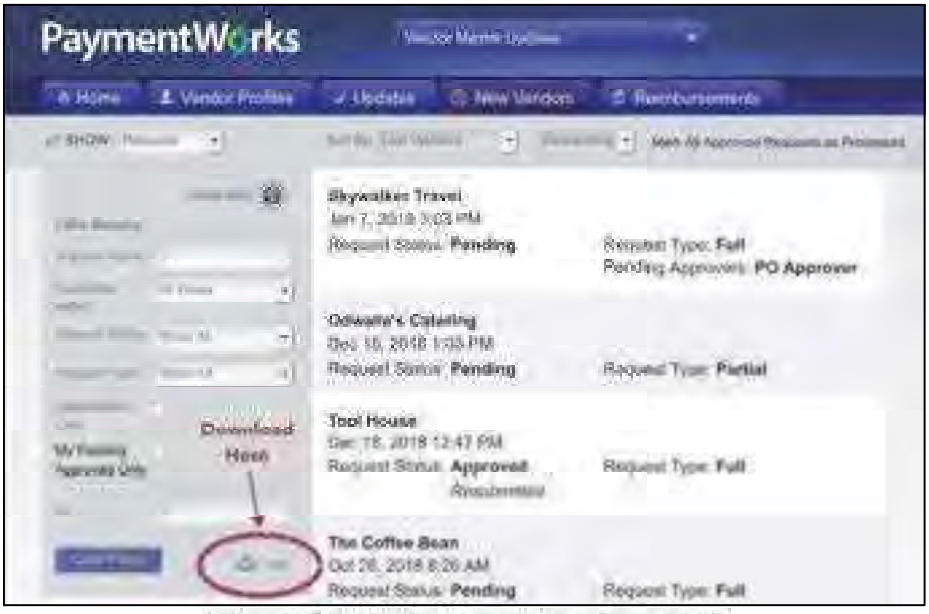

Figure 1: Downloading registrations from the UI

Downloading registrations via SFTP

PaymentWorks is configured to post approved registrations to your dedicated SFTP site at regular intervals. The default interval is hourly, though you can request a different interval.

Each registration will be uploaded only once, unless it has been returned and re-submitted by the supplier. Therefore, changing the status from "Approved" to "Processed" (as described above) is optional.

Registrations are uploaded to the SFTP site in the new_vendor_requests/exports folder, where they can be accessed by an authorized user with an FTP app. It is recommended that you move files to the /processed folder after they have been retrieved.

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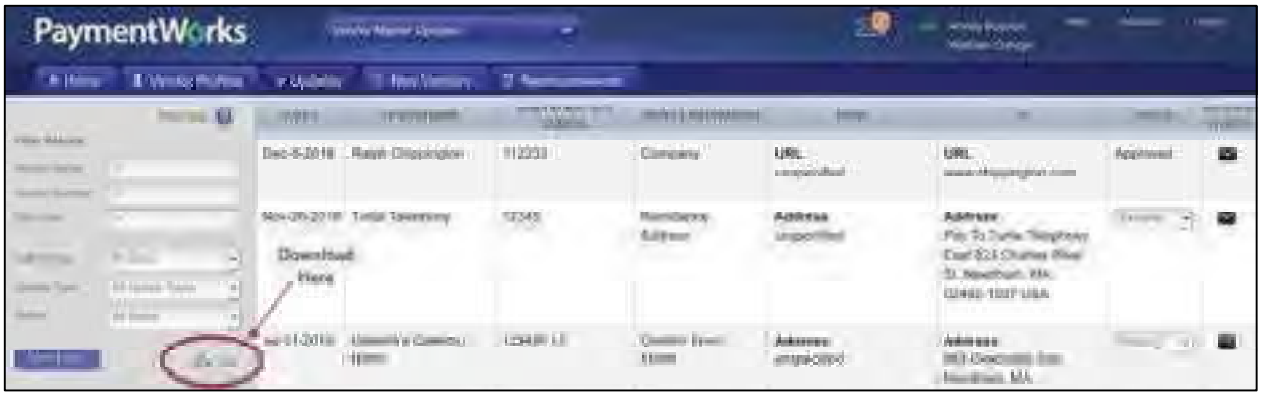
2.2 Vendor Updates

Updates made by a supplier to their PaymentWorks profile can be retrieved either through the user interface or through the dedicated SFTP site. Downloaded files are in CSV format, which can be loaded into Excel if needed.

Updates are captured in one of the following field groups.

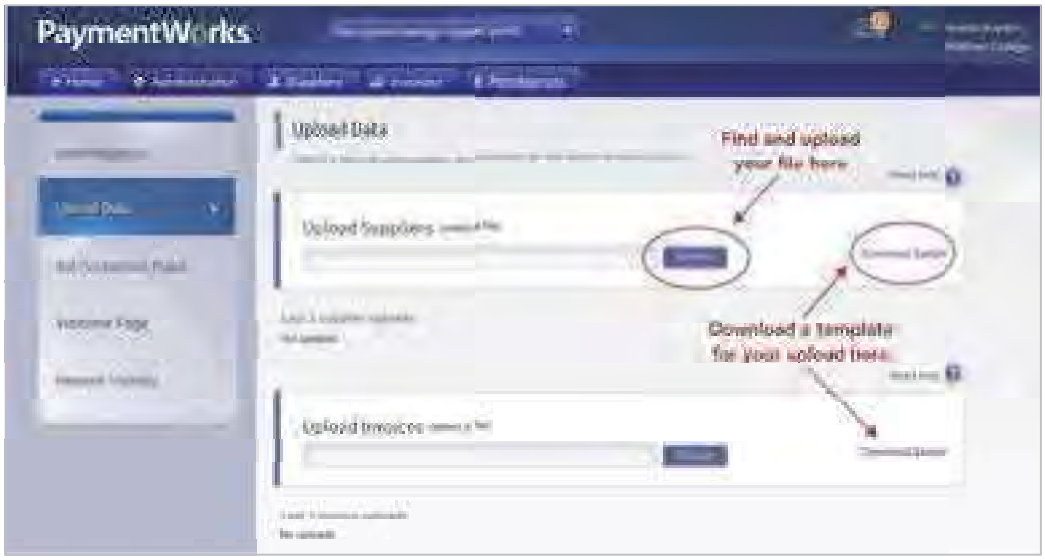
- Company
- Corporate Address
- Remittance Address
- Bank Address
- Bank Account
- Sanction List Alert
- Custom Form Fields

Because the fields in these groups may be stored in different tables in the EP, it may require breaking up the PaymentWorks download into separate files for each field group.



