



# Innive Inc – Response to RFP #1907001

US Educational Technology Purchasing Alliance  
Information Technology Equipment & Services

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## PREPARED FOR

US Educational Technology  
Purchasing Alliance  
Senior Contract Administrator

## ISSUED & SUBMITTED

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August 7, 2019

Landon Scism, Executive Director  
US Educational Technology Purchasing Alliance  
3100 Dick Pond Rd, Ste E.  
Myrtle Beach, SC 29588

Mr. Scism,

Innive Inc. (Innive) is pleased to offer our response to US Educational Technology Purchasing Alliance's (USETPA) request for proposals (RFP 1907001). As you will see in the following pages, Innive's end-to-end data analytics solution, K12 360°, meets or exceeds all requirements and specifications outlined in RFP 1907001 Category 24.

**Category 24 (Twenty-Four): K-1 Analytics Solution**

*Comprehensive data analytics solution for school districts including student performance, whole child, school performance, district performance, HR, finance, facilities and district operations*

- *Role-based dashboards effectively tailored to provide deep insights in a visually effective manner.*
- *Integrate data from multiple sources to create cross functional and holistic analytics*
- *Enriched insights with predictive and geospatial capabilities*
- *Data Stories delivered effectively with modern visualizations that are intuitive and designed explicitly.*
- *Powerful filtering capabilities, including ability to filter based on ranges of metric values and by metric bands.*
- *Multi-dimensional analysis by various school, student and metric attributes, including ethnicity, gender, socioeconomic group, special education, homeless, English learner, gifted, foster, and other indicators as requested*
- *Drill down to school, student group and student levels to provide appropriate detailed information.*
- *Personalized pages with user level customization and preferences.*
- *Fully responsive design and built, with full support for mobile and tablet versions.*
- *Ability to be hosted in the cloud, on premises, or hybrid*

Innive has expertise in business intelligence and data analytics, including five years of experience deploying K-12 Analytics at medium to large K-12 school districts across the nation. We developed our K12 360° solution in partnership with school districts to specifically meet the needs of educators.

We are uniquely positioned to offer our state of the art K-12 analytics solution to USETPA members. Throughout our response, we fully detail our solution and our company's qualifications. We look forward to offering our solution to USETPA members to help them reach their desired outcomes in service of their students, educators, families, and employees.

Ram Subramanian  
Chief Operating Officer  
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## EXECUTIVE SUMMARY

### About Innive Inc.

Innive Inc. (Innive) is a leading analytics company, specializing in high end business intelligence, predictive modeling and machine learning, with a spectrum of solutions and services, serving leading customers in education, transportation, and other sectors. We adopt a unique, proactive approach to analytics using data storytelling that makes data easy to understand and actionable. The K12 360° team at Innive Inc. is a group of passionate educators, technologists, and data scientists dedicated to helping school districts harness the power of data to help their students and staff thrive.

Innive has completed technology projects and provided business analytics solutions and services for some of the largest K-12 school districts in the nation, including, but not limited to, the Los Angeles Unified School District, Prince George's County Public Schools, and Clay County District Schools. Our experience working with large districts affords us insight into a majority of the applications deployed at educational institutions. We have an extensive understanding of how all the systems within a school district operate together and not just individually. This is critical for successful implementation of analytics solutions at school districts that need to pull in data from several systems to enable information-rich insights.

We understand all aspects of K-12 analytics – data, business rules, business purposes, data definitions, roles involved, information required for each role, metrics and key performance indicators, cross-functional integration, cross-functional correlations, operational and longitudinal views, predictive modeling, machine learning and deep learning. We are skilled at using the right kinds of visualizations and analysis to paint effective and easy-to-understand stories with data.

### About Innive's proprietary solution, K12 360°

As detailed in our proposal below, Innive's proprietary solution, K12 360°, meets or exceeds every requirement listed in USETPA Category 24.

K12 360° is an end-to-end data analytics solution that integrates disparate data sources into a common data model and provides role-based dashboards with over 300 K-12 metrics and KPIs for whole child, whole school, and whole district insight. These dashboards provide relevant data and metrics for each role including executive leadership, central office staff, school administrators, principals, counselors, teachers, students, parents, and community. Each dashboard synthesizes data into easy to understand stories and visualizations and includes drilldown functionality, predictive and cognitive analytics, geospatial capabilities, and actionable insights. K12 360° integrates a wide area of subjects customized to each school district's needs, including whole child views, student performance, school performance, staff performance, retention, professional development, school and district finance, school facilities, strategic programs, and more.

K12 360° includes a comprehensive framework for integrating data from multiple sources into a common data model, prebuilt K-12 data models with standard compliance (EDFI, CEDS), prebuilt role-based dashboards and analytics, electronic student cumulative file/folder, proactive alerts and notifications, and data-driven intervention recommendations. The solution is mobile ready and can be hosted in the cloud, on-premises, or hybrid. The solution is also technology agnostic and integrates with any data lake/hub/warehouse, business intelligence tool, student information system, enterprise resource planning software, learning management system, etc. K12 360° is a turnkey, modular solution and the first module can be implemented within 60 days.

## VENDOR PROFILE

Provide a company profile including the organization which will directly support the USETPA. The bidder MUST submit a letter on their letterhead certifying in which states that they are authorized to operate contractually and sell within.

### Innive Inc. Firm Profile

Innive Inc. (Innive) is a registered small business corporation based in Tampa, Florida that offers innovative solutions and services dedicated to transforming educational organizations. We have extensive experience providing professional services, consulting, staff augmentation, enterprise-wide project management, training, and other services. Our solutions and services span across multiple standards and technologies for an agnostic and flexible approach.

Innive possesses skills and experience with large educational systems and widely used technologies to develop and deliver solutions and services that radically improve operational and educational outcomes. Education is a dedicated division within Innive Inc., and K-12 sector within Education is one of the core



*Innive Portfolio*

focus areas of Innive, where the company has been spending substantial efforts and resources to continuously improve the scope and capabilities of the solution.

Innive is a leading education solution provider specializing in providing Business Intelligence, Predictive Modeling, Artificial Intelligence, Budgeting and Forecasting solutions for a wide range of large, medium, and small school districts and consortiums. Innive is a certified Oracle platinum partner and a recognized expert in Oracle Business Intelligence, Data warehousing, Hyperion planning and budgeting, Exalytics, Exadata, E-Business Suite, and Human Capital Management Systems. Innive also specializes in other technologies, including Microsoft, Google, and AWS. Innive’s strength lies within our ability to provide service and solutions across many platforms including Oracle and others, located on-premises, hybrid-cloud, or cloud. Innive solutions are also available on modern technologies including React JS, Elastic Search, Streamsets, Druid, Kafka, Google Big Query and Apache Ignite.



**ERP**

- Financials
- Treasury
- Property Mgmt.
- Supply Chain
- Advanced Procurement
- Discrete MFG
- Process MFG
- Warehouse Mgmt.
- Projects
- EAM



**HRMS**

- Human Resources
- Self Service
- Leave Mgmt.
- Payroll
- Talent Mgmt.
- Learning Mgmt.
- Adv. Benefits
- CWB
- Workforce Mgmt.