2.3 Supplier and Invoice Upload Locations

Uploads to PaymentWorks from your ERP can be performed in the user interface in the **Setup and Manage Supplier Portal** section of PaymentWorks, on the **Upload Data** tab, as shown below.



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Viewing Uploaded Records

Users with appropriate permissions can view uploaded Suppliers and Invoices in the **Setup and Manage Supplier Portal** section of PaymentWorks, on the respective **Suppliers** and **Invoices** tabs, as shown below. This can be a useful reference, especially for initiators who need to check if a vendor is already in the system before ending an invitation.

On both the Suppliers and Invoices tabs, you can filter the displayed results using the faceted search box on the left side of the screen.

3. File Formats

3.1 Registration Format

Vendor updates are exported as CSV (comma-separated values) files. The first row of the file contains the comma-separated list of field names and subsequent rows contain the individual new vendor requests.

Core Fields: These fields will always be present

- **Id**: Request ID, must be used in a Supplier upload, as RequestId, for making a connection.
- **TS**: UTC Timestamp of the request
- **Status Change TS**: UTC Timestamp of the last time the status of the request changed
- **Request Status Code**: Integer current status of the request (0 - Pending, 1 - Approved, 2 - Processed, 3 - Connected, 4 - Rejected)
- **Request Status Display**: String representation of current status of the request
- **Company Name**

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- **Vendor Number**: Matched vendor number when request is Connected
- **Site Code**: Matched site code when request is Connected
- Corporate Address Street 1
- Corporate Address Street 2
- Corporate Address City
- Corporate Address State
- Corporate Address Country
- Corporate Address Zipcode
- Main Telephone
- Corporate Email
- URL
- D-U-N-S
- Corporate Status
- TIN
- Remit Address Street 1
- Remit Address Street 2
- Remit Address City
- Remit Address State
- Remit Address Country
- Remit Address Zipcode

Bank account fields will always be present. In the case where they are optional, and the user did not fill them in, they will be blank.

- Name on Bank Account
- Bank Account Number
- Bank Account Type
- Bank Name
- ABA Routing Number
- Swift Code
- ACH Email

Custom Fields
All the conditional fields you specified in New Vendor Configuration will also be included in the CSV file, using each field label as a field heading in the CSV file.

3.2 Vendor Update Format

Vendor updates are exported as CSV (comma-separated values) files. Any fields containing commas themselves will be wrapped with double quotes ("). The first row of the file contains the comma-separated list of field names and subsequent rows contain the individual field updates.

Fields

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- **Id**: Update ID, can be used for subsequently modifying an update (e.g. mark as processed)
- **Status Change TS**: UTC timestamp of the last time the status was modified
- **Field Change TS**: UTC timestamp of the last time there was a field value change for this update
- **Vendor Name**: Name of the supplier for which the update occurred
- **Vendor Numbers/Site Codes**: Comma-separated list of vendor number/site code combinations associated with this update. In each vendor number/site code combination, the vendor number and site code are separated by a colon (:). If there is no site code (they are optional), there will be no colon. If either the vendor number or site code contains a colon itself, the vendor number and/or site code will be wrapped in single quotes (').
- **Group Name**: Name of the group to which the updated field belongs
- **Field Name**: Name of the individual field that changed
- **Changed From**: Original value of the field
- **Changed To**: New value of the field
- **Status Code (Integer)**: current status of the update group (0 - Pending, 1 - Approved, 2 - Processed, 3 - Rejected)
- **Status Display**: String representation of current status of the update group

3.3 Supplier Upload Format

Uploaded Supplier files enable you to provide details about each of your suppliers to PaymentWorks. These supplier upload files can be formatted as either CSV, XLS(X) or XML files. The following describes the specifics around each of these supported file formats.

Supplier Upload Fields

- **RequestID** (the ID from the new vendor registration).This is used for connecting new suppliers, described below.
- **VendorNum** (Your internal vendor code for the supplier) Required field
- **SupplierName** (The supplier company name) Required field
- **SiteCode** This can be a Location Code or Address Sequence ID if the vendor number has multiple entries
- **Address1**
- **Address2**
- **City**
- **State**
- **Country**
- **Zipcode**
- **TIN** The Tax ID number is required for making connections with newly registered suppliers
- **ContactEmail**

Each record in a supplier upload file must have a unique vendor number (your internal vendor code for that supplier) and the supplier's name. These are the only mandatory fields in each record. All other fields are optional.

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In some cases, a supplier with a single vendor number will have multiple sites, each with its own site code. In this case, simply specify separate records, each with the same vendor number, but their own unique site code.

Suppliers with multiple vendor numbers can be added by specifying multiple records with unique vendor numbers.

If you have more than one address for a supplier, it is best to use the address you use for remittances in the supplier upload.

3.4 Invoice Upload Format

Invoice upload files allow you to communicate with PaymentWorks details about individual invoices. Invoice upload files can be formatted as either CSV, XLS(X) or XML files. The following describes the specifics around each of these supported file formats.

Each record in an invoice file represents a unique invoice record that you want to be able to track and/or expose to your suppliers. For instance, a supplier might have multiple purchase orders represented on the same invoice. Each of these could be represented as a separate record. Or, the same purchase order could be broken down and billed on different invoices. If you still need another means of distinguishing records (e.g. voucher number), you can use the RefKey (reference key) to distinguish records. That would allow you to have multiple distinct records with the same invoice number and same purchase order.

Invoice Upload Fields

- **InvoiceNum** (Unique invoice number for this supplier) **
- **PurchaseOrder** (Purchase order associated with this invoice record) **
- **RefKey** (User defined reference key) **
- **VendorNum** (Your internal vendor code for the supplier that provided this invoice) ***Required***
- **SiteCode** To differentiate between different sites for a single supplier [Max 200 chars]
- **InvoiceAmt** (Invoice Amount) ***Required***
- **Currency** (Invoice Currency) Defaults to USD
- **InvoiceDate** (Date of Invoice) ***Required***
- **SchedPayDate** (Scheduled Pay Date)
- **ActualPayDate** (Actual Paid Date)
- **ActualPaidAmt** (Actual Paid Amount) can be used to represent a partial payment or discounted payment
- **PayDocNum** (Payment document number. E.g. check number)
- **StatusCode** (Your internal status code representing the detailed status of this invoice) ***Required***

** At least one of these three fields (InvoiceNum, PurchaseOrder, RefKey) is required in each invoice upload

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3.5 Payment Instruction File (PIF) Format

The PIF file format is not specified here because PaymentWorks is committed to supporting the PIF format of your ERP directly, without modification, and because PIF files, while varying somewhat between ERPs, already follow standards to allow them to be transformed into standard NACHA files. If your existing ERP can be transformed into NACHA payment files, then they can be processed by PaymentWorks.

For more information

Please see the PaymentWorks Technical Reference Manual or contact your PaymentWorks account manager or implementation liaison

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Exhibit C

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PaymentWorks

QUOTE

PaymentWorks
Every company should be 100% certain about who they're doing business with!

51 Sawyer Road, STE 310, Waltham, MA 02453
978-500-3709
Emily.libby@paymentworks.com

DATE: 11/08/2021

EXPIRATION DATE: 11/29/21

TO Tracy Stibitz
Poudre School District
2407 LaPorte Avenue
Fort Collins, CO 80521-2297
EMAIL: tstibitz@psdschools.org
PHONE: 970-490-3564

SALESPERSON	PHONE/EMAIL	PAYMENT TERMS	DUE DATE
Emily Libby	978-500-3709/ Emily.libby@paymentworks.com	Annual payments	Contract Execution

QTY	DESCRIPTION	NOTES	DISCOUNT		CUSTOMER PRICE
12 MONTHS	SIM+	Year 1 Discount	-$25,000		$35,000.00
12 MONTHS	SIM+	Year 2	N/A		$60,000.00
12 MONTHS	SIM+	Year 3	N/A		$60,000.00
12 MONTHS	SIM+	Year 4	N/A		$60,000.00
12 MONTHS	SIM+	Year 5	N/A		$60,000.00
1	Onboarding Services	150 Hours	N/A		$15,000.00
1	*Optional Integration Services*	*150 Hours*	*N/A*		*$15,000.00*

Quotation prepared by: Emily Libby
PaymentWorks

THANK YOU FOR YOUR BUSINESS!

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PaymentWorks

PaymentWorks Implementation Guide & Platform Description

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Table of Contents

1. Platform Implementation Services **3**

2. Pre Implementation **7**

3. Automated Integration **7**

4. Resources **8**

PaymentWorks 8

Customer 9

5. Standard Project Timeline Template **10**

6. Project Management **10**

Change management process (Post Go Live) 11

7. Platform Functional Description **11**

8. Technical Requirements **13**

Supplier File 14

Invoice File 15

Payment Instruction File (PIF) 16

9. Post Implementation **16**

Support / Maintenance 16

Customer Success 17

Platform Security Controls 17

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1. Platform Implementation Services

Assumptions

PaymentWorks will provide the standard "out of the box" configuration and services include:

- Configure the Testing and Production Environments
- Configure Roles/Permissions
- Configure Business Control Approval Process
- Configure Single Sign On on the PaymentWorks side
- Perform Training
- Project Management to coordinate resources and project deliverables

Onboarding services must be scheduled with the PaymentWorks Enablement Services group, and it is encouraged to select, negotiate and schedule a target-start date on or around contract execution. If Poudre School District notifies PaymentWorks at least two weeks in advance that they cannot meet the target-start date, there is no financial penalty, but any rescheduling is subject to the availability of PaymentWorks Enablement resources.

Description	PaymentWorks Responsibilities	Poudre School District Responsibilities
Introductory Call/Discovery	Introductions to key project stakeholders Present discovery questionnaire	Complete Discovery Questionnaire Confirm and coordinate Single Sign On (SSO) and PM resource for project
Bank Access Authorization	Provide necessary information and authorization	Bank to provide any documentation necessary for access authorization Customer to provide PaymentWorks with any access authorization documentation that may be necessary for project

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Configuration	Set up Poudre School District account based on discovery, secure file transfer to bank including key exchange, and configure the sandbox environment with SSO Payment File Review Provide payments ERP requirements	Support SSO setup to sandbox environment, coordination with Bank to provide key exchange and secure file transfer method Provide Payment Instruction File (PIF), Supplier and Invoice file Configure payments ERP requirements
Project Plan	Provide project plan with key deliverables and timeline Provide training videos	To review and **confirm** resource commitment to the project timeline Review training videos provided
Kick Off	Overview SSO, data transfer, invoice, PIF and supplier file requirements and project plan	Confirm delivery of Payment Instruction File (PIF), Supplier and Invoice file