**Customer Experience (CxM)**

- Oracle CRM
- Siebel CRM
- Fusion Sales
- Eloqua (Marketing)
- RightNow (Service)
- Social Relationship
- Customer Hub



**SaaS Solutions**

- Fusion ERP
- Fusion Projects
- Fusion Supply Chain
- Fusion HCM
- Fusion Payroll
- Fusion Talent Mgmt.
- Taleo Recruit and Transitions
- Taleo Learn
- Planning and Budgeting
- OTBI
- File-based Loaders



**EPM and BI**

- Planning and Budgeting
- Financial Mgmt.
- Financial Consolidation
- OBIEE Dashboard Reporting
- BI Analytics



**InfraTech**

- Fusion Middleware
- Mobile Workstations
- Infrastructure on Cloud
- Virtualization and Consolidation
- High Availability
- RAC and Dataguard
- DR Site Planning and Setup

*Innive Competencies*

Please see Attachment A for a letter on our letterhead certifying that we own our solution and can sell our solution and services within all states and U.S. territories in which USETPA has members.

**REFERENCES**

*Provide a list of the three most recent, comparable contracts, if any, which you have performed, and include references for each. The Bidder should provide/demonstrate a record of past performance indicating its*

*ability to fulfill this contract. Each Bidder will include company name, point of contact/individual's name, individual's title and phone number for each reference provided and year and type of service provided. Include a list of failed projects, suspensions, debarments, and significant litigations, if any. In addition provide additional information as requested.*

Innive has completed technology projects and provided solutions and services for some of the largest K-12 school districts in the nation. Below you will find specific engagements and details along with contact information for each.

### Los Angeles Unified School District (LAUSD), California

Student Enrollment Size: 600,000+

Reference: Soheil Katal, Interim Chief Information Officer, soheil.katal@lausd.net, (213) 241-4906

#### **LAUSD - Enterprise Reporting and Performance Management Portal**

Innive has collaborated with LAUSD staff to implement a comprehensive Enterprise-wide Oracle technology-based ERPM portal. The portal combines very powerful business analytics with a wide range of content including articles, images, video and integration with social media. The portal supports desktop and mobile form factor devices. The portal is based on the very latest contemporary web design concepts and is fully compliant with LAUSD corporate branding requirements. The portal provides role-based security and individual user personalization capabilities. The portal includes very rich interactive analytics visualizations, including fully integrated GIS. The initial implementation is focused on Executive staff, Administrators, and Teachers. The portal is being extended to support public access later in 2017, with extensive search and personalization capabilities. Ultimately the highly secure portal will support many thousands of concurrent website visitors.

#### **LAUSD - Analytics Strategy and Program Management**

Innive assisted the Los Angeles Unified School District (LAUSD) in developing and implementing a comprehensive strategy and roadmap for analytics at LAUSD. The goals were to 1) provide self-service analytics to schools and other users so they can create their own reports, 2) enable advanced data discovery capabilities for data analysts in Local Districts and the central office., and 3) design and build performance-based dashboards to track key performance indicators (KPIs) for strategic plan goals and the metrics defined in the LCAP.

*Timeframe: Started in June 2015, Ongoing Effort*

*Location: Los Angeles Unified School District (600,000 + Students)*

#### **LAUSD - Longitudinal Data Architecture including HR**

We have built an initial version of LAUSD a longitudinal analytics datastore to integrate data from their Enterprise Data Warehouse (MyData EDW), their operational student reporting system (MiSiS Ad Hoc), and their operational data store (IODS). We are enriching the solution, integrating data from 80 plus diverse sources, including full HR, Finance and Procurement information from SAP. When implemented, the architecture will provide many new capabilities so that users have one central place to go to access information related to school performance, instruction, HR, finance, and operations. The architecture addresses issues in handling large volumes of student data resulting from maintaining over 15 years of historical student data, adding over 3 million incremental attendance records daily, and integrating IEP data from one system with student data in another system. The architecture also addresses integrating financial and HR data from the District's ERP system with operational data from other systems such as transportation and food services. In addition to what was mentioned above, the architecture addresses

security and data governance.

*Timeframe: August 2017 – June 2018 (phase I) , Nov 2018 to date (phase II)*

*Location: Los Angeles Unified School District (600,000 + Students)*

### **LAUSD - Poverty, Crime, and Health Geospatial Data**

Innive has significant experience with geospatial analytics and in particular ESRI. We have assisted many customers, both in the USA and worldwide to integrate ESRI maps with OBIEE analytic data. LAUSD uses ESRI to maintain maps of attendance boundaries and school sites. We assist LAUSD in using geospatial data to evaluate the location of schools with community demographic data. We have integrated crime information from the LA County Sherriff and LAPD, Asthma data from California Department of Health, Free and Reduced Lunch Information from the California Department of Education, and poverty and demographic data from the US Census Bureau to build social demographic dashboard which integrated this information with LAUSD school information. The integrated dashboard provided new insights in an easy to understand manner, combining the power of maps and analytics.

*Timeframe: March 2018 to Oct 2018*

*Location: Los Angeles Unified School District (600,000 + Students)*

### **LAUSD - Enhanced User Experience (UX) for Enterprise Dashboards (Ongoing)**

LAUSD has been using Oracle's OBIEE products for a long time. Many of the dashboards were designed many years ago. We are assisting LAUSD to redesign the dashboards using our K12 360° product providing a modern look and feel that will enable school, local district, and central office staff with a single place to go to access analytic data regardless of their role. We are building a new set of dashboards with Innive's user interface framework, independent of OBIEE, to take the user experience to the next level.

*Timeframe: Started in December 2016, Ongoing Effort*

*Location: Los Angeles Unified School District (600,000 + Students)*

### **LAUSD - Superintendent Dashboard**

LAUSD wanted to develop a strategic dashboard to help the school superintendent and the local superintendents to get a comprehensive view of the performance of the district, the school and students against strategic goals and initiatives of the state as well as the district. The specification was to have a one-page layout of the dashboard, with the ability to analyze and get to details in three clicks or less. We used the K12 360° framework and visualization to deliver a tablet friendly dashboard that tracks the key goals and their relevant KPIs, with analytical views by key dimensions including special student groups, board, revenue and local districts, student ethnicity, grades and gender. We also enabled quick drill down to school rankings, highlighting top achievers and losers, top accelerators and decliners.

*Timeframe: December 2016 to July 2017*

*Location: Los Angeles Unified School District (Superintendent and key executives)*

### **LAUSD - Services, Program and Resource Catalog**

Innive has been driving the effort to build a comprehensive catalog of all available resources, programs, services and support from all sources, including those licensed by specific schools or local districts, those licensed by LAUSD, those supported by specific grants or donation, and those available from city, county and state agencies, community organizations, non-profit entities etc. This major effort was kicked off in Nov 2018 and the first release in March 2019. It is a major step from the District, fully supported with

concepts, details and designs by Innive team, to drive the concept of Whole Student and Whole School. The solution includes a comprehensive set of custom forms, processes, workflow and approval mechanisms to allow business teams, community organizations and service providers to provide and manage the information. We also support extensive upload and data collection capabilities and maintain versions for backward compatibility.

*Timeframe: From Nov 2018 - Current Effort*

*Location: Los Angeles Unified School District (600,000 + Students)*

#### **LAUSD - Norm Enrollment and HR Staffing**

Automated the end to end process to track enrollment daily during the norm period (five weeks since school start), apply norm rules for staffing of teachers, counselors, administrative and clerical staff, based on norm categories and school types. Using K12 360° framework, developed role-based dashboards and provided full transparency and visibility to Principals, Local District Administrators, Budget Department, HR and Operations, to monitor on daily basis the actual enrollments vs forecasted (ecast) enrollment, and normed or calculated HR positions for each category vs. forecasted position, understand areas of gains and losses in positions, and initiate suitable actions. The project was a great success, saving a significant amount of time and manual entry, eliminated human errors, created full transparency, gained the confidence of Principals and local administrators, and helped LAUSD address this critical process in a smooth and timely manner. Additional enhancements to do what if and other capabilities are being worked on to provide higher values in the future years.