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Sandbox delivery and training	Training videos provided for customer self directed learning Provide hands-on session after the customer has reviewed all videos	Review self directed learning videos. and complete basic testing prior to participating in a hands-on training session. Hands-on session to include up to 6 participants (suggested participants include AP, Vendor Approver, Trainer, PM, Adm, IT) for approximately 4 hours
Testing	Provide testing initial scenarios Test payment files will be processed and confirm configuration Actual payment file will be processed to confirm connection with the bank	Commit and complete testing scenarios and create additional scenarios if needed. Suggested testers include initiators, vendoring, AP and Procurement staff. **Testing is critical to the success of post go live.** Provide payment test files to confirm configuration Provide actual payment file to confirm connection with bank Provide a launch and training plan for all users including initiators and vendor approvers. Training plan should include preparing vendor approvers to assist payees with non platform questions/specific customer requirements

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Production	Coordinate with IT team for migration from sandbox to production including SSO Confirm supplier, PIF and invoice file formats	Support SSO setup to production environment Provide final supplier, PIF and invoice files
Soft Launch	Oversee and provide guidance during invitation, registration and update process in production Preparing for transition to support for platform specific questions	Send first invitation to PaymentWorks Coordinate and invite approximately 25-30 payees to PaymentWorks and refine any business processes if necessary
Live	Provide functional specification and mapping document Transition to support for platform questions Customer Success Manager will provide regular communication, business reviews, analyze customer needs and provide best practices	Open access to initiators and full adoption of PaymentWorks platform Payees that are not already on the PaymentWorks network will be invited and connected Payees that are already on the PaymentWorks network can be invited to connect Utilize support for platform questions

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2. Pre Implementation

Assumptions

These items will be coordinated and verified upon contract signing.

- Submission of supplier file - requirements located here
- Submission of invoice file - requirements located here
- Submission of payment file - requirements located here
- Coordinate with bank
    - begin/confirm resource allocation
    - confirm authorization/access requirements

3. Automated Integration

Assumptions

To tune data flows, stabilize the platform and processes it is recommended for Poudre School District to begin ERP integration 4-6 months post go live. ERP integration is the responsibility of the Poudre School District, but PaymentWorks is committed to providing the best-practices and support necessary to ensure a successful integration. Any automation of ERP integration consists of three classes of work, two of which can be provided by PaymentWorks. These are:

- Included: Work PaymentWorks must do to configure your ERP integration
- Optional: Work PaymentWorks, a third-party, or your IT-department could do
- ERP Access and Transformations: Work a third-party or your IT-department must do because it requires direct ERP access

Included: If/when you choose to automate the ERP integration, there are a small number of configuration tasks that PaymentWorks must perform: these hours are included in your license cost, capped at 20 hours. These cover:

- Secure communications configuration / key-exchanges
- Test scenario setup / execution

Optional: PaymentWorks offers consulting services to assist with the ERP-integration at a cost of $15,000.00 and will commence at the start of the project. These services are capped at 150 hours and include:

- Business process analysis and advice on best practices for PaymentWorks integration with Poudre School District ERP and existing vendoring procedures.
- Configuration, testing, and tuning of export formats.
- Technical advice and support on best practices and issue-resolution for the testing of dataflows and error processing.
- Specifications and documentation of the automated dataflows and data-mapping.
- Project management/Customer success manager support to coordinate resources and timelines.

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Optional PaymentWorks consulting services must be scheduled with the PaymentWorks Enablement Services group, and dates are subject to availability. It is recommended that a date for integration services be reserved prior to the completion of onboarding, typically 3-6 months after onboarding is completed. If Poudre School District notifies PaymentWorks at least two weeks in advance that they cannot meet the integration-services start-date, there is no financial penalty, but any rescheduling is subject to the availability of PaymentWorks Enablement resources.

Description	PaymentWorks Responsibilities	Poudre School District Responsibilities
Mapping	Map and document PaymentWorks data elements to ERP and implementing data-flows	Map PaymentWorks data elements to ERP and implementing dataflows
Testing	Assist with testing	Complete testing
Production	Coordinate with IT team for migration from sandbox to production	Coordinate and complete migration from sandbox to production Provide final Invoice and Supplier file
Live	Continued support from the Customer Success Team.	Integration Live

4. Resources

PaymentWorks

Title	Role	Duration / Phase
VP of Customer Experience *Ashley Watson*	Oversee customer success team	Throughout entire customer lifecycle
Manager of Customer Success *Mandi Baron*	Oversee customer success managers and resource planning	Throughout entire customer lifecycle

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Customer Success Manager *Madelyn Darnell* *Sydney Mason*	Oversee and coordinate communication Oversee project tasks and project plan	Onboard New Clients Coordinate Training Build and maintain client relationship through regular communication and business reviews Analyze Client Needs and provide best practices Serve as Client Advocate
Trainer *Ashley Silvera*	Provide project team training	Sandbox delivery and training
Director of Solution Services *Tad Staley*	Oversee Solution Services	Integration Partnerships
Senior Technical Manager *Janet Green*	Oversee project tasks and project plan	For Optional Services and Payments projects
Technical Operations *Andy Feiner* *Jared Koester* *Rian McCarthy*	SSO, supplier, PIF and invoice file and platform configuration Provide functional documentation	Initial and Production setup, SSO
Director of Payer Support *Marran Linsky*	Oversee support team	Post Go Live
Manager of Fraud Operations *Lana Malizia*	Oversee Fraud Operations	Post Go Live