*Timeframe: June 2017 to Oct 2017 (Phase I)*

*Location: Los Angeles Unified School District (700 principals, administrators, budget, HR)*

#### **LAUSD - Student Information Self-Service Reporting Environment (MiSiS Ad Hoc)**

LAUSD recently implemented a new Student Information System (MiSiS) that was based on Microsoft's .Net platform using SQL Server. The system provided functionality for tracking student attendance, enrollment, and tracking student data. However, because of the system architecture and the large volumes of data, it was difficult to aggregate data at the school, Local District, and district-wide level. Also, the ad hoc reporting capabilities in the system were limited.

We assisted LAUSD in developing a comprehensive self-service reporting environment so that schools could produce reports and get the information they needed to perform school operations. Data is extracted from the Student Information System and loaded into a data warehouse each night. LAUSD is using Oracle's In-Memory database capabilities to achieve rapid response times for school request for information. We are currently assisting LAUSD in making specific functions (Attendance) real-time using Oracle's Golden Gate product. We are also assisting the district in integrating IEP data from the Districts' special education system (Welligent).

The self-service reporting environment is now being used by thousands of school and local district office staff each day.

*Timeframe: Started in June 2015, Ongoing Effort*

*Location: Los Angeles Unified School District (600,000 + Students)*

## Prince George's County Public Schools, Maryland

Student Enrollment Size: 132,000+

Reference: Senthil Parameswaran, Director of Technology Operations, se.parameswaran@pgcps.org, (301) 952-1529

### **PGCPS - Leadership Tracking System**

Initiated based on funding from the Wallace Foundation, leadership tracking provides full visibility and tracking of performance, credentials, experience and ranking of Principals, Assistant Principals, Instruction Directors and other leaders directly involved in school administration and academic performance. We collected information from the HR system, excel sheets covering mentorship, several sources for credentials, and survey results, and organized all of this disparate data into a useful dataset. We created dashboards that can be used by district management, HR and other Principal Supervisors to gain a good understanding of the strengths and weaknesses of the leadership team and initiate programs to address areas of identified opportunities. The work was praised by the Wallace Foundation and is being effectively used by the district administration.

*Timeframe: Nov 2015 to July 2016*

*Location: Prince George's County Public Schools (Central Office, HR, Principal Supervisors, Principals)*

### **PGCPS - Val-ED Evaluation**

PGCPS uses the Vanderbilt Assessment of Leadership in Education (Val-ED) system to measure the effectiveness of school leaders by providing a detailed assessment of a principal's behaviors. Val-ED focuses on the skills and behaviors unique to the role and career of a principal, providing evidence that the appropriate and necessary instructional leadership behaviors are exhibited at the school. The valid and reliable results of the Val-ED survey conducted from three perspectives – Principal, Supervisor, and Staff – are designed to achieve a good understanding of the capabilities and personality of the principal. The system helps the principal and the immediate supervisor to gain a good understanding of the strengths and weaknesses of the principal, including areas of significant differences in self vs. other scores, and take steps to implement required improvement plans. We helped the school district effectively collect the survey results in a usable format, integrated the results with additional school information, and created analytical dashboards that identify common areas of weakness across the district so that they could determine training and other programs to be implemented to address those weaknesses.

*Timeframe: Feb 2016 to Nov 2016*

*Location: Prince George's County Public Schools (Principals, Principal Supervisors, Val-ED administrators and central office)*

## Clay County School District (Clay County), Florida

Student Enrollment Size: 36,000+

Reference: Jeremy Bunkley, Director of Information Services, jeremy.bunkley@myoneclay.net, (904) 336-9603

### **Clay County School District - Executive Dashboard**

Clay County has engaged Innive to develop a comprehensive set of dashboards for the executives of the school district, including the Superintendent, leveraging the "Executive Insights" module within Innive K12 360°. Starting with the delivery of the first set of dashboard pages in September 2018, Innive has provided Clay County with a roadmap to deliver several critical areas, including finance and HR. Innive

plans to use a combination of Google Solutions, Innive User Interface Framework, Elastic Search and cloud technologies to meet the deliverables.

*Timeframe: July 2018 to June 2019 (Phase I)*

*Location: Clay County School District, FL*

### **Clay County School District - Enterprise Data Warehouse**

Innive is designing a comprehensive data-warehouse solution for Clay County, integrating data from the FOCUS Student Information System, Business Plus (Power School) and other systems used by the school district. This solution will provide a longitudinal data mart, tuned for analytics, that meets both operational and analytical needs, including student and school performance, HR, Finance, Budgets, SPED, Gate and other programs. The solution is being built with Google Cloud technologies, Elastic Search, Streamsets, and the Innive framework.

*Timeframe: July 2018 to Sep 2019*

*Location: Clay County School District, FL*

### **Clay County School District – K12 360° Implementation with HR 360°**

In parallel with the data-warehouse solution implementation, Innive is engaged with Clay County to implement our K12 360° solution, including academic insights, operational insights, program insights, HR and Finance insights, to provide operational, analytical and strategic insights, tailored specifically for the various user groups at Clay. This solution is fully cloud enabled, with Innive hosting and managing the cloud application. Innive has provided the architecture for this solution using a combination of Google Storage, Google Big Query, Elastic Search, Streamset, and Innive framework.

*Timeframe: July 2018 to Dec 2019*

*Location: Clay County School District, FL*

## **PROPOSAL**

*Provide your proposal in such a way that is clear, concise, and according to the business/technical specifications and pricing requirements.*

Innive proposes its proprietary K12 360° solution to fulfill the requirements for Category 24.

### **Category 24 (Twenty-Four): K-1 Analytics Solution**

*Comprehensive data analytics solution for school districts including student performance, whole child, school performance, district performance, HR, finance, facilities and district operations*

- *Role-based dashboards effectively tailored to provide deep insights in a visually effective manner.*
- *Integrate data from multiple sources to create cross functional and holistic analytics*
- *Enriched insights with predictive and geospatial capabilities*
- *Data Stories delivered effectively with modern visualizations that are intuitive and designed explicitly.*

- *Powerful filtering capabilities, including ability to filter based on ranges of metric values and by metric bands.*
- *Multi-dimensional analysis by various school, student and metric attributes, including ethnicity, gender, socioeconomic group, special education, homeless, English learner, gifted, foster, and other indicators as requested*
- *Drill down to school, student group and student levels to provide appropriate detailed information.*
- *Personalized pages with user level customization and preferences.*
- *Fully responsive design and built, with full support for mobile and tablet versions.*
- *Ability to be hosted in the cloud, on premises, or hybrid*

In the following pages, we provide specific details about how we fulfill each of the requirements for Category 24.

*Comprehensive data analytics solution for school districts including student performance, whole child, school performance, district performance, and district finance and operations*

K12 360° is an end-to-end data analytics solution that integrates disparate data sources into a common data model and provides role-based dashboards with over 300 K-12 metrics and KPIs for whole child, whole school, and whole district insight. The dashboards provide relevant data and metrics for each role including executive leadership, central office staff, school administrators, principals, counselors, teachers, students, parents, and community. Each dashboard synthesizes data into easy to understand stories and visualizations and includes drilldown functionality, predictive and cognitive analytics, geospatial capabilities, and actionable insights. K12 360° integrates a wide area of subjects customized to each school district's needs, including whole child views, student performance, school performance, staff performance, retention, professional development, school and district finance, school facilities, strategic programs, and more.

K12 360° includes a comprehensive framework for integrating data from multiple sources into a common data model, prebuilt K-12 data models with standard compliance (EDFI, CEDS), prebuilt role-based dashboards and analytics, electronic student cumulative file/folder, proactive alerts and notifications, and data-driven intervention recommendations. The solution is mobile ready and can be hosted in the cloud, on-premises, or hybrid. The solution is also technology agnostic and integrates with any data lake/hub/warehouse, business intelligence tool, student information system, enterprise resource planning software, learning management system, etc. K12 360° is a turnkey, modular solution and the first module can be implemented within 60 days.

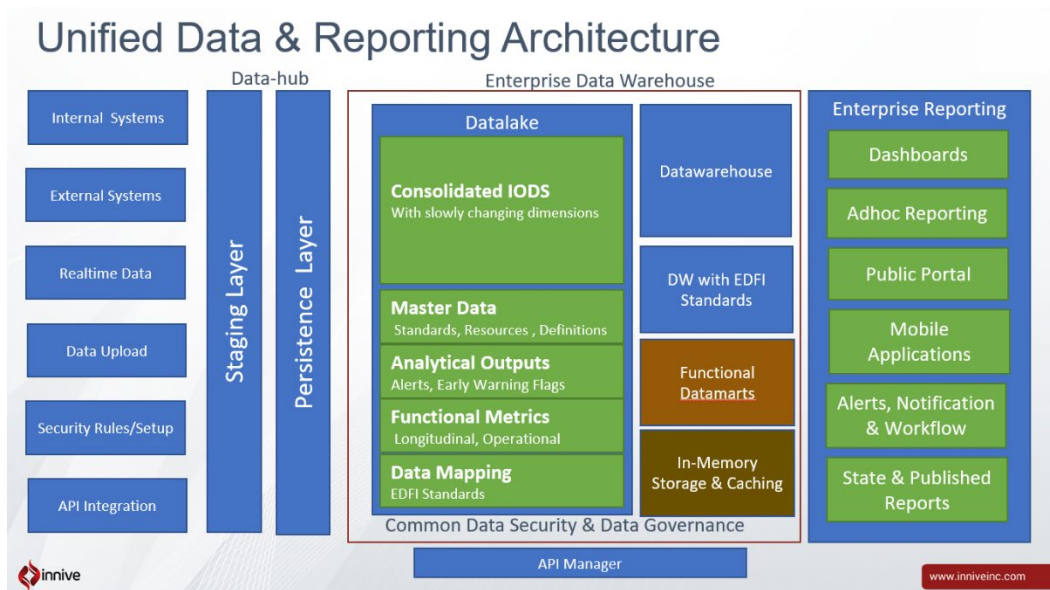
We understand all aspects of K-12 analytics – data, business rules, business purposes, data definitions, roles involved, information required for each role, metrics and key performance indicators, cross-functional integration, cross-functional correlations, operational and longitudinal views, predictive modeling, machine learning and deep learning. We are skilled at painting effective and easy-to-understand stories with the data, using the right kinds of visualizations and analysis.

*Ability to integrate data from multiple sources*

K12 360° includes a comprehensive framework for integrating data from over 80 different sources into a common data model to get an integrated data view for analytics. This includes a school district's

data lake/hub/warehouse, business intelligence tools, student information system, learning management system, enterprise resource planning system, and more, no matter what technology the district is using.

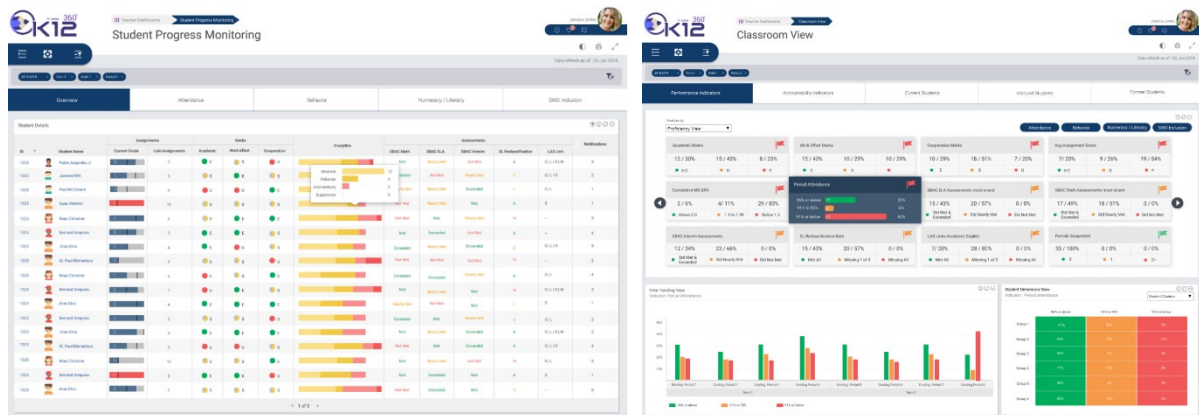
Innive’s leadership team and many technical and functional experts are directly involved in the design and build of this data framework. The team is well versed in all the needs, challenges and workarounds districts experience when integrating and maintaining the data. Our team of experts works collaboratively with our customers to establish the data integration, summarization, aggregation and governance needed to successfully implement K12 360°.



*Role-based dashboards*

Providing dashboards that are specific to each role in a school district is one of the cornerstones of K12 360°. We fully understand that each role requires data and metrics relevant for his or her purpose, and the roles extend beyond the Central Office to the School Administrators, Principals, Counselors and Teachers. Our solution includes analytics for parents and students as well. We believe that providing the right information in a timely manner with easy to use visualizations will significantly help organizations instill a data driven culture.

Below are sample screenshots of our Teacher 360° dashboards.

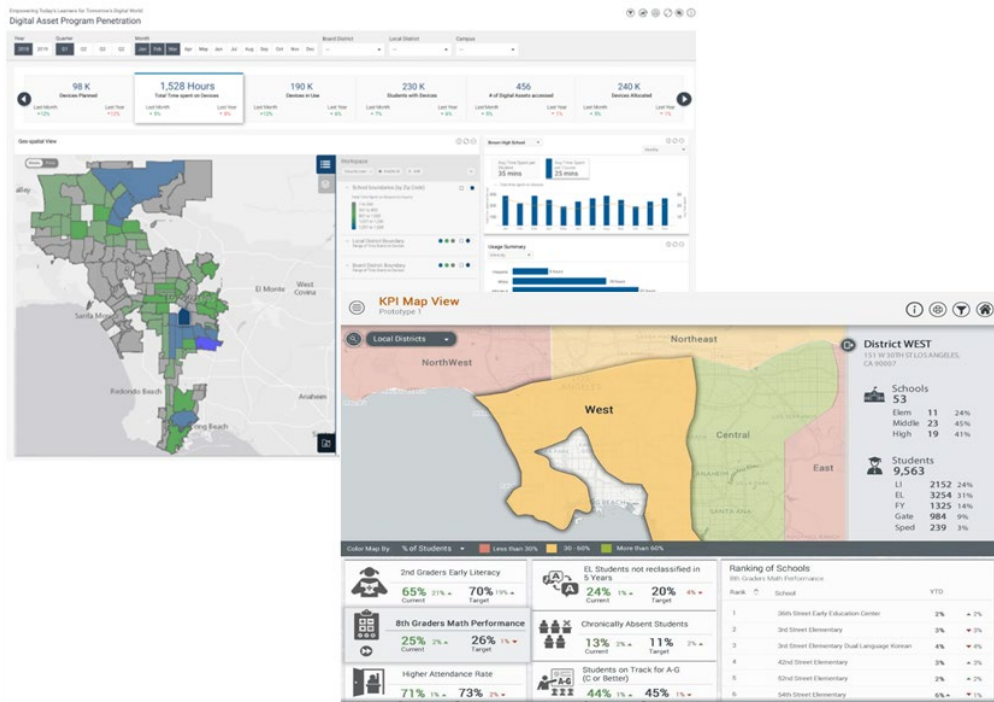


### *Predictive and geospatial capabilities*

Innive has a comprehensive framework to build predictive models, deep machine learning and artificial intelligence that are employed to address several needs in the K-12 sector, including student performance, graduation, behavior, teacher attrition, leadership attrition, sourcing and recruitment etc.