Customer

Title	Role	Duration / Phase
Project Manager	Oversee communication and scheduling with team	Throughout entire project
Trainer	Provide end user training	User Acceptance Testing and training
Business Process Owner	Oversight of new process and compliance	Throughout entire project
AP/Treasury	Coordination with bank	Throughout entire project

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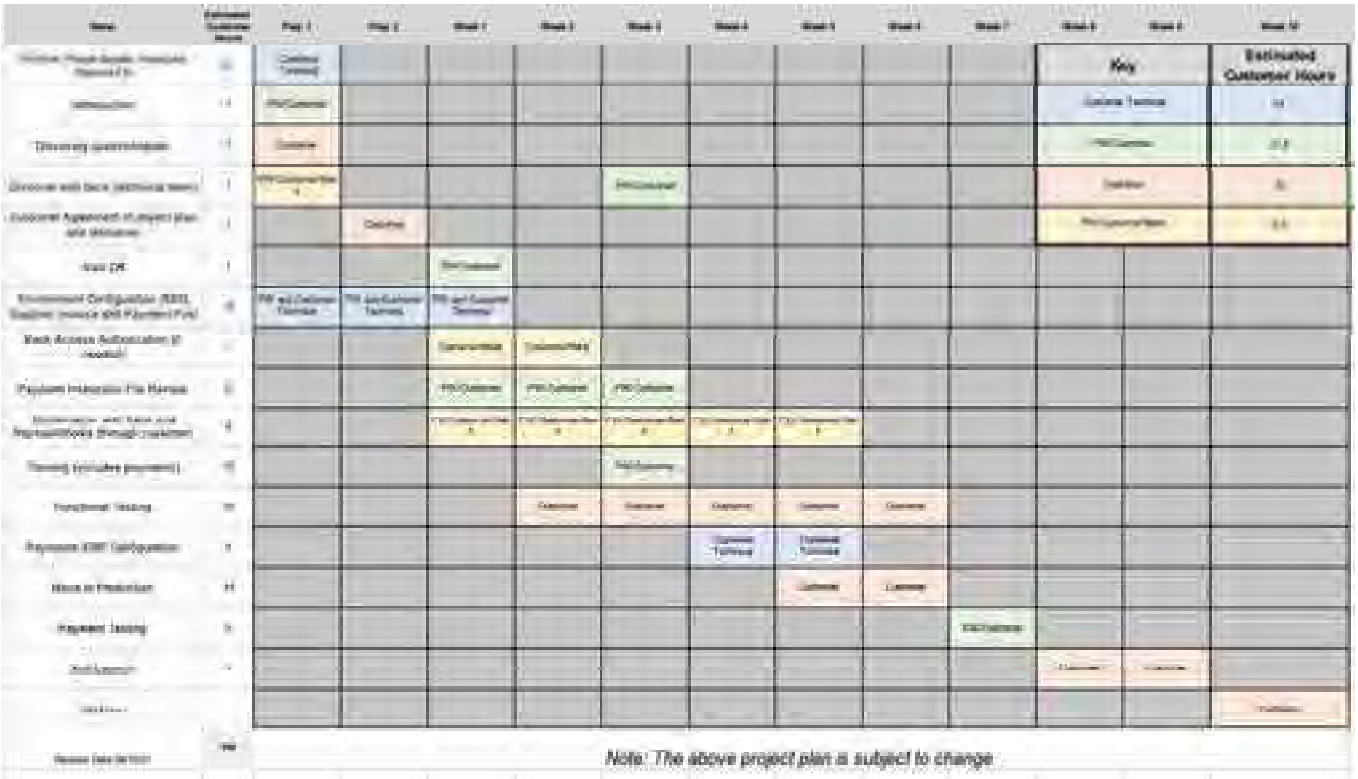
	Test product in preparation for use after go live	
Vendoring personnel	Test product in preparation for use after go live	User Acceptance Testing and training
Network/IT	Enable SSO, access to SFTP (if needed) Provide supplier, invoice and PIF file	Initial setup, Production
ERP specialist (**integration only**)	Support integration with access to, and configuration of, ERP	Development and Production

5. Standard Project Timeline Template



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6. Project Management

Assumptions

- Both PaymentWorks and Poudre School District will provide resources sufficient to meet committed timeline and deliverables.
- The Poudre School District project manager will work with the PaymentWorks Customer Success Team to identify priorities, assign tasks to ensure adherence to the committed schedule.
- The PaymentWorks Enablement team will lead regular checkpoint meetings and oversee overall progress toward the agreed upon timeline.
- Requested changes will be submitted through a change request form and reviewed post go live.

Change management process (Post Go Live)

- Post go live, any change requests submitted by Poudre School District will be reviewed, following this change management process.
- As part of the change management process, PaymentWorks team will analyze the impact and propose remediation scenarios.
- Any changes will be reflected and documented in the functional specification document.

7. Platform Functional Description

Capability	Services Description
Payments Fraud Indemnification	PaymentWorks protects customers from business payments fraud. This will be provided through a Warranty in the Master Services Agreement and associated Indemnification in the event that fraud losses are incurred. PaymentWorks will act as the "system of record" for payment credentials and will send a token to Poudre School District ERP system in place of the bank account details. In order to provide protection, PaymentWorks requires the facilitation of the payment instruction details (which will include the token) to Poudre School District Treasury Bank(s) on Poudre School District behalf.
Robust Payee Registrations and KYB (Know Your Business) Management	PaymentWorks enables payee Self-Service to create and manage their own accounts and profiles in an encrypted, credential environment. All sensitive data will be handled by the payee. Payee updates are followed by routine KYB functionality embedded in the PaymentWorks identity verification process. PaymentWorks auto generates electronic W9s based on validated information, collects W8/W8BEN and stores additional required documents, and meets IRS requirement 1099 information collection.