Innive has significant experience with geospatial analytics and in particular ESRI. We incorporate geospatial demographics data with school district data to provide visibility of population, crime data, and poverty in addition to educational data to identify the impacts of multiple variables on student performance. Our Geospatial Analytics incorporate Attendance Boundaries, Census Tracts and Block Groups, Zip Codes, and County geopolitical boundaries.

Below is an example of K12 360° Geospatial Visualization.



*Easy to understand visualizations and an intuitive interface*

Innive takes a unique approach to data visualization and development. We are passionate about telling compelling stories with data. Our K12 360° dashboards and reports have been painstakingly developed in partnership with education organizations. For each dashboard, we develop a storyboard to understand who is going to use it, what is the business problem to be solved, what business questions are to be answered and tailor the design, and what content and experience is needed for the user. What is important to a superintendent may not be as important to a teacher, student, or administrator. Through our storyboards, we develop the interfaces, framework, and content to be engaging, easy-to-understand, and adjustable.

We provide views that are tailored for the specific roles, combining relevance, business value and security requirements, to make sure that the dashboards are actionable. The views provide transparency to the status, details of the problem and help to identify the root cause of the problems to resolve them. Innive provides a prescriptive solution with its dashboards and brings modern, flat design concepts for optimal user experience to drive higher adoption and effective results.

Below is a sample landing page for our Executive Leadership dashboards.

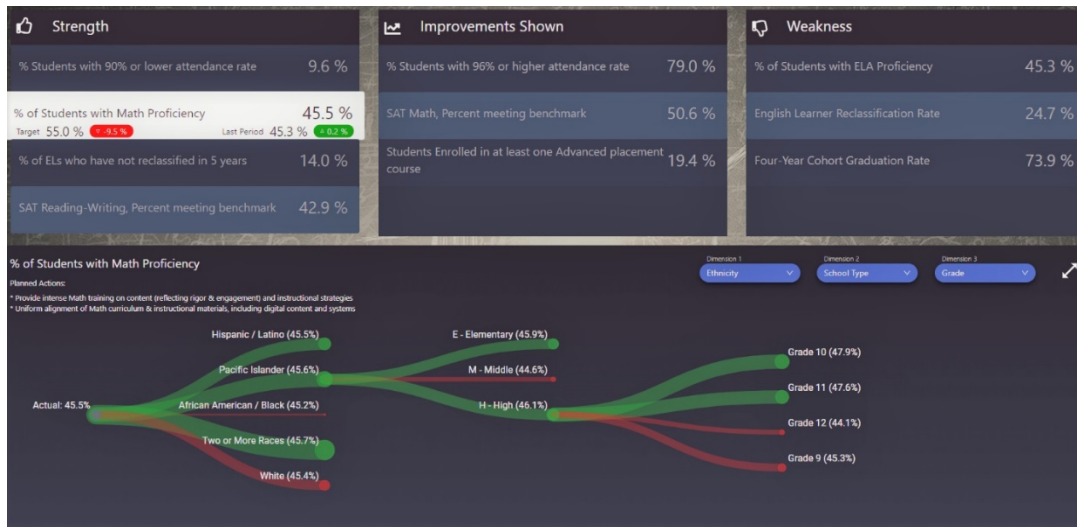


*Filtering and drilldown capabilities such as; ethnicity, gender, socioeconomic group, special education, homeless, English learner, gifted, foster, and other indicators as requested*

K12 360° provides filtering and drilldown capabilities for all subgroups listed above as well as other indicators as requested by our customers. Our dashboards provide enhanced views drilling down into the details of the data for true insights and not just general overviews.

Having the ability to drill down into the data is powerful because it provides true conclusions about student achievement and success of programs. On the surface, the data may show successful outcomes, even though there are still individuals and grades struggling. Layering the data allows users to peel back each type of metric to understand what is truly happening and uncover gaps and issues before they affect overall performance. Without this type of data layering and visibility, district decisions and conclusions may miss the mark and miss opportunities to maximize results.

Innive focuses on both transparency and analytical dashboards. Below is an example of an analytical dashboard to provide transparency around a school district's strengths, improvements, and weaknesses, with a flexible chart at the bottom that allows the user to drilldown by up to 3 dimensions to analyze and understand each of the metrics better.



*Turnkey solutions are encouraged*

K12 360° is a turnkey solution. It is build for modular implementation at each school district’s pace and the first module can be implemented within 60 days.

*Mobile ready solutions are encouraged*

K12 360° is designed with mobile devices in mind. Innive builds the solution tailored to the form factor – 4k Display, 2k Display, HD display, Standard Display, Tablet and Mobile. When users visit a school district’s K12 360° instance, the appropriate set of visualizations will automatically display based on the user’s device type.

*Ability to be hosted in the cloud, on premises, or hybrid*

Innive K12 360 is designed to be delivered in the cloud, on premises, or in hybrid models.

K12 360° is a SaaS (software as a service) cloud solution, making it easy and affordable for school district of any size, small, medium or large, to adopt and use the capabilities with minimal investment and effort. The cloud version includes all infrastructure elements, including relevant hardware, software and solution components, to provide a fully functional solution to the school district.

The on premises (on-prem) version of K12 360° has the same features and functionality of the SaaS solution, but is enabled with the school district infrastructure (hardware/software capabilities). This model allows the school district to make use of its existing infrastructure, retain the data within its firewall, but still avail of all the facilities of K12 360°.

In the hybrid model, Innive supports K12 360° with a combination of cloud as well as on-prem infrastructure. In most cases, the analytical capability is provided in the cloud, while all or part of the data is maintained on-prem.

Upon request, Innive will conduct an infrastructure analysis with a school district and work with the school district to mutually determine whether SaaS, on-prem, or a hybrid moeis the best choice to

meet the school district's needs.

## APPENDIX OR ATTACHMENT TO PROPOSAL, (optional)

*Provide additional supporting literature*

Please see Attachment B for additional supporting literature.

## ADDITIONAL REQUIREMENTS

*All submitted equipment/services must be identified as E-RATE eligible if the Vendor wishes to bid for E-Rate discounts to USETPA Subscribers. This will be identified by listing an E-Rate discount in the appropriate column(s) of the response.*

Innive does not wish to bid for E-Rate discounts at this time.

## DOCUMENTATION

*The successful Vendor (s) shall provide complete technical documentation of all products.*

Innive will provide complete technical documentation upon award.

## WARRANTY

*The successful Vendor(s) shall warrant that all new equipment is NEW, in good working order, free from defects and in conformance to specifications. All equipment must conform to the manufacturer's official published specifications. The successful Vendor(s) shall agree to repair, adjust and/or replace any defective equipment within the warranty period at the successful Vendor's sole expense.*

*Bidders may add an optional provision for certified (refer to section I, subsection 1.2) refurbished equipment to be available for procurement under this contract, providing the Subscriber agrees in writing to accept warranted refurbished equipment. All equipment must conform to the manufacturer's official published specifications. The successful Vendor(s) shall agree to repair, adjust and/or replace (as determined by the USETPA Subscriber to be in its best interest) any defective equipment within the warranty period at the successful Vendor's sole expense.*

Innive's K12 360° is a proprietary solution developed by and maintained by Innive. We warrant that the software shall be in good working order, free from defects and in conformance to specifications. K12 360° is a software as a service solution and includes a warranty for the entirety of each USETPA member's contract with Innive, governed by the Warranty Agreement to be executed with the customer. Should defects be identified, they will be reviewed and categorized for Priority and Severity and addressed accordingly. We will communicate all defect corrections and enhancements to our customers and provide a schedule for releases.