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Easy ERP Interface & Complex Account Structures	If a Tax ID already exists in Poudre School District ERP, customers will have "routing options" for the existing payee, i.e. update an existing record with a new remittance address. PaymentWorks will work with Poudre School District to understand the data elements associated with their vendor master - ultimately leading to a mapping document that will serve as a blueprint for the integration. Integration entails the development of a bidirectional feed between PaymentWorks and Poudre School District system(s), specifically for data associated with new vendor registrations, vendor updates, and ACH Payee Account updates.
Automated Payee Identity Validations and Sanction Monitoring	Tax Identification Number: PaymentWorks checks against the IRS database to make sure that the legal name submitted by a payee matches with their submitted TIN, EIN, or SSN. Sanction List/Debarment Status: PaymentWorks leverages third-party lookups to monitor hundreds of sanction and debarment lists, including OFAC, SAM.gov. If the vendor is on any of the lists, the report will identify which specific lists the vendor is on along with the reason for their inclusion. This service is initiated during the onboarding process and is continuously monitored throughout the payee relationship. Poudre School District will be notified of a change in status for any of the lists that are checked. Remittance/Corporate Addresses: PaymentWorks validates addresses by performing a real-time verification check of US addresses against the US Postal Service database. When a vendor submits their new vendor registration form or makes an update to their address on their PaymentWorks profile, a real-time address validation occurs. Bank Account Details: PaymentWorks checks the vendor's submitted bank account number, routing number, and the name on the account against third-party databases to determine if the payee's submitted information is accurate, associated with the same account, and in good standing. If there is any questionable information reported on the account, a phone call with the vendor is initiated in order to confirm the account details. Diversity: PaymentWorks enables Poudre School District to require their registering vendors to submit and maintain diversity certification information. Certifications and diversity types can be customized to comply with the customer's supplier diversity standards. Insurance: PaymentWorks enables Poudre School District to require their registering vendors to submit and maintain relevant insurance certificates, including the capability to inform vendors when their uploaded certificates are about to expire and need to be re-uploaded. Conflict of Interest Collection: PaymentWorks works with Poudre School District to

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	understand their current conflict of interest policies and incorporate them into a custom vendor registration form. This information will be stored and can be viewed for each vendor on the PaymentWorks platform.

Internal Workflows, Approvals, and Business Controls	PaymentWorks provides a robust, multi-step approval workflow that can be applied for a) payee invitations, b) registrations, and/or c) profile updates. Approvals are triggered and routed to appropriate approvers based on Poudre School District business practices. For example, Poudre School District can route registrations by foreign vendors for approval by the tax office. With multi-step approvals, approvals can be required by one or more roles prior to routing the item for the next level or final approval.
The Network	There is no other solution built with a network of connected suppliers to various business entities. Other P2P vendors work with Companies & their suppliers in a closed environment (One-to-One vs. One-to-Many). This is an integral component to prevent fraud. The more the network grows, and the more validations against the appropriate identity elements, the more trust Payers will have in their B2B relationships.
Receive & Send Messages	PaymentWorks provides the ability to message within the platform for specific requirements based on Poudre School District business process. This includes individual supplier communication and news updates for broadcast notification to all connected suppliers. There is a clear audit trail of this Payer/Payee communication.
Report/Export (Data Extraction) of Payee Records	Data can be extracted manually (ad hoc) or programmatically, as needed. The source data can be filtered on several dimensions ensuring that only the desired records are exported. The records are exported as CSV files, which can be loaded natively in Excel.
Reimbursements	For payments not requiring the submission of tax information for reporting purposes such as reimbursements/ refunds. The reimbursement feature can collect information in a streamlined request for basic information to enable processing of payments and entry into Poudre School District financial system.

8. Technical Requirements

SSO Integration

SSO integration allows Poudre School District to quickly onboard thousands of their users while managing those users from their own Identity Provider (IdP) as usual. This way, when users join or leave your staff, their access will be determined based on their employment status.

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PaymentWorks will coordinate with your technical team to configure the SSO integration to work with your IdP. We will need to coordinate with your SSO SME the exact attributes and formatting of attribute-values in the authentication-exchange protocol.

A detailed specification is available with all requirements, but here are some high-level points to assist IT in assessing the effort to implement SSO:

- Protocols supported - SAML (SAML2)
- Known supported IdPs - Shibboleth, InCommon, Akamai, Windows/Microsoft/ADFS
- Unique Identifier - Provide an attribute with a value that is unique to each user and will not be reused. This is commonly an email address or an employee ID.

****Estimated customer hours: 3 - 6 hours****

ERP to PaymentWorks Data Flows

Three data flows are required from your ERP to PaymentWorks to fully enable PaymentWorks features including recognizing pre-existing vendors in your ERP, and fraud-protection of payments. For two of these flows, we will request two processes: an initial bulk upload to prime the system, and a regular (ideally daily) incremental update.

The three data-flows are:

1. **Supplier File** - Tells PaymentWorks of the existence and vendor-ids of all suppliers already in your ERP, allowing them to be flagged and handled differently from new vendors in the vendor-desk interface. (initial and incremental)

2. **Invoice File** - Allows vendors to self-service check on invoice status and provides critical historical payment data to inform our payment risk assessment algorithms. (initial and incremental)

3. **Payment Instruction File** - Carries ACH payment instructions and is likely already being generated and sent to your bank to make payments. PaymentWorks requires access to this file to evaluate payments for risk in real time. (incremental only)

Supplier File

PaymentWorks requires complete knowledge of your ERP's suppliers (active **and** inactive). By allowing the PaymentWorks application to know which suppliers are already in your ERP, the registration approval process can automatically flag and differentiate new suppliers from existing suppliers so your staff can properly "route" the submitted information into your ERP.

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Suppliers are expected as an initial upload, then as incremental uploads moving forward:

> *Initial:* At the start of the project, this list of suppliers is provided in an "initial supplier file". PaymentWorks requires that you provide a complete list of your ERP's suppliers (active **and** inactive).
> *Incremental:* After launch, we require daily incremental supplier files that provide new suppliers entered into your ERP and updates to existing supplier records.

Customers typically work with their organization's ERP database managers to collect the supplier file.

A detailed specification is available, but here are some high-level points to assist IT in assessing the effort to implement a supplier file data flow:

- The format of the supplier file is CSV with a header row, one row per supplier
- The content / columns of the supplier file include easily available vendor data including:
    - ERP's vendor id
    - Vendor name
    - TIN (tax id number)
    - Site code (to distinguish multiple vendors with the same TIN)
    - PaymentWorks request id (for incremental updates only)
    - Bank Information

> Files are delivered through the secure PaymentWorks user interface. Authorized users with access to the supplier file simply upload into the PaymentWorks user interface.

****Estimated customer hours: 8 - 12 hours****

Invoice File

PaymentWorks requires invoices in order to inform our fraud detection algorithms of past patterns of payment to your vendors. Without daily invoices we cannot anticipate upcoming payments, which would result in a higher "payment rejection rate" (meaning there are more payments that we cannot indemnify in real time, and may require later resubmission). In addition, when you provide invoices we can enable your vendors to self-service check their invoice status - saving time for your vendor team fielding phone calls.

Invoices are expected as an initial upload, then as incremental uploads moving forward:

> *Initial:* Prior to soft-launch, PaymentWorks requires a 12-month lookback list of your ERP's (or other invoice system's) invoices.
> *Incremental:* After launch, we require daily incremental invoice files that provide new invoices and refresh existing invoice statuses.

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Customers typically work with their organization's ERP or invoice system database managers to collect the invoice file.

- The format of the supplier file is CSV with a header row, one row per line-item
- The content / columns of the supplier file include easily available vendor data including:
    - ERP's vendor id
    - Site code (to distinguish multiple vendors with the same TIN)
    - Invoice id
    - Invoice amount
    - Invoice date
    - Purchase order id
    - Payment id
    - Payment amount
    - Payment date

Files are delivered through the secure PaymentWorks user interface. Authorized users with access to the invoice file simply upload into the PaymentWorks user interface. A detailed specification is available upon request from your sales representative.

****Estimated customer hours: 12 - 15 hours for initial project file. Preferred nightly invoice update file hours: 2 - 4 hours****

Payment Instruction File (PIF)

To take advantage of PaymentWorks fraud protection, the PaymentWorks platform must examine payments as they are made. Therefore, the integration requires that Payment Instruction files (PIFs) -- that your ERP is likely to already generate and send to your bank -- be sent to PaymentWorks instead. PaymentWorks will accept the same file format that your bank accepts, and will forward all safe transactions on to your bank on your behalf.

Files are delivered through the secure PaymentWorks user interface. Authorized users with access to the PIF file simply upload into the PaymentWorks user interface. If a customer decides to not use the user interface to upload PIF, SFTP or API will need to be configured. ****Estimated customer hours for SFTP: 2 - 4 hours****

Customers typically work with their organization's AP department to coordinate access to the PIF file for ACH payments.

Note that since PaymentWorks commits to supporting whatever PIF file format your ERP generates for ACH files, there is no need to negotiate a file format (though PaymentWorks has found that most ERPs prefer to generate a standard NACHA file format).

****Estimated customer hours: 2 - 4 hours****

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9. Post Implementation

Support / Maintenance

Below are the outlined responsibilities post-implementation.

PaymentWorks Responsibilities	Poudre School District Responsibilities
Provides application support or specific aspects of the registration process	Provide support for payer and payee questions specific to customer processes. i.e. billing, payments, payment schedules

Customer Success

Below are the outlined responsibilities post-implementation.

PaymentWorks Responsibilities	Poudre School District Responsibilities
Provide product enhancement and change requests process	Provide feedback through appropriate channels
Provide avenues for escalation	Provide staff that are authorized to escalate
Communicate all product announcements	Provide communication preference for product enhancements
Meets with Poudre School District on a quarterly basis to review platform usage	Participate and provide feedback on platform satisfaction

Platform Security Controls

PaymentWorks Controls	Poudre School District Responsibilities
Maintain SOC 1, Type II controls and provide customer with report, upon request	Maintain appropriate business controls outlined during implementation
Annual penetration testing	Minimize or eliminate manual payee master changes in the ERP
Define, implement, and ensure adherence to business controls	Implement and maintain Single Sign On
Monitor user IP activity	

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Employee background checks	
Encrypt sensitive data	

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Exhibit D

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EXHIBIT D

Terms Applicable to Data Validation Services

PaymentWorks agrees to provide you (the "Company") with certain published and publicly available information (collectively, "Information") to assist the Company in assessing and managing risk with respect to Regulatory Compliance Obligations ("Authorized Uses")(collectively, the "Services").

Company Requirements. Company is an entity subject to legal and regulatory compliance obligations with respect to money laundering, fraud, corruption, terrorism, organized crime, regulatory, and suspicious activity reporting, sanctions, embargoes, and other regulatory risks and associated obligations ("Regulatory Compliance Obligations") that agrees to be bound by these terms.

Company Information. As used in this Agreement, "Company Information" means information that identifies an individual or entity as Company's existing or prospective customer that is submitted to PaymentWorks in connection with the Services.