## MAINTENANCE AND SUPPORT

*Each Vendor(s) must provide a complete maintenance and support plan including emergency and non-emergency intervals, as well as periodic routine schedules. Routine maintenance and associated costs should be included. Routine maintenance shall include, but is not limited to: Error or defect correction, Updates, and Telephone Assistance.*

Innive supports our solutions – on-premises, cloud and hybrid – with a comprehensive set of support and maintenance plans, with different service level agreements (SLAs), to meet the requirements of our customers. Most solution components are upgraded every quarter, and bug fixes and critical fixes are deployed on demand. In all cases, the deployments and downtimes are published as early as possible, and our customers are provided adequate notice to address their business requirements and handle downtimes with minimal disruption. Routine maintenance and associated costs are included within the SaaS subscription cost in the cloud model. In the case of on-premises and hybrid models, customers choose the Service Level Agreement and the associated terms and conditions, and the cost of support is explicitly made known to the customer and pre-agreed with them, before the support contract is established.

## GENERAL REQUIREMENTS

*All equipment and material must be NEW and of the highest quality and reliability. Bidders may add an optional provision for certified (refer to section I, subsection 1.2) refurbished equipment to be available for procurement under this contract, providing the Subscriber(s) agree in writing to accept warrantied refurbished equipment.*

*USETPA objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response unless written approval is obtained in advance of official submission. This applies to any language appearing in or attached to the document or contract as part of the bidder's response. Do not attach any additional terms and conditions. By execution and delivery of this document, including Appendix C, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.*

Innive understands and agrees.

## INDEMNIFICATION

*In carrying out these works, the Vendor(s) will act as an independent contractor and must agree to keep the USETPA/USETPA Subscriber indemnified against any and all claims, actions or demands that may be brought, made, or arise in respect of anything done, or omitted to be done by its employees who shall be and remain at all times and for all purposes, the servants or employees of the Vendor(s).*

Innive understands and agrees.

# ATTACHMENT A



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August 7, 2019

Landon Scism, Executive Director  
US Educational Technology Purchasing Alliance  
3100 Dick Pond Rd, Ste E.  
Myrtle Beach, SC 29588

Mr. Scism,

Innive Inc. (Innive) is pleased to offer our proprietary solution, K12 360°, to USETPA members in all states and territories in which you offer membership. We are the sole owners and developers of K12 360° and the only entity currently selling this solution and associated services.

Should you have any questions, please feel free to contact me at any time.

Ram Subramanian  
Chief Operating Officer/Chief Financial Officer  
(408) 835-4383  
rams@inniveinc.com

# ATTACHMENT B



# K12 360°

## Dashboards for Whole Child Insight

Innive Inc, a leader in K-12 analytics, proudly presents K12 360°: Role-based dashboards with over 300 K-12 metrics and KPIs for whole child insight.

**K12 360°** is a suite of interactive dashboards for district executives, principals, teachers, counselors, and families.

### Customizable to Your District's Needs

Each of our role-based dashboards integrates a wide area of subjects based on your district's needs. These can include whole student views, student performance, school performance, staff performance, retention, professional development, school and district finance, school facilities, strategic programs, and more.

### Intuitive and Easy to Use

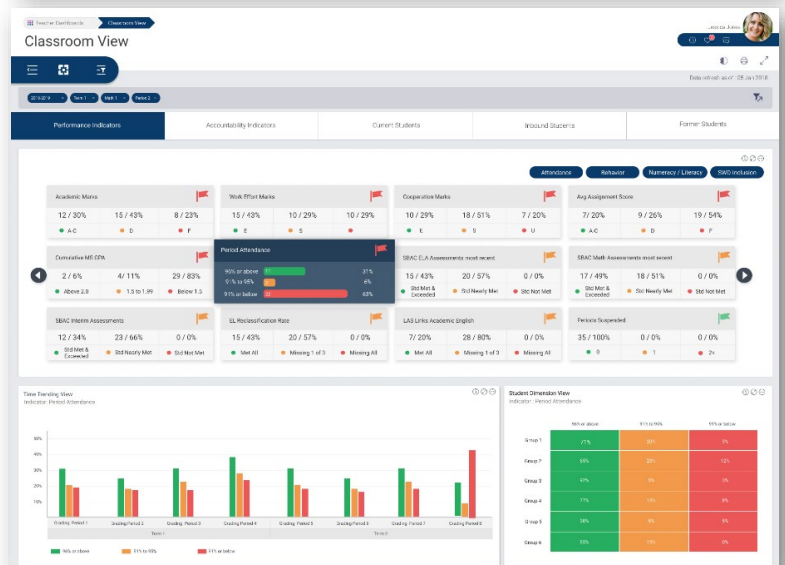
Our interactive data visualizations provide easy to understand stories and predictive and prescriptive capabilities.

### Technology Agnostic

We can integrate with your district's data lake/hub/warehouse, business intelligence tools, student information system, ERP, and more, no matter what technology you are using.

### K12 360° Features:

- Prebuilt K-12 data models with standard compliance (EDFI, CEDS)
- Prebuilt role-based dashboards and analytics
- Electronic student cumulative file/folder
- Proactive alerts and notifications
- Data-driven intervention recommendations
- Mobile ready
- Cloud, on-premises, or hybrid
- Modular design allows implementation at your pace
- Turnkey solution – implement your first module within 60 days



To learn more about K12 360° or to schedule a demo, please contact us at [sales@inniveinc.com](mailto:sales@inniveinc.com) or (813) 364-0333

# APPENDICES

Appendix D – Price List

Appendix E – Hourly Price List

Appendix F – Piggyback Clause

Appendix G – States Where We Offer Services and Where We Maintain a Physical Location

Appendix H – M/WBE Certification

Appendix I – USETPA Fees

Appendix J – USETPA Summary

Appendix M – Drug Free Workplace

Appendix N – Iran Divestiture Certification

<b>Bidder Name: Innive Inc.</b>					
<b>Bid Number: 1907001</b>					
<b>Category #</b>	<b>Item</b>	<b>Item Description</b>	<b>1 Year Term Minimum Discount % from MSRP*</b>	<b>E-Rate Eligibility (Y/N /Partial)</b>	<b>E-Rate Discount % from MSRP</b>
24	<b>Open Data 360</b>	Open Data 360° is a suite of interactive dashboards that allow school districts to share their data with the public in a way that they can easily understand and demonstrate their commitment to transparency. These dashboards can include school and district performance, finance transparency, bond project progress reports, HR transparency, a school finder with profiles and key information and performance indicators for each of your schools, and/or an e-library that lets you share documents and datasets with the public.	30%	N	n/a
24	<b>School District 360</b>	School District 360° is a suite of interactive dashboards that enable school district executive leadership to track district and individual school performance across a variety of instructional, financial, and operational metrics and determine whether investments in strategic programs are moving the needle in student achievement.	30%	N	n/a
24	<b>Student Success 360</b>	Student Success 360° is a suite of interactive dashboards for principals, teachers, counselors, students, and parents integrating a wide area of subjects to provide whole child, whole classroom, whole school, and whole district insight based on each school district’s needs. These can include gradebook, attendance, formative assessments, summative assessments, final and interim marks, interventions and enrichment, discipline, IEPs, Section 504 plans, diagnostic assessments/universal screening, mastery learning, student feedback and self-assessments, social emotional learning (SEL) observations, progress monitoring, pull-out schedule, and/or longitudinal data.	30%	N	n/a
24	Enrollment Management		30%	N	n/a
24	Attendance Management		30%	N	n/a
24	SPED		30%	N	n/a
24	Behavior Support		30%	N	n/a
24	College Career & Graduation		30%	N	n/a
24	Marks & Assessment		30%	N	n/a
24	<b>Operations 360</b>		Operations 360° is a suite of interactive dashboards that enable school district staff to strategically manage operations, identify and implement efficiencies, and measure performance. These dashboards can include finance, procurement, HR, payroll, information technology, accountability, risk management, school safety, curriculum and instruction, student support,	30%	N
24	Finance & Procurement	30%		N	n/a
24	HR & Payroll	30%		N	n/a
24	CIO Dashboard (portfolio, investment, performance)	30%		N	n/a
24	Accountability	30%		N	n/a
24	Risk Management/ Safety	30%		N	n/a
24	Curriculum & Instruction	30%		N	n/a
24	Student Support	30%		N	n/a
24	Facilities & Operations	30%		N	n/a
24	Transportation	30%		N	n/a

Additional discounts are available based on size of school district, number of selected dashboards/modules, and contract term.

<b>Bidder Name: Innive Inc.</b>					
<b>Bid Number: 1907001</b>					
<b>Category #</b>	<b>Item</b>	<b>Item Description</b>	<b>1 Year Term Minimum Discount % from MSRP*</b>	<b>E-Rate Eligibility (Y/N /Partial)</b>	<b>E-Rate Discount % from MSRP</b>
24	Food Services, Meal Programs & Cafeteria Management	facilities, program management, and more.	30%	N	n/a
24	School Programs		30%	N	n/a
24	Grants Management (non primary finance source)		30%	N	n/a
24	EDTEch Dashboard		30%	N	n/a
24	<b>Add - On Modules</b>	These modules can be added on to the dashboards above (as applicable).	30%	N	n/a
24	Early Warning		30%	N	n/a
24	360 Profiles		30%	N	n/a
24	Alerts & others		30%	N	n/a
24	Mobile Dashboards		30%	N	n/a
24	Predictive Modeling		30%	N	n/a
24	Reporting		30%	N	n/a
24	Value Add Models		30%	N	n/a
24	Resource Catalog, Intevention Recommendation and Intervention Tracking		30%	N	n/a
24	Geo Spatial Modules		30%	N	n/a

**Additional discounts are available based on size of school district, number of selected dashboards/modules, and contract term. Minimum discount provided based on USETPA provided template. Innive is happy to provide our List Price sheet upon request.**

APPENDIX E - Hourly Price List

<b>Bidder Name: Innive Inc.</b>				
<b>Bid Number: 1907001</b>				
<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Hourly Rate</b>	<b>E-Rate Eligibility (Y/N /Partial)</b>
24	Integration & Implementation Services	Integration and Implementation Services (consolidated rate per hour for a team of resources) - Quantity of hours to be determined with customer, based on modules to be enabled and data sources.	\$100 to \$180 per hour	N

**Appendix F: Piggyback Clause****Piggyback Clause:**

Indicate on document if vendor agrees that other state and local public agencies may purchase under this bid at the same prices, terms and conditions stated in these bid documents, at the discretion of the successful bidder. Sales territories where piggybacking is approved for should be defined in Appendix G.

Agencies participating in this bid shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold USETPA harmless from any disputes, disagreements or action which may arise as a result of using this bid.

My firm is agreeable to allowing piggybacking at the same price, terms and conditions

Sorry, I am unable to allow piggybacking for other state and local agencies

**Printed Name:** Ram Subramanian \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Appendix G**

Please place a check next to the States for which you wish to be approved for the use of USETPA contracts. Also, indicate the States in which you certify that you maintain a physical location.

State/Territory	Approved	Location	State/Territory	Approved	Location
USA	✓		New Hampshire	✓	
Alabama	✓		New Jersey	✓	
Alaska	✓		New Mexico	✓	
Arizona	✓		New York	✓	
California	✓	✓	North Carolina	✓	✓
Colorado	✓		North Dakota	✓	
Connecticut	✓		Ohio	✓	
Delaware	✓		Oklahoma	✓	
Florida	✓	✓	Oregon	✓	
Georgia	✓	✓	Pennsylvania	✓	
Hawaii	✓		Rhode Island	✓	
Idaho	✓		South Carolina	✓	
Illinois	✓		Tennessee	✓	
Indiana	✓		Texas	✓	✓
Iowa	✓		Utah	✓	
Kansas	✓		Vermont	✓	
Kentucky	✓		Virginia	✓	
Louisiana	✓		Washington	✓	
Maine	✓		West Virginia	✓	
Maryland	✓	✓	Wisconsin	✓	
Massachusetts	✓		Wyoming	✓	
Michigan	✓		Washington DC	✓	
Minnesota	✓	✓	Puerto Rico	✓	
Mississippi	✓		American Samoa	✓	
Missouri	✓		Guam	✓	
Montana	✓		American V.I.s	✓	
Nebraska	✓				
Nevada	✓				

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Ram Subramanian

**Appendix H: Business Category**

**M/WBE**

**Please check all that apply and sign below.**

As defined by EEO, I certify that my company qualifies as the following;

Minority Business Enterprise:  \_\_\_\_\_

Women Business Enterprise: \_\_\_\_\_

None of the above: \_\_\_\_\_

As defined by the US Small business Administration, my company qualifies as;

Certified Small Business;  \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed Name: Ram Subramanian

## Appendix I: USETPA Fees

**USETPA FEES:** In order to maintain and enhance the quality and quantity of USETPA contracts, all vendors agree to pay a 1.0-1.75% fee of all purchases made by the Subscribers to the Consortia Purchasing Advisors, LLC (CPA) for expenses related to the maintenance and management of the USETPA. This 1.0-1.75% fee is not to be included in the pricing structure submitted for the bid. USETPA Subscribers may not be charged this fee in any manner.

- Vendor shall pay the USETPA Administrative Fee in the amount of one to one and three fourths percent (1.0-1.75%) in accordance with the conditions of the Agreement. The USETPA Administration Fee is calculated by multiplying the one to one and three fourths percent (1.0-1.75%) times the “Net Purchase Price”. The “Net Purchase Price” is defined as Vendor’s product list price, minus all applicable contract discounts (the 1.0-1.75% Administrative Fee may not be included), rebates or value added incentives, and excluding sales, use or other applicable taxes.
- Manufacturers responding to RFP may elect to pay fee on behalf of Channel Partners or require that approved Channel Partners be responsible for the fee.
- The Administrative Fee percentage shall be calculated as 1.75% for the first \$10,000,000 per calendar year for all categories of services and equipment procured through a USETPA Master Contract. For every \$10,000,000 in additional sales a Vendor sells in a single calendar year, the fee shall be reduced by .25% on those sales until the lowest rate of 1% is achieved. The fee structure shall be as follows;

<b>Sales</b>	<b>Fee</b>
<b>\$0-\$10,000,000</b>	<b>1.75%</b>
<b>\$10,000,001-\$20,000,000</b>	<b>1.50%</b>
<b>\$20,000,001-\$30,000,000</b>	<b>1.25%</b>
<b>\$30,000,001 and above</b>	<b>1.00%</b>

- The USETPA Administration Fee, along with a corresponding sales report, will be remitted quarterly in the form of a check or electronic payment to:

- Consortia Purchasing Advisors  
Attn: Reports Manager  
5 Revere Drive, Ste 200  
Northbrook, Illinois 60062
- Each remittance will include the time period covered including either a copy of the USEPTA Subscriber's correct invoice(s) or a data file including with all sales, dates, amounts and invoice numbers. The quarterly (calendar based) administrative fee shall be submitted by the last business day of the month for the previous quarter's actual sales (see table below). For example, the administrative fee for sales made in January-March is due by the end of April. A 1.5 percent (1.5%) per month charge will be added after the account is more than 30 days in arrears.