Use of the Services and Information. Subject to the Data Legislation, Company is authorized to access and use the Information solely for Authorized Uses and for no other purpose. Notwithstanding the foregoing, Company agrees that it will not republish or otherwise disclose the Information except as required by law or regulation, to respond to valid legal process, or otherwise comply with Company's Regulatory Compliance Obligations. Without limiting the generality of the foregoing, Company shall only attribute Information provided to the original source cited and not to any of PaymentWorks' other third party providers. Moreover, any alerts or other reports provided to Company shall not be provided to anyone other than Company and Company shall not share such reports with any of its customers, clients, consultants, suppliers, or anyone else outside of Company. Furthermore, any articles or other data obtained through the use of the Services shall not be provided to anyone other than Company without authorization from PaymentWorks' third party providers and Company shall not share any such articles or other data with any of its customers, clients, consultants, suppliers, or anyone else outside of Company. PaymentWorks shall have no responsibility for managing, monitoring, and/or overseeing the use of the Services by Company or its users. Company is solely responsible for obtaining, at its own cost and expense, any requisite software, equipment, and telecommunications service(s) as may be necessary to access and use the Services.

Expressly Prohibited Use. Company and its users, no matter where any of them are located, shall be expressly prohibited from using the Services or the Information:

(i) to establish a consumer's eligibility for credit, insurance, employment, government benefits or licenses or any other transaction initiated by a consumer;
(ii) to collect on an account; or
(iii) to determine whether a consumer continues to meet the terms of an account.

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Company and its users agree that they shall:

(i) use the Services or the Information for impact outside of the United States;
(ii) use the Services or the Information outside the United States; and
(iii) in the event that they use the Services or the Information within the United States or for impact within the United States, agree to act outside of the scope of the Fair Credit Reporting Act of the United States of America, 15 U.S.C. §1681, et seq. ("FCRA"), and, in particular, be bound by the FCRA requirements set forth in Schedule 1.

Furthermore, Company shall be expressly prohibited from sharing the Services or the Information with any of its customers, clients, consultants, suppliers, or anyone else outside of Company.

Data Legislation. For purposes of this Agreement:

(i) "Data Legislation" means any laws in relation to data protection or privacy in any jurisdiction where Data Subjects are resident and/or any data protection principles or equivalent set out in that legislation;

(ii) "Data Subject" means an individual who is the subject of an inquiry.

Company's Representations, Warranties, and Covenants. Company hereby represents, warrants, and covenants to PaymentWorks as follows:

(i) that it has all rights and authorizations to provide the Company Information for use in accordance with the terms herein;
(ii) that the provision and processing of Company Information to PaymentWorks complies with applicable laws, rules, and regulations, including, without limitation, the Data Legislation and any applicable data protection laws and regulations;
(iii) if Company receives any complaint, notice, or communication which relates directly or indirectly to the Services, any data provided under the Services, or to either party's legal compliance including but not limited to the Data Legislation, or the parties' privacy policies, it shall immediately notify PaymentWorks and it shall provide PaymentWorks with full cooperation and assistance in relation to any complaint, notice, or communication;
(iv) it shall provide PaymentWorks with full cooperation and assistance in relation to any request made by any individual (including but not limited to a Data

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Subject) to PaymentWorks to have access to, correct, destroy, or otherwise process that person's personal data;

(v) it will process any personal data in compliance with all applicable laws, enactments, regulations, orders, standards, and other similar instruments (including but not limited to the Data Legislation);

(vi) it will take appropriate technical and organizational measures against the unauthorized or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure compliance with the Data Legislation;

(vii) Company shall ensure that any of Company's users, employees, contractors, and agents who have access to Confidential Information or who access the Services have undertaken regular training in the Data Legislation (and any changes to the Data Legislation whilst the Services are provided);

(viii) all users, employees, contractors, or agents or other persons with access to the Services are aware of Company's duties and their personal duties and obligations under the Data Legislation and this Agreement;

(ix) Company shall take reasonable steps to ensure the reliability of any of Company's users, employees, contractors, and agents who have access to the Services or the Confidential Information;

(x) Company shall notify PaymentWorks as soon as possible and in any event within 24 hours if it receives a request from any individual (including but not limited to a Data Subject) for access to that person's personal data or the attempted exercise of any similar request including but not limited to any right to be forgotten and shall ensure that PaymentWorks is notified of the request before Company responds to or deals in any way with that request;

(xi) it shall only use the Information as set forth in this Agreement.

(xii) it will upon request certify in writing to PaymentWorks that it has during the term of this Agreement remained in compliance with the obligations set forth herein.

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Schedule 1
FCRA RESTRICTIONS

1. Notwithstanding anything to the contrary in this Agreement, Company specifically agrees not to use information from the Services in whole or in part for any "permissible purpose" specified in 15 U.S.C. § 1681b, including, without limitation:

(i) to establish a consumer's eligibility for credit, insurance, employment, government benefits or licenses, or any other transaction initiated by the consumer;
(ii) to collect an account; or
(iii) to determine whether a consumer continues to meet the terms of an account.

Company agrees to certify annually that it remains in compliance with the obligations set forth in this Schedule 1.

2. Notwithstanding Paragraph 1, Company may use information from the Services in connection with an investigation of its employees as described in 15 U.S.C. § 1681a(y). A permitted employee investigation is an investigation of suspected misconduct relating to employment, or of compliance with Federal, State, or local laws and regulations, the rules of a self-regulatory organization, or any preexisting written policies of the employer. Company shall ensure that:

(i) the Information is not used for the purpose of investigating a consumer's credit worthiness, credit standing, or credit capacity; and
(ii) the information is not provided to any person except:

    (a) to the employer or an agent of the employer;
    (b) to any Federal or State officer, agency, or department, or any officer, agency, or department of a unit of general local government;
    (c) to any self-regulatory organization with regulatory authority over the activities of the employer or employee;
    (d) as otherwise required by law; or
    (e) to government agencies under 15 U.S.C. § 1681f.