<b>Sales Quarter</b>	<b>Report/Admin Fee Due Date</b>
January-March	April 30
April-June	July 31
July-September	October 31
October-December	January 31

- **CONTRACT REPORTING REQUIREMENTS:** The Vendor/Dealer will be required to process quarterly usage reports via email to the CPA Reports Manager for all contracts. Report must be completed by the end of the month following the "sales" quarter. All "sales" must be reported. If "No Sales" are achieved for a specific quarter, then "Zero" (0) must be reported for that specific quarter. Failure to report the monthly activity by the 30th of the following month is grounds for cancellation of the contract, while not waiving any fees owed at that time or for the duration of any existing agreement between clients/subscribers and vendors. USETPA reserves the right to collect all owed fees at the expense of the vendor. If personal assistance is required, please contact the USETPA.
- Some contracts may require more stringent and timely reporting requirements, which must be met as specified separately
- Submission of Monthly Reports Email Address: **reports@cpadv.info**

## Appendix J: USETPA Summary

### US Educational Technology Purchasing Alliance

#### Summary

**Mission:**

To aggregate the demand for technology goods/services on behalf of K12 public and private schools, Head Start organizations, libraries, local government entities and all other public agencies to bargain for lower prices and better terms than most of these entities can achieve on their own and to lessen the time and expense of conducting local bids for good/services.

**Subscriber status:**

USETPA has issued RFPs and awarded convenience/master contracts to multiple vendors for the same service in order to achieve wide geographical coverage and to allow for vendor preference. Subscriber status is open to all eligible schools, libraries and public agencies at no cost. There is no legal obligation on behalf of any Subscriber to the alliance and there is no mandatory requirement on behalf of any Subscriber to use the contracts offered by the Alliance. Initially, bids were conducted in association with numerous professional organizations on behalf of all North Carolina K-12 public and private schools, Head Start organizations, and public libraries. The contracts have since been expanded to include local government agencies and used in 25 separate states. This RFP is specifically targeted to expanding the number of qualified vendors in additional sales territories as well as provide terms and conditions that comply with additional state purchasing laws.

When using USETPA contracts, Subscribers will not have to conduct their own bids for goods/services and will not have to file their own E-Rate Form 470's. This will save them considerable time and insure local boards that all proper bidding requirements have been met, including the best possible pricing for goods/services. Non-Subscriber entities are eligible to use the contract and be in compliance with the terms and conditions of the convenience contract providing that the sale is registered with the USETPA on the USETPA website and copies of all purchase orders are remitted to the USETPA. Only formal Subscribers may use the USETPA Form 470 for E-Rate purposes.

**Products:**

USETPA issues bids on behalf of its Subscribers for a comprehensive array of technology goods/services that include both E-Rate eligible and non-eligible goods/services.

The items covered include telephone, cellular, internet access, wide area network, hosted email, web hosting, and hosted VoIP telephone recurring services as well as equipment including computers, servers, switches, wireless and wired local area networks, cabling/wiring, tablets, and maintenance.

Individual RFP(s) have been issued to cover a broad category of products. Vendors are encouraged to respond to all or parts of each RFP. USETPA expects demand to be in excess of \$10,000,000 for most categories. Additional goods/services will be added as Subscriber status identifies new products for which they would like to receive bids. Future RFPs are planned for other goods and services including Office Supplies and Furniture.

To be apprised of future opportunities and receive RFP notifications, vendors are encouraged to register at [www.usetpa.org](http://www.usetpa.org).

## Appendix M: Drug free Workplace

### Drug Free Work Place Certification

I hereby swear or affirm that this company has established a drug-free work place program by completing the following requirements;

- Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
- Informed employees about the dangers of drug use in the work place, the business's policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, & employee assistance programs, and the penalties that may be imposed for drug abuse violations.
- Given each employee engaged in providing the commodities or contractual services that under bid a copy of the statement specified in subsection one (1).
- In the statement specified in subsection one (1), notified the employees that, as a condition of working on services that are under bid, the employee will abide by the terms of the statement& will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- Imposed a sanction on, or required the satisfactory participation in a drug abuse or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to maintain drug-free work place through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.



Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: COO/CFO

Company

Name: Ram Subramanian

**Appendix N: Iran Divestiture Certification**

Name of Counterparty: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

---

Signature	Date
Ram Subramanian	COO/CFO
Printed Name	Title

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.

## Appendix O: Edgar Compliance

The following provisions are required and apply when federal funds are expended by USETPA Approved Entity for any contract resulting from this procurement process. The USETPA Approved Entity is the subgrantee or subrecipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, is applicable.

- (A) **Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.**

Pursuant to Federal Rules (A) above, when federal funds are expended by Approved Entity, Approved Entity reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

*Does Vendor Agree? Yes \_\_\_\_\_ initials of authorized representative*

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

Pursuant to Federal Rules (B) above, when federal funds are expended by Approved Entity, Approved Entity reserves all rights and to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Approved Entity also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Approved Entity believes, in its sole discretion that it is in the best interest of approved Entity to do so. The vendor will be compensated for work performed and accepted and goods accepted by Approved Entity as of the termination date if the contract is terminated for convenience of Approved Entity. Any award under this procurement process is not exclusive and Approved Entity reserves the right to purchase goods and services from other vendors when it is in the best interest of Approved Entity.

*Does Vendor Agree? Yes \_\_\_\_\_ Initials of authorized representative*

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

*Does Vendor Agree? Yes \_\_\_\_\_ Initials of authorized representative*

- (D) **Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Compliance with the Contract Work Hours and Safety Standards Act require;**

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

*Does Vendor Agree? Yes \_\_\_\_\_ Initials of authorized representative*

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

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

*Does Vendor Agree? Yes \_\_\_\_\_ Initials of authorized representative*

- (F) **Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of**

**parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

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

*Does Vendor Agree? Yes \_\_\_\_\_ Initials of authorized representative*

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

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

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub- awards exceeding \$100,000 in Federal funds to

all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor Agree? Yes \_\_\_\_\_ Initials of authorized representative

**(H) Record Retention- 2 CFR § 200.333**

When federal funds are expended by Approved Entity for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Note that record retention requirements may be longer as per state or local law and/or E-Rate regulations and vendor should meet the most restrictive requirements.

Does Vendor Agree? Yes \_\_\_\_\_ Initials of authorized representative

**(I) Davis Bacon Act & Copeland Anti-Kickback Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

Compliance with the Copeland “Anti-Kickback” Act requires;

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

Does Vendor Agree? Yes \_\_\_\_\_ Initials of authorized representative

**(J) Equal Employment Opportunity-Except as otherwise provided under CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in CFR § 60-1.3 will include the EOC provided under CFR § 60-1.3.**

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules,

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

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

*Does Vendor Agree? Yes \_\_\_\_\_ Initials of authorized representative*

**(K) Additional FEMA Certifications- Vendor to certify if they wish to be considered eligible for contracts containing federal FEMA assistance.**

**1) Access to records;**

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

**2) DHS Seal Logo and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval

**3) Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives

**4) No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract

**5) Program Fraud & False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract

*Does Vendor Agree? Yes \_\_\_\_\_ Initials of authorized representative*

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

*Does Vendor Agree? Yes \_\_\_\_\_ Initials of authorized representative*

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

Vendor Name: Innive Inc  
Printed Name of Authorized Representative: Ram Subramanian  
Title of Authorized Representative COO/CFO